

Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 21, 2025

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Call to Order	
2. Roll Call	
3. Pledge of Allegiance	
4. Approval of the Agenda	
5. School and Community Recognition	3
6. Report of the Superintendent	
A. Reports from Student School Board Representatives	4
B. Superintendent's Report	5
C. Schedule of Meetings and Events	16
7. Report of Standing Committees	
A. Committee of the Whole	
1) Monthly Committee of the Whole (<i>October 7, 2025</i>)	17
B. Human Resources/Business Services Committee (<i>October 13, 2025</i>)	
C. Policy Committee (<i>October 9, 2025</i>)	49
8. General Board Committee Updates	
9. Consent Agenda	202
10. Resolutions from Committee Reports	
A. B-10-25-4123 - Resolution Providing for the Issuance, Sale and Delivery of \$38,664,948.70 General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A	681
B. B-10-25-4127 - Resolution Authorizing the Issuance and Sale of Full Term Certificates of Participation, Series 2025B	699
C. B-10-25-4124 - Acceptance of Donations to Duluth Public Schools	702
D. B-10-25-4125 - Acceptance of Grant Awards to Duluth Public Schools	710
E. B-10-25-4126 - Resolution Authorized Bank Account Signer	711
11. Special Resolutions and Action Items	
A. E-10-25-4128 Resolution of Governing Board Supporting FORM A Application to Minnesota State High School League Foundation	712
B. B-10-25-4129 - Resolution Approving Collective Bargaining Agreement for Education Directors Association 2025-2027	713
C. B-10-25-4130 - Resolution Approving Collective Bargaining Agreement for Food Service Employees 2025-2028	730
D. Approval of Individual Contract for Marisa Garverick Herrera, Director of Advancing Equity	754
12. Questions / Other	

13. Adjournment

Dear School Board members,

Tonight, I have the distinct pleasure of recognizing one of our exceptional educators, Alison Wood, a science teacher at Denfeld High School.

We are here to celebrate her remarkable achievement of being awarded a 2025-2026 Fulbright Distinguished Award in Teaching Research Program Fellowship.

This is an in-credibly competitive and prestigious award, sponsored by the U.S. Department of State. Alison is one of only 14 (K-12) educators selected for this fellowship.

Her selection speaks volumes about her innovative ideas, leadership abilities, and commitment to the field of K-12 education.

Alison will be in Greece from February 2026 to June 2026. Her research project will focus on how schools in Athens and throughout the country incorporate citizen science and outdoor data collection into their curriculum.

When she returns, Alison plans to share her knowledge by providing professional development sessions for teachers here in Duluth. Her commitment ensures that this international exchange experience will directly benefit our students, teachers, and the entire district.

We are immensely proud of Alison for receiving this esteemed award. Her success brings honor to Denfeld High School and to our entire community.

Please join me in congratulating Alison Wood! She is a true example of the world-class educators we have in our district. Congratulations!

Sincerely,

Anthony Bonds
Assistant Superintendent

I wish I could be at the meeting tonight, but I am at a tech rehearsal for the fall musical. Here are the updates I have!

We are approaching the end of the first quarter, and it's been a busy one here at East. Homecoming took place two weeks ago and was a huge success! Student Government put together our theme (Hurricane Hounds), dress up days (all based around the weather theme), two assemblies, a movie night, lunch activities, and of course, a dance. We sold almost 900 tickets to the dance, which was at the DECC. It was a week filled with spirit and was one to remember!

Last week, the East National Honors society inducted new members from the senior class. Each of them will spend 30 hours volunteering, and at least 15 of those hours will come from tutoring students at East. On the theme of community service, ABO Hounds are preparing for their fall blood drive, and Key Club remains the biggest club at East.

Next, the boys soccer and football teams have wrapped up their seasons, and athletes are beginning to look towards winter sports. The final cross country team dinner is tonight, and their season is also at its end. The girls soccer team is playing their first game at the state soccer tournament tonight, and a fan bus full of East students went along to support the them. Next, the fall musical, Alice By Heart, opens this Thursday! Shows on Thursday, Friday, and Saturday are at 7, and the Sunday matinee is at 1. Student tickets are \$10, and adult tickets are \$15.

Tomorrow, East students will experience our new PAWS Day schedule for the first time. I created a form for students to share their opinions about our new schedule, which includes only two blocks during the day in which students can attend clubs. The most common statements in responses testify that students are struggling to meet their class requirements, challenge themselves academically, and still have time to be involved with school clubs. Without WIN, students who don't have the option to be part of a sports team or other high commitment activity aren't able to get nearly as involved with school extracurriculars. In addition, those who are very busy after school don't have many options to expand their participation through in-school clubs. This is an issue that affects students daily, and I plan to bring more feedback and testimonies after seeing how tomorrow goes.

I look forward to being back for November's meeting!

-Kate Dean

www.ISD709.org

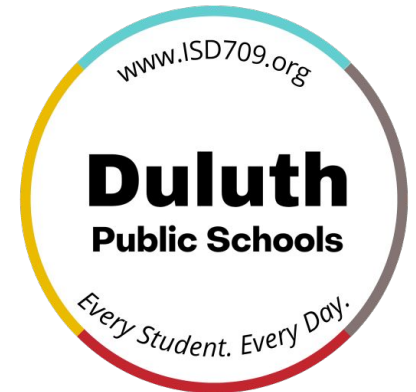
Duluth

Public Schools

Every Student. Every Day.

Superintendent's Report

October 21, 2025



OUR MISSION

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

OUR VISION

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

OUR CORE VALUES

Learning



Developing a love of learning through life-long inquiry.

7

Excellence



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

Equity



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

Collaboration



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

Belonging



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

Topics

- Student Representative Reports
 - My'Aiana Taylor - ALC
 - Latasaija Garner - Denfeld
 - Kate Dean - East
- General Updates
- Human Resources Update
- Legislative Updates
- Other

General Updates

General Updates

- As I mentioned last month, our enrollment is up significantly, and I am frequently hearing lots of praise for Duluth Public Schools. We still have some things to work out as space is very constrained in a number of our sites, such as Lester Park, Homecroft, and Myers-Wilkins.
- We are working with the Bureau of Mediation and the Duluth Federation of Teachers on October 30th regarding continued improvement of our positive labor management practices, always seeking to get better and more efficient in our collaborative problem solving.
- Work has started at the First Street building. We look forward to providing more information in the near future and also recognise that the board is interested in further exploring naming of the building.

Human Resources Updates

Human Resources Updates

- Theresa Severance's final day was on October 10th.
- I am serving as the interim Director of Human Resources for the time being.
- The position was re-opened to gain more applicants, but has now closed. We are reviewing the current applications.
- We are also considering potential external temporary supports, if needed.

Legislative Updates

Legislative Updates

- I met yesterday with our lobbyist, Jeff Anderson, to discuss the timeline and process for our legislative platform. We are hoping to have this as a topic at our November board workshop so that we can finalize and vote on a platform in December. We could then meet with our local representatives in January, prior to the session beginning with our completed platform.
- On October 10th, I chaired a meeting of the Minnesota Association of School Administrators to work on developing their platform. We had over 50 superintendents and district administrators participate in the process and will meet in November to finalize our platform for approval by their executive board.
- We continue to monitor the impacts of the federal government shutdown. At this point, our programming has not been significantly impacted.

Questions



Schedule of Meetings and Events

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

[Listening Session Guidelines](#)

The Schedule of Meetings and Events is Subject to Change

Week of October 20 - October 24, 2025

Tuesday	October 21, 2025	5:30 p.m. - 6:15 p.m.	School Board Listening Session*
Tuesday	October 21, 2025	6:30 p.m.	Regular School Board Meeting*
Thursday	October 23, 2025	4:20 p.m. - 6:00 p.m.	American Indian Parent Committee (AIPAC) Review of State Aid Plan Denfeld High School, Room 1206 401 N 44th Ave W

Week of October 27 - October 31, 2025

Tuesday	October 28, 2025	3:00 p.m. - 8:00 p.m.	Johnson O'Malley (JOM) Parent Committee Election Harrison Community Center 3002 W 3rd St
Wednesday	October 29, 2025	4:20 p.m. - 6:00 p.m.	American Indian Parent Committee (AIPAC) Approval of the State Plan Denfeld High School, Room 1206 401 N 44th Ave W
Thursday	October 30, 2025	4:15 p.m.	Parent Advisory Council on Special Education (PACSE) - Annual Meeting

Week of November 3 - November 7, 2025

Thursday	November 6, 2025	4:30 p.m.	Monthly Committee of the Whole
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**If a Regular School Board meeting is canceled and cannot be held on the regularly scheduled date listed above, due to weather or unforeseen circumstances, it will be held the very next day at the same time and location.*

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 7, 2025

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. Myers-Wilkins Spanish Immersion Update

2

2) Improving Systems

a. School Resource Officers Update

12

b. Vision Card - Strategic Road Map Update

23

3) Supporting Every Student - N/A

B. Budget Update - N/A

C. Other

4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: October 7, 2025

Topic: Myers-Wilkins Spanish Immersion Update

Presenter(s): Brenda Spartz, Lisa Nicholson, Eve Hessler

Attachment: None

Brief Summary of Presentation or Topic (no more than a few sentences):
Update on the Myers-Wilkins Spanish Immersion program.

This Requires School Board Approval : No

Myers-Wilkins Spanish Immersion Update

Duluth Public Schools
Committee of the Whole

October 7, 2025



Goals for relocating six Spanish Immersion classrooms from Lowell to Myers-Wilkins:

- **More Opportunities**

To expand direct access to the Spanish Immersion Program for diverse students in the Myers-Wilkins attendance area.

- **Ease Overcrowding**

To reduce student numbers at Lowell Elementary by moving some Spanish Immersion classes to Myers-Wilkins.

- **Strengthen School Integration**

To help Myers-Wilkins Elementary, identified as a Racially Identifiable School, become a more integrated school community.



Increased Access

More Myers-Wilkins students are now attending the NV program in their neighborhood school.

- This year, 44% of Spanish Immersion kinders are from MW community.
- Last year, 28.2% of in-district transfer students were from the MW community.

Relieved Overcrowding

Lowell Elementary enrollment decreased by *149 students (June '25 = 634 ; Oct '25 = 485)

- Myers-Wilkins gained *149 students (June '25 = 313 ; Oct '25 = 462)
- According to the staff, Lowell is a much less crowded and chaotic.

Improved Integration

Changes have resulted in significant progress toward integration goals.

- Percentage of free/reduced meal status students decreased from 86.5% to *56.9%.
- Percentage of non-white students decreased from 65.8% to *43.4%.

*Data pulled from Educlimber October 2, 2025





Building a More Integrated School


Student Group	2024-2025	2025-2026
Free/Reduced Meal Status	86.5%	56.9%
Special Education	41.8%	29.4%
American Indian	28.1%	20.6%
Black	23.0%	15.1%
Two or More Races	11.8%	9.2%
Hispanic	1.9%	5.5%
White	34.2%	49.2%




Addressing Overcrowding

As part of the planning process, an analysis of Spanish immersion enrollment was conducted, which led to 2025-2026 projections for Lowell and Myers-Wilkins Nueva Visión Programs.

The below data shows both the planned projected enrollment with the corresponding actual enrollment as of September 2025.



	MW NV Enrollment	
	Projected 1/2025	Actual 9/2025
K	25	25
1	21	26
2	22	23
3	25	28
4	25	28
5	22	17
Total	140	147



	Lowell NV Enrollment	
	Projected 1/2025	Actual 9/2025
K	33	35
1	40	39
2	27	26
3	34	29
4	36	26
5	28	28
Total	198	183



Space Usage & Capacity

All six MW Spanish Immersion classes located in existing fully functional classrooms.

Considerations for class locations:

- Attempted to locate SI grade levels near English grade level peers
- Placed classrooms in appropriate sized classrooms

Adding these classes resulted in some building adjustments:

- Music room turned into SI kindergarten room (added bathroom)
- Two intervention rooms moved for SI 1st and 2nd grades
- Divided large classroom space into two classrooms for interventions
- Added two smaller spaces in library: one for Community Schools; one an office
- Divided large room on 3rd floor: one classroom; one small group space

Looking forward to 2026-2027:

- Plans underway to evaluate placement of classrooms
 - Specifically SI 3rd grade moving to 3rd floor nearer English programming peers



Family Engagement

- Myers-Wilkins is unique as the only elementary partnered with Duluth Community School Collaborative (DCSC).
 - One of the strategies under DCSC is Student and Family Engagement.
 - The MW DCSC holds monthly Site Leadership meetings, open to all family, school, and community members.
 - Purpose of this meeting: foster collaborative leadership and improve the school through the Community School model.
- Myers-Wilkins PTO is in the works.
 - MW did not have a PTO so this is a very exciting opportunity for the school community.



Collaboration

- Joint meetings between Lowell and Myers-Wilkins Spanish Immersion teachers have been scheduled throughout the school year.
 - Myers-Wilkins Spanish Immersion teachers will have scheduled PLCs both with their MW English grade level colleagues as well PLCs with grade level Lowell Spanish Immersion partners.
- Teacher professional development days will provide time and space for Myers-Wilkins and Lowell Spanish Immersion grade level teachers to partner in multiple ways.
- Grade level Spanish Immersion teachers will be working together to create curricular documents over the course of the school year.



Connection

Adding to the daily experience at MW is the full integration of all students in each grade two times per day.

- **Specialist (music, art, PE, media):**
 - All 4 sections of each grade level combine to create 4 different classes for specialist time.
 - Instead of going with their class, English and Spanish classes fully mix up into the red, blue, green, and yellow groups and then go to specialists.
- **Lunch/Recess:**
 - Each grade level goes to lunch and recess together.
 - Example, all 4th grade students in both English and Spanish Immersion classes go together for both lunch and recess.

COW Agenda Cover Sheet

Meeting Date: October 7, 2025

Topic: SRO Program Update

Presenter(s): Jen Larva

Attachment (yes or no): Yes

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

A review of the School Resource Officer (SRO) program and completed program assessment from the 2024-25 school year.

SRO Program Update

October 7, 2025

How to find information about our SRO program

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Go to isd709.org

On the “About Us” drop down, click on “School Resource Officers”

To meet our SRO officers click on each name:

- Officer Dardis - East HS
- Officer Hanna - Ordean East MS
- Officer Chaney - Lincoln Park MS
- Officer Simons - Denfeld HS



SRO Advisory Committee

24-25 Agenda Review

Met in February and May

- Established a program assessment checklist
- Discussed survey administration and results
- Reviewed citation and restorative actions data
- Reviewed program assessment data

SRO Program Assessment

Focus Area:

Building Relationships



01 All site SROs successfully built student relationships

03 SROs met with 91 of 92 student groups¹⁷

02 Student visibility surveys were 83.8% positive

04 SROs attended 165 after-school activities



School Resource Officer Year by Year Activity Comparison



	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
Positive Student Interactions	30,320	41,035	115,476
Positive Teacher Interactions	9,715	17,410	23,953
Student Group Visit Requests		28	98
Student Group Visits		21	97
Elementary School Visits	101	62	68
Counseling/Mentoring Sessions	862	1,106	1,410
After School Activities Attended	113	133	174
De-escalation Opportunities	250	227	261
Restorative Action		194	254

SRO Program Assessment Findings

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- Family and student survey data remained consistent
- Significant decrease in survey sample sizes
- Principals to provide input for SRO evaluations
- Recommendation to evaluate officers in April

Professional Development Highlights

20

- All SROs received professional development training
- Cultural responsive and implicit bias training accomplished
- SROs will attend a MN Juvenile Officers conference
- SROs are not attending district professional development days



Communication & Transparency

21

01 — [Citation](#) and complaint data updated monthly on website

Resources

- + Citation Data
- + Student and Family Survey Data
- + School Resource Officer Activity Data

02 — SRO website updated with new officers



Contacts

Jen Larva:
jennifer.larva@isd709.org

Sgt Jambor:
mjambor@duluthmn.gov



COW Agenda Cover Sheet

Meeting Date: October 7, 2025

Topic: Strategic Roadmap Update - Vision Card Development

Presenter(s): John Magas, Superintendent

Attachment: [COW Vision Card Presentation](#)

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

The intent of this presentation is to inform the board regarding the development of our district Vision Card, as well as to explain where this work fits within the overall strategic planning efforts of the district. The Vision Card will consist of both inward and outward facing measures and will serve as the Key Performance Indicators (KPI) for our efforts as a district to meet the desired daily experiences of our students, staff and families as we focus on Supporting Every Student, Advancing Equity, and Improving Systems.

This Requires School Board Approval : Not at this time

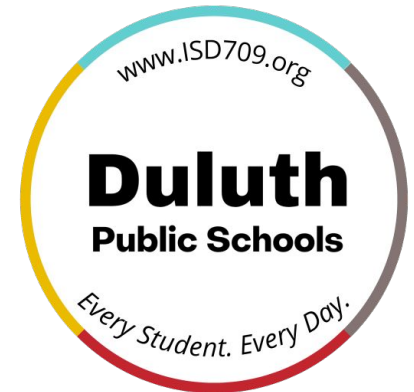
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Duluth Public Schools

Every Student. Every Day.

Strategic Road Map Update - Vision Card Development

October 7, 2025



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26

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Developing a love of learning through life-long inquiry.

42

Excellence



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

Equity



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

Collaboration



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

Belonging



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

Strategic Roadmap

Improving on our ability to provide desired daily experiences to students, families, and staff through:

- Supporting Every Student
- Advancing Equity
- Improving Systems





Strategic Roadmap

We lay out the “big rocks” of our work through our annual district **Action Cards**.

- Action Cards provide a high level overview of the key District efforts as we work towards our three focus areas.
- Action Cards do not represent ALL the work being done, but rather highlight our front burner efforts and assist us in prioritizing resources.

45 <https://youtu.be/W3hhiShzKTE>



2025-28 Operational Plan

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- [Duluth Public Schools 3-Year Operational Plan](#)

Questions

Policy Committee Meeting
 Duluth Public Schools, ISD 709
 Agenda
 Thursday, October 9, 2025
 District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811
 4:30 PM

1. AGENDA ITEMS	
2. POLICIES FOR FIRST READING	
A. 303 Superintendent Selection	2
B. 304 Superintendent Contract, Duties, and Evaluation	3
C. 306 Administrator Code of Ethics	4
3. POLICIES FOR SECOND READING	
A. 301 School District Administration (replacing 2055 Quality of Work Life - Philosophy)	6
B. 305 Policy Implementation (replacing 2070 Policies, Regulations and Bylaws)	9
4. POLICIES FOR REVIEW	
A. 416 Drug, Alcohol, and Cannabis Testing	12
B. 621 Literacy and the Read Act	47
C. 508 Extended School Year for Certain Students with Individualized Education Plans	56
D. 101.1 Name of the School District	58
E. 101 Legal Status of the School District	59
5. POLICIES TO BE DELETED	
A. 1100 Public Performances by Students	62
6. POLICIES TO CONSIDER FOR DELETION	
A. 3000 Series	64
7. REGULATIONS - Informational	
A. Deletion of 2055R Quality of Work Life	152
8. OTHER	

Adopted: _____

MSBA/MASA Model Policy 303

Orig. 1995

Revised: _____

Rev. 2022

303 SUPERINTENDENT SELECTION

I. PURPOSE

The purpose of this policy is to convey to the school community that the authority to select and employ a superintendent is vested in the school board.

II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent to serve as the chief executive officer of the school district and to conduct the daily operations of the school district.

III. QUALIFICATIONS

- A. The school board shall consider applicants who meet or exceed the licensing standards set by the Minnesota Board of School Administrators and qualifications established in the job description for the superintendent position. State and federal equal employment and nondiscrimination requirements shall be observed throughout the recruitment and selection process.
- B. The school board will consider professional preparation, experience, skill, and demonstrated competence of qualified applicants in making a final decision.

IV. SELECTION

- A. A process for recruitment, screening, and interviewing of candidates shall be developed by the school board.
- B. The school board may contract for assistance in the search for a superintendent.
- C. The school board shall provide the contract for the superintendent and specifically identify all conditions of employment mutually agreed upon with the superintendent. In so doing, the school board shall observe all requirements of state and federal law and school board policy.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Rules, Chapter 3512

Cross References: None

Adopted: _____

MSBA/MASA Model Policy 304

Orig. 1995

Revised: _____

Rev. 2022

304 SUPERINTENDENT CONTRACT, DUTIES, AND EVALUATION

I. PURPOSE

The purpose of this policy is to provide for the use of an employment contract with the superintendent, a position description, and the use of an approved instrument to evaluate performance.

II. GENERAL STATEMENT OF POLICY

- A. The superintendent's contract shall be used to formalize the employment relationship and to specifically identify and clarify all conditions of employment with the superintendent.
- B. The specific duties for which the superintendent is accountable shall be set forth in a position description for the superintendent and shall be measured by a performance appraisal instrument approved by the school board in consultation with the superintendent. The school board shall use this instrument to periodically evaluate the performance of the superintendent.
- C. The school board may use the model contract approved by the boards of the Minnesota School Boards Association and the Minnesota Association of School Administrators as a model instrument.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: None

Adopted: _____

MSBA/MASA Model Policy 306
Orig. 1995
Rev. 2002

Revised: _____

306 ADMINISTRATOR CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to establish the requirements of the school board that school administrators adhere to the standards of ethics and professional conduct in this policy and Minnesota law.

II. GENERAL STATEMENT OF POLICY

- A. An educational administrator's professional behavior must conform to an ethical code. The code must be idealistic and at the same time practical, so that it can apply reasonably to all educational administrators. The administrator acknowledges that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, the administrator assumes responsibility for providing professional leadership in the school and community. This responsibility requires the administrator to maintain standards of exemplary professional conduct. It must be recognized that the administrator's actions will be viewed and appraised by the community, professional associates, and students. To these ends, the administrator must subscribe to the following standards.
- B. The Educational Administrator:
1. Makes the well-being of students the fundamental value of all decision-making and actions.
 2. Fulfills professional responsibilities with honesty and integrity.
 3. Supports the principle of due process and protects the civil and human rights of all individuals.
 4. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
 5. Implements the school board's policies.
 6. Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals.
 7. Avoids using positions for personal gain through political, social, religious, economic, or other influence.
 8. Accepts academic degrees or professional certification only from duly accredited institutions.
 9. Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
 10. Honors all contracts until fulfillment, release, or dissolution is mutually agreed upon by all parties to the contract.

306 - 1 of 2

11. Adheres to the Code of Ethics for School Administrators in Minnesota Rule.

Legal References: Minn. Stat. § 122A.14, Subd. 4 (Duties of Board of School Administrators)
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)

Cross References: None

301 SCHOOL DISTRICT ADMINISTRATION

I. PURPOSE

The purpose of this policy is to clarify the role of the school district administration and its relationship with the school board.

II. GENERAL STATEMENT OF POLICY

- A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to develop a school environment that recognizes the dignity of each student and employee, and the right of each student to access educational programs and services equitably.
- B. The school board expects all activities related to school district operations to be administered in a well-planned manner, conducted in an orderly fashion, and to be consistent with the policies of the school board.
- C. The school board shall seek specific recommendations, background information and professional advice from the school district administration and will hold the administration accountable for sound management of the schools.
- D. Although the school board holds the superintendent ultimately responsible for administration of the school district and annual evaluation of each principal, the school board also recognizes the direct responsibility of principals for educational results and effective administration, supervisory, and instructional leadership at the school building level.
- E. The school board and school administration shall work together to share information and decisions that best serve the needs of school district students within financial and facility constraints that may exist.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)

Cross References: None

First Reading: 09.16.2025
Second Reading: 10.09.2025
Adopted:

Adopted: _____

MSBA/MASA Model Policy 301

Orig. 1995

Revised: _____

Rev. 2022

301 SCHOOL DISTRICT ADMINISTRATION

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Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)

Cross References: None

~~2055 QUALITY OF WORK LIFE – PHILOSOPHY~~

~~It is the goal of the School Board to achieve excellence in teaching, student achievement, community involvement, and general operations throughout the School District. It is the conviction of the School Board that the only way in which that goal may be achieved is through pooling the talent and wisdom of all of the employees of the School District. Therefore, it shall be the policy of the School District that programs of employee involvement and participation in problem solving and decision making processes shall be encouraged. Specifically, excellence in management shall be understood to be that management which:~~

- ~~1. Encourages participation and creativity among staff.~~
- ~~2. Builds commitment to shared goals.~~
- ~~3. Structures employee involvement so employees are routinely involved in decisions which affect them.~~
- ~~4. Sets a high priority on advocating for ideas generated by subordinates.~~
- ~~5. Develops a strong sense of trust and collegiality among all staff members in the pursuit of the goal of excellence.~~

~~Therefore, all supervisory personnel including principals, assistant superintendents, directors, and the Superintendent shall be expected to create and maintain a work environment that encourages employee participation, enhances communications within the School District, and promotes the general welfare of students and the morale of staff. All employees are called upon to work cooperatively and openly to maintain a network of communications which results in a shared pride in shared work and achievement of our common goal of excellence.~~

~~Reference: MS 179A.08, Sec. 9, Subd. I~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 09-11-1984~~

~~06-20-1995 ISD 709~~

305 POLICY IMPLEMENTATION

I. PURPOSE

The purpose of this policy is to clarify the responsibility of the school administration for implementation of school district policy.

II. GENERAL STATEMENT OF POLICY

- A. It shall be the responsibility of the superintendent to implement school district policy and to recommend additions or modifications thereto. The administration is authorized to develop procedures, guidelines, and directives to effectuate the implementation of school district policies. These procedures, guidelines, and directives shall not be inconsistent with said policies. At least annually, these written procedures, guidelines, and directives shall be presented to the school board for review.
- B. Employee and student handbooks shall be subject to annual review and approval by the school board.
- C. School principals and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the superintendent to assure compliance with school district policy and shall be approved by the school board.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)

First Reading: 09.16.2025

Second Reading: 10.08.2025

Adopted:

Adopted: _____

MSBA/MASA Model Policy 305

Orig. 1995

Revised: _____

Rev. 2022

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~~2070 — POLICIES, REGULATIONS, AND BY LAWS — CONTROL~~

~~The Superintendent will appoint an administrator to establish and maintain an orderly plan for reviewing, updating, and making accessible the policies adopted by the School Board and the administrative rules and regulations needed to put them into effect. Accessibility is to extend to all employees of the School District, and to persons in the community on a need-to-know basis as determined by the Superintendent.~~

~~The Superintendent shall assign to an administrator the responsibility to keep the policies of the School Board up-to-date, and see to it that official copies of changes are sent to all personnel and organizations that have a copy of the Policies, Regulations, and By-Laws of the School Board. All proposed changes in policy must be submitted to the assigned administrator of the Policies, Regulations, and By-Laws where it will be studied and referred to the School Board for adoption or rejection. All books of adopted Policies, Regulations, and By-Laws must be kept up-to-date to ensure uniformity through the School District.~~

~~Adopted: 06-09-1970 ISD 709~~

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

416 DRUG, ALCOHOL, AND CANNABIS TESTING

I. PURPOSE

- A. The school board recognizes the significant problems created by drug, alcohol, and cannabis use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug, alcohol, and cannabis use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug, alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug, alcohol, and cannabis testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug, alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug, alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.
- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol or cannabis is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol or cannabis is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol or cannabis are prohibited from entering or remaining on school district property.
- E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.
- F. The school district may discipline, discharge, or take other adverse personnel action against an employee for cannabis flower, cannabis product, lower-potency hemp edible,

or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee is working, on school district premises, or operating a school district vehicle, machinery, or equipment as follows:

1. if, as the result of consuming cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product, the employee does not possess that clearness of intellect and control of self that the employee otherwise would have;
2. if cannabis testing verifies the presence of cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product following a confirmatory test;
3. as provided in the school district's written work rules for cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products and cannabis testing, provided that the rules are in writing and in a written policy that contains the minimum information required by Minnesota Statutes, section 181.952; or
4. as otherwise authorized or required under state or federal law or regulations, or if a failure to do so would cause the school district to lose a monetary or licensing-related benefit under federal law or regulations.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, cannabis (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety sensitive duties, or cause employees to be removed from these covered duties,

and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.

6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.
9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.
12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.
16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written

notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

1. Pre-Employment Testing

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.
- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.
- d. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query (see Attachment B to this policy). The school district shall retain the consent for three (3) years from the date of the query.

2. Post-Accident Testing

- a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
- g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

3. Random Testing

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing
 - a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
 - b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
 - c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
 - d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.
5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.
6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.
7. Refusal to Submit and Attendant Consequences
 - a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
 - b. Refusal to submit to a required drug or alcohol test subjects the driver

or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

- c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
- d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety sensitive functions.
- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

- d. If the donor requests an analysis of the split specimen within seventy two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor’s failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.
- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
 - (1) The donor expressly declines the opportunity to discuss the test results;
 - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
 - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.
- b. Any test result less than 0.02 alcohol concentration is considered a “negative” test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor’s inability to provide a breath sample is genuine or constitutes a refusal to test.

- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.
2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and
 - b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
 - c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be [Perrin Mobile Medical, 9010 E Pettit Dr., Barnes, WI 54873, 715-378-2269], which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minnesota Statutes, Chapter 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the

federal regulations in a secure location with controlled access.

2. The required records shall be retained for the following minimum periods:

Basic records 5 years

“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Alcohol and controlled substance collection procedures	2 years
Negative and cancelled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

“Education and training records” must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse (“Clearinghouse”) as required under federal law, including:

- a. The name of the person tested;
- b. Any verified positive, adulterated, or substituted drug test result;
- c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
- d. Any refusal to submit to any test required hereunder;
- e. Any report by a supervisor of actual knowledge of use as follows
 - i. Any on-duty alcohol use;
 - ii. Any pre-duty alcohol use;
 - iii. Any alcohol use following an accident; and
 - iv. Any controlled substance use.
- f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;
- g. Any negative return-to-duty test; and
- h. Any employer’s report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to duty requirements of federal DOT regulations have been completed.
2. Referral, Evaluation, and Treatment
 - a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.
 - b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.
 - c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.
 - d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.
3. Disciplinary Action
 - a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
 - b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
 - c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to cannabis testing or drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo cannabis testing or drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.
2. The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.
3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.

4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. CANNABIS TESTING OR DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug, alcohol, or cannabis testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug, alcohol, or cannabis testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Definitions

1. "Cannabis testing" means the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minnesota Statutes, section 342.01, subdivision 16, cannabis products, as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, hemp-derived consumer products as defined in section 342.01, subdivision 37, or cannabis metabolites in the sample tested. The definitions in this section apply to cannabis testing unless stated otherwise.
2. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
3. "Drug" means a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in section 342.01, subdivision 16, cannabis products as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.
4. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.
5. "Employee" means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.
6. "Initial screening test" means a drug or alcohol test or cannabis test which uses a method of analysis under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
7. "Job Applicant" means a person, independent contractor, or person working for

an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III).

8. "Oral fluid test" means analysis of a saliva sample for the purpose of measuring the presence of the same substances as drug and alcohol testing and cannabis testing that:
 - a. can detect drugs, alcohol, cannabis, or their metabolites in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1; and
 - b. does not require the services of a testing laboratory under section 181.953, subdivision 1.
9. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."
10. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
11. "Random Selection Basis" means a mechanism for selection of employees that:
 - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
 - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
12. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
13. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

B. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required; Exceptions

1. General Limitations

- a. The school district may not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing or cannabis testing, unless the testing is done pursuant to this policy; and either (1) is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1; or (2) complies with the oral fluid test procedures under section 181.953, subdivision 5a.
- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug, alcohol, or cannabis testing on an arbitrary and capricious basis.

2. Cannabis Testing Exceptions

For the following positions, cannabis and its metabolites are considered a drug and subject to the drug and alcohol testing provisions in Minnesota Statutes, sections 181.950 to 181.957:

- a. a safety-sensitive position, as defined in Minnesota Statutes, section 181.950, subdivision 13;
- b. a position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to children;
- c. a position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;
- d. a position of employment funded by a federal grant; or
- e. any other position for which state or federal law requires testing of a job applicant or an employee for cannabis.

3. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

- a. The school district must not request or require a job applicant to undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment unless otherwise required by state or federal law.
- b. Unless otherwise required by state or federal law, the school district must not refuse to hire a job applicant solely because the job applicant submits to a cannabis test or a drug and alcohol test authorized by

Minnesota law and the results of the test indicate the presence of cannabis.

- c. The school district must not request or require an employee or job applicant to undergo cannabis testing on an arbitrary or capricious basis.
- d. Cannabis testing authorized under paragraph (d) must comply with the safeguards for testing employees provided in Minnesota Statutes, sections 181.953 and 181.954.

4. Oral fluid testing

- a. When drug and alcohol testing or cannabis testing is otherwise authorized under Minnesota Statutes, section 181.951, the school district may request an employee or job applicant to undergo oral fluid testing according to the procedures under Minnesota Statutes, section 181.953, subdivision 5a as an alternative to using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1.
- b. The employee must be informed of the test result at the time of the oral fluid test. Within 48 hours of an oral fluid test that indicates a positive test result or that is inconclusive or invalid, the employee or job applicant may request drug or alcohol testing or cannabis testing at no cost to the employee or job applicant using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1, and according to the existing laboratory testing standards in subdivisions 1 to 5. The rights, notice, and limitations in Minnesota Statutes, section 181.953, subdivision 6, paragraph (b), and subdivisions 7 to 8 and 10 to 11 apply to an employee or job applicant and a laboratory test conducted pursuant to this paragraph.
- c. If the laboratory test under paragraph (b) above indicates a positive result, any subsequent confirmatory retest, if requested by the employee or job applicant, must be conducted following the retest procedures provided in Minnesota Statutes, section 181.953, subdivision 6, paragraph (c), and subdivision 9 at the employee's or job applicant's own expense.
- d. Nothing in this subdivision is intended to modify the existing requirements for drug and alcohol testing or cannabis testing in the workplace under Minnesota Statutes, sections 181.950 to 181.957, unless stated otherwise.

5. Random Testing

The school district may request or require "other employees" to undergo cannabis testing or drug and alcohol testing on a random selection basis only if they are employed in safety sensitive positions.

6. Reasonable Suspicion Testing

The school district may request or require any employee to undergo cannabis testing or drug and alcohol testing if the school district has a reasonable suspicion that the employee:

- a. is under the influence of cannabis, drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol, cannabis flower, cannabis products, lowe-potency hemp edibles, or hemp-derived consumer products while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

7. Treatment Program Testing

The school district may request or require any employee to undergo cannabis testing and drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo cannabis testing and drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

8. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

C. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing or requesting cannabis testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing or cannabis testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test or cannabis test.

4. Notice of and Right to Explain Positive Test Result

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information (see Attachment F to this policy).
- b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
- c. The employee may present verification of enrollment in the medical

cannabis patient registry or of enrollment in a Tribal medical cannabis program as part of the employee's explanation.

- d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.
- e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.
- b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug, alcohol, or cannabis threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

- 6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

- 1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test or cannabis test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug, alcohol, or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.
6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance

with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug, alcohol, and cannabis testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. Ch. 43A (State Personnel Management)
 Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
 Minn. Stat. § 152.01 (Definitions)
 Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
 Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
 Minn. Stat. § 152.32 (Protections for Registry Program Participation)
 Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)
 Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
 Minn. Stat. § 221.031 (Motor Carrier Rules)
 49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
 49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
 49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
 49 C.F.R. Parts 40 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)
 49 C.F.R. Part 382 (Controlled Substances and Alcohol Use and Testing)

Cross-References: MSBA/MASA Model Policy 403 (Discipline, Suspension, And Dismissal of School District Employees)
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
 MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
 MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Replacing: Policies 4035 & 4050
 Adopted: 08.16.2022
 Reviewed: 01.28.2025

ATTACHMENT A

— DRIVER ACKNOWLEDGMENT —

DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

I have received a copy of the Drug, **and** Alcohol, and Cannabis Testing Policy of Independent School District No. 709 Duluth, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Federally Mandated Drug and Alcohol Testing for School Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver's license.

The District's policy was provided to me:

- Upon adoption of the policy (employee).
- Upon my hire (job applicant/new employee).
- After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing (job applicant).

I also received materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or **drug** controlled substance problem; and available methods of intervening when an alcohol or drug problem is suspected.

I have been advised that the Alcohol and Controlled Substances Testing Program Manager is Jeremy Kasapidis, Transportation Manager and that any questions I may have concerning the Policy should be directed to the Program Manager.

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

ATTACHMENT B

— BUS DRIVER OR DRIVER APPLICANT —
CONSENT TO SCHOOL DISTRICT CONDUCT
OF CLEARINGHOUSE FULL QUERY

Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver’s License (CDL) Drug and Alcohol Clearinghouse (“Clearinghouse”) to obtain information about whether the driver

- (1) has a verified positive, adulterated, or substituted controlled substances test result;
- (2) has an alcohol confirmation test with a concentration of 0.04 or higher;
- (3) has refused to submit to a test in violation of federal law; or
- (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law.

The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

I consent to the school district’s conduct of a Clearinghouse full query.

Dated: _____

Signature of Applicant

Typed or Printed Name

ATTACHMENT C

— BUS DRIVER OR DRIVER APPLICANT — REFUSAL TO SUBMIT TO TESTING

I hereby refuse to submit to drug/alcohol testing by doing the following:

- Failing to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so;
- Failing to remain at the testing site until the testing process is complete;
- Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;
- Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;
- Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;
- Failing or declining to take a second test as directed;
- Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);
- Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector, failing to sign the certification on the form);
- Failing to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process;
- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- Admitting to the collector or MRO that the driver adulterated or substituted the specimen; or
- Having a verified adulterated or substituted test as reported by the MRO.

[An applicant who fails to appear for a pre employment test, who leaves the testing site before the pre employment testing process commences, or who does not provide a urine specimen because he or she left before it commences, is not deemed to have refused to submit to testing.]

I recognize that my refusal subjects me to the consequences specified in federal law and regulations. It also constitutes a presumption of a positive result. I further recognize that if I am an applicant, I will be disqualified from consideration for the conditionally-offered position. If I am an employee, I will not be permitted to perform safety-sensitive functions, and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If the school district offers me an opportunity to return to a DOT safety-sensitive function, I understand I will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

Date: _____

Time: _____

Signature of Employee/Applicant

Supervisor: _____

Supervisor's Signature

Comments: _____

Employee refusal to sign

Supervisor's Initials: _____

ATTACHMENT D

-PRETEST NOTICE-

I, the undersigned employee/job applicant of Independent School District No. 709, Duluth , Minnesota ("School District") do hereby acknowledge that I have been provided a copy of the School. District's Drug, Alcohol, and Cannabis Testing Policy.

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

ATTACHMENT E

[Employee Name]
[Employee Address]

RE: Drug, ~~and/or~~ Alcohol, and/or Cannabis Test
[Date of Testing]

NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

Test Results:

Independent School District No. 709, Duluth, Minnesota has received the test result report from the testing laboratory:

- Your initial screening test result was negative.
- Your confirmatory test result was negative.
- Your confirmatory test result was positive.

Test Result Report:

You have the right to request and receive from the school district a copy of the test result on any drug, ~~or~~ alcohol test or cannabis test.

Right to Explain Positive Test Result:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information already submitted, to explain that result. Attached to this Notice is a document entitled "Explanation of Positive Test Result" for this purpose.

Right to Request Confirmatory Retests:

In the case of a positive test result on a confirmatory test, you have the right to request a confirmatory retest of the original sample at your own expense.

Within five (5) working days after notice of the confirmatory test result, you must notify the school district in writing of your intention to obtain a confirmatory retest.

Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that you have requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug, or alcohol, or cannabis threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against you.

Other Rights:

In the case of a positive test result on a confirmatory test, you may have other rights provided under the sections detailed below.

A. Employee Discharge and Discipline

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee whose position does not require a commercial driver's license on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
3. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.
5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

B. Withdrawal of Applicant's Job Offer

If a job applicant for a position that does not require a commercial driver's license has received a job offer made contingent on the applicant passing drug, ~~and~~ alcohol, and/or cannabis testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

ATTACHMENT F

EXPLANATION OF POSITIVE TEST RESULT

I, the undersigned employee/job applicant of Independent School District No. 709, Duluth, Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive test result on a confirmatory test.

I am currently taking or have recently taken:

- no over-the-counter or prescription medications; or
- the following over-the-counter or prescription medications:

I also offer the following information relevant to the reliability of, or explanation for, a positive test result:

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

ATTACHMENT G

— ACKNOWLEDGMENT —

DRUG, ~~AND~~ ALCOHOL, AND CANNABIS TESTING POLICY

I have received a copy of the Drug, ~~and~~ Alcohol, and Cannabis Testing Policy of Independent School District No. 709, Duluth, Minnesota and have read it in its entirety.

The District's policy was provided to me:

- Upon adoption of the policy (employee)
- Upon my hire (job applicant/new employee)
- After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug, ~~and~~ alcohol, and cannabis testing as applicable. (job applicant)

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

ATTACHMENT H

— ACKNOWLEDGMENT —

**GENERAL CONSENT FOR LIMITED QUERIES OF THE FEDERAL MOTOR CARRIER SAFETY
ADMINISTRATION (FMCSA) DRUG AND ALCOHOL CLEARINGHOUSE**

I, _____, hereby provide consent to Duluth Public Schools ISD 709 (“the District”) to conduct a limited query of the FMCSA Commercial Driver’s License Drug and Alcohol Clearinghouse (“Clearinghouse”) to determine whether drug or alcohol violation information about me exists in the Clearinghouse for the duration of my employment with the District.

I understand that if the limited query conducted by the District indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to the District without first obtaining additional specific consent from me.

I further understand that if I refuse to provide consent for the District to conduct a limited query of the Clearinghouse, the District must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA’s drug and alcohol program regulations.

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

621 LITERACY AND THE READ ACT

I. PURPOSE

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

Duluth Public Schools places a high value on literacy as a core component of students' educational journey. The school district is committed to providing evidence-based reading instruction that is consistent with the Read Act, ensuring that students develop strong reading and writing skills. The school district emphasizes a comprehensive, standards based approach to literacy, encompassing foundational skills, vocabulary development, reading fluency, and reading comprehension. This dedication to literacy aims to equip every student with the essential tools for academic success and lifelong learning in all subject areas.

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 expressive~~ language," or ~~receptive 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. ~~This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.~~
- 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, ~~by February 15 each year~~, and again within the last six weeks of the school year. The

screeener 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 ~~follow the language access plan under Minnesota Statutes, section 123B.32 and~~ give the parent of each student who is not reading at or above grade level ~~timely~~ information ~~from the screener~~ 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. ~~For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.~~
- ~~DE.~~ 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, ~~and students enrolled in dual language immersion programs,~~ 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 expressive or receptive language mastery.~~ ~~The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills.~~
- 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. ~~For students enrolled in dual language immersion programs:~~

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1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under paragraph A above;
 2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;
 3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;
 4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and
 5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.
- ED.** 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.
- DE.** 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.
- EF.** The school district must include in its **local** 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 **characteristics of reading difficulties, including** 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 **aligned and targeted** 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.119, 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.119.

[NOTE: Starting in the 2026-2027 school year, a school district must use only evidence-based literary interventions. The 2025 Minnesota legislature amended Minnesota Statutes, section 120B.12, subdivision 3, to delay the 2025-26 requirement for one school year.]

- 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 **aligned and targeted** reading intervention **as defined by the MTSS framework** 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.

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 **and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;**
 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;
 10. **the number of teachers and other staff proposed for training in structured literacy;**
 11. **how the district used funding provided under the Read Act to implement the requirements of the Read Act;**
 12. **beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98; and**
 13. **beginning on December 31, 2025, for a district with a dual language immersion program:**
 - a. **the program's partner language;**
 - b. **grade levels included in the program;**
 - c. **the language used to screen students' foundational reading skills;**
 - d. **the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and**
 - e. **the number of students in the program in grades 4 to 12 who are identified as not reading at grade level.**
- B. **Annually by June 15, t**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.~~

- C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

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~~ The district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by July 1, 2026:

1. ~~reading~~ 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. ~~kindergarten through grade 12~~ special education teachers ~~responsible for foundational reading instruction;~~
4. curriculum directors;
5. instructional support staff, ~~contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher; who provide reading instruction; and~~
6. employees who select literacy instructional materials for a district; ~~and~~
7. ~~teachers holding English as a second language teaching licenses.~~

- B. The school district must provide training from a menu of approved evidence-based training programs to ~~the following teachers by July 1, 2027:~~

1. ~~teachers who provide foundational reading instruction to students in grades 4 to 12;~~
2. ~~teachers who provide instruction to students in a state-approved alternative program; and~~
3. ~~teachers who provide instruction to students in dual language immersion programs.~~

~~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.

- D. Training provided by the following may satisfy the professional development requirements under this Article:
1. a certified trained facilitator; or
 2. a training program that MDE has determined meets the professional development 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.119 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~~ meet the requirements and goals adopted in the school district's local literacy plan. ~~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.119;~~
- ~~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.~~

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 124D.98 to enact these changes.]

Legal References: Minn. Stat. § 120B.119 (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

First Reading: 11.26.24
Second Reading: 12.03.24
Adopted: 12.17.24

508 EXTENDED SCHOOL YEAR FOR CERTAIN STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS

I. PURPOSE

The purpose of this policy is to ensure that the school district complies with the overall requirements of law as mandated for certain students subject to individualized education programs (IEPs) when necessary to provide a free appropriate public education (FAPE).

II. GENERAL STATEMENT OF POLICY

- A. Extended School Year Services Must Be Available to Provide a FAPE. The school district shall provide extended school year (ESY) services to a student who is the subject of an IEP if the student's IEP team determines the services are necessary during a break in instruction in order to provide a FAPE.
- B. Extended School Year Determination. At least annually, the IEP team must determine that a student is in need of ESY services if the student meets any of the following conditions:
1. There will be significant regression of a skill or acquired knowledge from the student's level of performance on an annual goal that requires more than the length of the break in instruction to recoup unless the IEP team determines a shorter time for recoupment is more appropriate; OR
 2. Services are necessary for the student to attain and maintain self-sufficiency because of the critical nature of the skill addressed by an annual goal, the student's age and level of development, and the timeliness for teaching the skill; OR
 3. The IEP team otherwise determines, given the student's unique needs, that ESY services are necessary to ensure the pupil receives a FAPE.
- C. Required Factors Schools Must Consider in Making ESY Determinations. The IEP team must decide ESY eligibility using information including:
1. Prior observations of the student's regression and recoupment over the summer;
 2. Observations of the student's tendency to regress over extended breaks in instruction during the school year; and
 3. Experience with other students with similar instructional needs.
- D. Additional Factors to Consider, Where Relevant. In making its determination of ESY needs, the following factors must be considered, where relevant:
1. The student's progress and maintenance of skills during the regular school year.
 2. The student's degree of impairment.
 3. The student's rate of progress.
 4. The student's behavioral or physical problems.
 5. The availability of alternative resources.

6. The student's ability and need to interact with nondisabled peers.
 7. The areas of the student's curriculum which need continuous attention.
 8. The student's vocational needs.
- E. No Unilateral Decisions. In the course of providing ESY services to children with disabilities, the school district may not unilaterally limit the type, amount, or duration of those services.
- F. Services to Nonresident Students Temporarily Placed in School District. A school district may provide ESY services to nonresident children with disabilities temporarily placed in the school district in accordance with applicable state law.

Legal References: Minn. Stat. § 125A.14 (Extended School Year)
 Minn. Rules Part 3525.0755
 20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
 34 C.F.R. Part 300 (IDEA Regulations)

First Reading: 05.03.2022 ~~May 3, 2022~~
 Second Reading: 06.07.2022
 Adopted: 06.21.2022 ~~June 21, 2022~~
 Reviewed:

101.1 NAME OF THE SCHOOL DISTRICT

I. PURPOSE

The purpose of this policy is to clarify the name of the school district.

II. GENERAL STATEMENT OF POLICY

Pursuant to statute, the official name of the school district is Independent School District No. 709. However, the school district is often referred to by other informal names. In order to avoid confusion and to encourage consistency in school district letterheads, signage, publications and other materials, the school board intends to establish a uniform name for the school district.

III. UNIFORM NAME

- A. The name of the school district shall be Duluth Public Schools.
- B. The name specified above may be used to refer to the school district and may be shown on school district letterheads, signage, publications and other materials.
- C. In official communications and on school district ballots, the school district shall be referred to as Independent School District No. 709 Duluth Public Schools, but inadvertent failure to use the correct name shall not invalidate any legal proceeding or matter or affect the validity of any document.

Legal References: Minn. Stat. § 123A.55 (Classes, Number)

Cross References: None

First Reading: 03.22.2016 ~~March 22, 2016~~
 Adopted: 04.19.2016 ~~April 19, 2016 ISD 709~~
 Reviewed: 10.18.2022 ~~October 18, 2022~~
 Reviewed:

101 LEGAL STATUS OF THE SCHOOL DISTRICT

I. PURPOSE

A primary principle of this nation is that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.
- B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school board's authority to govern, manage, and control the school district, to carry out its duties and responsibilities, and to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

III. RELATIONSHIP TO OTHER ENTITIES

- A. The school district is a separate legal entity.
- B. The school district is coordinate with and not subordinate to the county(ies) in which it is situated.
- C. The school district is not subservient to municipalities within its territory.

IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT

- A. Funds
 - 1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools and authority to manage and expend such funds, subject to applicable law.
 - 2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.
 - 3. School district officials occupy a fiduciary position in the management and expenditure of funds entrusted to them.
- B. Raising Funds
 - 1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.

2. The school district may issue bonds in accordance with the provisions of Minnesota Statutes chapter 475, or other applicable law.
3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
2. The school district shall manage its property in a manner consistent with the educational functions of the district.
3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
4. School district officials hold school property as trustees for the use and benefit of students, taxpayers, and the community.

D. Contracts

1. The school district is empowered to enter into contracts in the manner provided by law.
2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minnesota Statutes section 465.71 or other applicable law.
3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including real property.
4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter into written collective bargaining agreements with such employees, subject to applicable law.

E. Textbooks, Educational Materials, and Studies

1. The school district, through its school board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.
2. The school district shall establish and apply the school curriculum.

F. Actions and Suits

The school district has authority to sue and to be sued.

Legal References: Minn. Const. art. 13, § 1
 Minn. Stat. Ch. 123B (School District Powers and Duties)
 Minn. Stat. Ch. 179A (Public Employment Labo Relations)
 Minn. Stat. § 465.035 (Public Corporation, Conveyance or Lease of Land)
 Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.6175; 471.64 (Rights, Powers, Duties; Municipalities)
Minnesota Association of Public Schools v. Hanson, 287 Minn. 415, 178 N.W.2d 846 (1970)
Independent School District No. 581 v. Mattheis, 275 Minn. 383, 147 N.W.2d 374 (1966)
Village of Blaine v. Independent School District No. 12, 272 Minn. 343, 138 N.W.2d 32 (1965)
Huffman v. School Board, 230 Minn. 289, 41 N.W.2d 455 (1950)
State v. Lakeside Land Co., 71 Minn. 283, 73 N.W.970 (1898)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of School Board)
 MSBA/MASA Model Policy 603 (Curriculum Development)
 MSBA/MASA Model Policy 604 (Instructional Curriculum)
 MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
 MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
 MSBA/MASA Model Policy 705 (Investments)
 MSBA/MASA Model Policy 706 (Acceptance of Gifts)
 MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
 MSBA School Law Bulletin "F" (School District Contract and Bidding Procedures)

First Reading: 03.22.2016 ~~March 22, 2016~~
 Adopted: 04.19.2016 ~~April 19, 2016~~
 Reviewed: 10.18.2022 ~~October 18, 2022~~
 Reviewed:

1100 PUBLIC PERFORMANCES BY STUDENTS

The School Board recognizes that worthy and appropriate educational values accrue from pupil participation in civic and community affairs. Teachers are encouraged to provide students for public performances when such performances contribute to the educational process and objectives of that particular class or activity and when it does not interfere unduly with other scheduled classes or activities within the school. All requests for students to leave the building must be cleared by the principal who shall make certain that the safety and welfare of each student is protected.

School groups may, with the permission of the principal, participate in local public events which fall into the following classifications:

- Events sponsored by the schools. Educational events in which the schools serve as hosts shall have priority in scheduling appearances.
- Community functions organized in the interests of the school such as those that might be originated by the Parent-Teacher Association.
- Non-commercial civic occasions of community, county, state or national interest of sufficient breadth to enlist general sympathy and cooperation.
- Events that are primarily patriotic in nature.
- Charity benefit activities provided such activity has been specifically approved in advance by the Superintendent.
- Programs sponsored by established character-building agencies, or programs sponsored jointly by the school
- District and mass communication media where the time or space given to the programs are of a public service nature.

School groups may not participate in events that fall into any of the following classifications:

- Events that are for the purpose of private gain or for the advertising of any commercial project or product. A school name, the names of school-sponsored groups or school equipment shall not be exploited in events of a commercial nature.
- Events that are for the furtherance of any politically partisan interest.
- Events that are primarily for the furtherance of any sectarian concern.
- Events that cause an undue amount of interference with the regular school program or that cause an excessive amount of absence due to rehearsal or preparation.
- Events from which any individual is excluded because of race, color, creed, or gender.

Students may perform where admission fees are charged only if the proceeds are used for charitable, educational, civic, or service purposes. Gifts for performances may be accepted by the school, but not by individual students. Costs directly related to performances, the supervision of the students and liability protection for the participants will be responsibilities of the School District.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

~~1100 — PUBLIC PERFORMANCES BY STUDENTS~~

~~The School Board recognizes that worthy and appropriate educational values accrue from pupil participation in civic and community affairs. Teachers are encouraged to provide students for public performances when such performances contribute to the educational process and objectives of that particular class or activity and when it does not interfere unduly with other scheduled classes or activities within the school. All requests for students to leave the building must be cleared by the principal who shall make certain that the safety and welfare of each student is protected.~~

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~~Adopted: 06-09-1970 ISD 709~~

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

3019 INVESTMENTS

I. PURPOSE

The purpose of this policy is to establish guidelines for the investment of School District funds.

II. GENERAL STATEMENT OF POLICY

It is the policy of this School District to comply with all state laws relating to investments and to guarantee that investments meet certain primary criteria.

III. SCOPE

This policy applies to all investments of funds of the School District, regardless of the fund accounts in which they are maintained, unless certain investments are specifically exempted by the School Board through formal action.

IV. AUTHORITY; OBJECTIVES

A. The funds of the School District shall be deposited or invested in accordance with this policy, Minn. Stat. Chapter 118A and any other applicable law or written administrative procedures.

B. The primary criteria for the investment of the funds of the School District, in priority order, are as follows

1. Safety and Security. Safety of principal is the first priority. The investments of the School District shall be undertaken in a manner that seeks to ensure the preservation of the capital in the overall investment portfolio.
2. Liquidity. The funds shall be invested to assure that funds are available to meet immediate payment requirements, including payroll, accounts payable and debt service.
3. Return and Yield. The investments shall be managed in a manner to attain a market rate of return through various economic and budgetary cycles, while preserving and protecting the capital in the investment portfolio and taking into account constraints on risk and cash flow requirements.

V. DELEGATION OF AUTHORITY

A. The Director of Business and Finance of the School District is designated as the investment officer of the School District and is responsible for investment decisions and activities under the direction of the School Board. The investment officer shall operate the School District's investment program consistent with this policy. The investment officer may delegate certain duties to a designee or designees, but shall remain responsible for the operation of the program.

B. All officials and employees that are a part of the investment process shall act professionally and responsibly as custodians of the public trust, and shall refrain from personal business activity that could conflict with the investment program or which could reasonably cause others to question the process and integrity of the investment program. The investment officer shall avoid any transaction that could impair public confidence in the School District.

VI. STANDARD OF CONDUCT

The standard of conduct regarding School District investments to be applied by the investment officer shall be the "prudent person standard." Under this standard, the investment officer shall exercise that degree of judgment and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence would exercise in the management of their own affairs, investing not for speculation and considering the probable safety of their capital as well as the probable investment return to be derived from their assets. The prudent person standard shall be applied in the context of managing the overall investment portfolio of the School District. The investment officer, acting in accordance with this policy and exercising due diligence, judgment and care commensurate with the risk, shall not be held personally responsible for a specific security's performance or for market price changes. Deviations from expectations shall be reported in a timely manner and appropriate actions shall be taken to control adverse developments.

VII. MONITORING AND ADJUSTING INVESTMENTS

The investment officer shall routinely monitor existing investments and the contents of the School District's investment portfolio, the available markets and the relative value of competing investment instruments.

VIII. INTERNAL CONTROLS

The investment officer shall establish a system of internal controls which shall be documented in writing. The internal controls shall be reviewed by the School Board and shall be annually reviewed for compliance by the School District's internal auditor or independent auditors. The internal controls shall be designed to prevent and control losses of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions by officers, employees or others. The internal controls may include, but shall not be limited to, provisions relating to control of collusion, separation of functions, separation of transaction authority from accounting and record keeping, custodial safekeeping, avoidance of bearer form securities, clear delegation of authority to applicable staff members, limitations regarding securities losses and remedial action, written confirmation of telephone transactions, supervisory control of employee actions, minimizing the number of authorized investment officials, and documentation of transactions and strategies.

IX. PERMISSIBLE INVESTMENT INSTRUMENTS

The School District may invest its available funds in those instruments specified in Minn. Stat. 118A.04 and 118A.05, as that section may be amended from time to time, or any other law governing the investment of School District funds.

X. PORTFOLIO DIVERSIFICATION; MATURITIES

A. The School District shall diversify its investments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities.

1. The maximum percentage of the School District's investment portfolio that may be invested in a single investment issuer is 20%.
2. The maximum percentage of the School District's investment portfolio that may be invested in a single type of investment instrument, such as U.S. Treasury Obligations, certificates of deposit, repurchase agreements, banker's acceptances, commercial paper, etc. is 85%.
3. The maximum percentage of the total investment portfolio that may be held in any one depository is 75%.
4. Investment maturities shall be scheduled to coincide with projected School District cash flow needs, taking into account large routine or scheduled expenditures, as well as anticipated dates of receipt of anticipated revenues. Maturities for short-term and long-term investments shall be timed according to anticipated need. Within these parameters, portfolio maturities shall be staggered to avoid undue concentration of assets and a specific maturity sector. The maturities selected shall provide for stability of income and reasonable liquidity.

XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

Before the School District invests any funds in a specific investment instrument, a competitive quotation process shall be utilized. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, quotations shall be requested for instruments which meet the maturity requirement. If no specific maturity is required, a market trend analysis, which includes a yield curve, will normally be used to determine which maturities would be most advantageous. Quotations shall be requested for various options with regard to term and instrument. The School District will accept the quotation that provides the highest rate of return within the maturity required and within the limits of this policy. Generally all quotations will be computed on a consistent basis, i.e., a 360-day or a 365-day yield. Records will be kept of the quotations received, the quotations or bids accepted and a brief explanation of the decision that was made regarding the investment.

XII. QUALIFIED INSTITUTIONS AND BROKER-DEALERS

A. The School District shall maintain a list of the financial institutions that are approved for investment purposes.

B. Prior to completing an initial transaction with a broker, the School District shall provide to

the broker a written statement of investment restrictions which shall include a provision that all future investments are to be made in accordance with the district's investment policy and with Minnesota Statutes governing the investment of public funds. The broker must annually acknowledge receipt of the statement of investment restrictions and agree to handle the School District's account in accordance with these restrictions. The School District may not enter into a transaction with a broker until the broker has provided this written agreement to the School District. The notification form to be used shall be that prepared by the State Auditor. A copy of this investment policy, including any amendments thereto, shall be provided to each such broker.

XIII. SAFEKEEPING AND COLLATERALIZATION

A. All investment securities purchased by the School District shall be held in third-party safekeeping by an institution designated as custodial agent. The custodial agent may be any federal reserve bank, any bank authorized under the laws of the United States or any state to exercise corporate trust powers, a primary reporting dealer in United States Government securities to the Federal Reserve Bank of New York, or a securities broker-dealer defined in Minn. Stat. 118A.06. The institution or dealer shall issue a safekeeping receipt to the School District listing the specific instrument, the name of the issuer, the name in which the security is held, the rate, the maturity, serial numbers and other distinguishing marks, and other pertinent information.

B. Deposit-type securities shall be collateralized as required by Minn. Stat. 118A.03 for any amount exceeding FDIC, SAIF, BIF or FCUA coverage.

C. Repurchase agreements shall be secured by the physical delivery or transfer against payment of the collateral securities to a third party or custodial agent for safekeeping. The School District may accept a safekeeping receipt instead of requiring physical delivery or third-party safekeeping of collateral on overnight repurchase agreements of less than \$1,000,000.

XIV REPORTING REQUIREMENTS

A. The investment officer shall generate daily and monthly transaction reports for management purposes. In addition, the School Board shall be provided a monthly report that shall include data on investment instruments being held as well as any narrative necessary for clarification.

B. The investment officer shall prepare and submit to the School Board a quarterly investment report that summarizes recent market conditions, economic developments, and anticipated investment conditions. The report shall summarize the investment strategies employed in the most recent quarter, and describe the investment portfolio in terms of investment securities, maturities, risk characteristics and other features. The report shall explain the quarter's total investment return and compare the return with budgetary expectations. The report shall include an appendix that discloses all transactions during the past quarter. Each quarterly report shall indicate any areas of policy concern and suggested

or planned revisions of investment strategies. Copies of the report shall be provided to the School District's internal auditor.

C. Within forty-five (45) days after the end of each fiscal year of the School District, the investment officer shall prepare and submit to the School Board a comprehensive annual report on the investment program and investment activity of the School District for that fiscal year. The annual report shall include 12-month and separate quarterly comparisons of return and shall suggest revisions and improvements that might be made in the investment program.

D. If necessary, the investment officer shall establish systems and procedures to comply with applicable federal laws and regulations governing the investment of bond proceeds and funds in a debt service account for a bond issue. The record keeping system shall be reviewed annually by the internal auditor or independent auditor or by another party contracted or designated to review investments for arbitrage rebate or penalty calculation purposes.

XV. DEPOSITORIES

The School Board shall annually designate one or more official depositories for School District funds. The treasurer and the chief financial officer of the School District may also exercise the power of the School Board to designate a depository. The School Board shall be provided notice of any such designation by its next regular meeting. The School District and the depository shall each comply with the provisions of Minn. Stat. 118A.03 and any other applicable law, including any provisions relating to designation of a depository, qualifying institutions, depository bonds, and approval, deposit, assignment, substitution, addition and withdrawal of collateral.

XVI. ELECTRONIC FUNDS TRANSFER OF FUNDS FOR INVESTMENT

The School District may make electronic fund transfers for investments of excess funds upon compliance with Minn. Stat. 471.38.

References: MN Stat. 118A.01
 MN Stat. 118A.02
 MN Stat. 118A.03
 MN Stat. 118A.04
 MN Stat. 118A.05
 MN Stat. 118A.06
 MSBA Model Policy 703
 MSBA Model Policy 705
 MSBA Service Manual
 Minnesota Legal Compliance Audit Guide prepare by Office of the State Auditor

Adopted: 07-21-1998 ISD 709

3020 TUITION FEES - INCOMING NON-RESIDENT

Tuition for non-resident pupils shall be determined by the School Board for both elementary and secondary schools.

Non-resident pupils will be accepted subject to approval of the Superintendent and applicable state statutes.

Non-resident tuition fees shall be fixed on the basis of actual total maintenance cost plus expenditures, or authorized charges for capital outlay, and shall be annually approved by the School Board.

All tuition billings shall be based on membership of the non-resident with new enrollments, transfers or withdrawals calculated to the actual days of membership.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

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

3025 TUITION FEES - OUTGOING RESIDENT

Resident pupils who have special needs, or who have been consigned for correction or special help to a facility in another school district, may have their tuition paid by the Duluth School District after proper consideration by the School Board.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

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

3030 MATERIAL FEES

The students are responsible for the cost of replacing any materials or property which are lost or damaged through negligence or vandalism. Minimum fees will be charged for materials used in those activities beyond the basic academic curriculum or in which the students elect to participate, and in shop and art activities where the product becomes the property of the student.

Reference: MSA 123.35

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Reference: MSA 123.35~~

~~Adopted: 06-09-1970 ISD 709~~

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

3035 SALE AND DISPOSAL OF EQUIPMENT

The Director of Business Services shall be authorized to dispose of obsolete equipment by selling it to the highest bidder and shall report all such transactions of \$50 or more to the School Board. Equipment or materials acquired under a federal program are to be disposed according to the guidelines established by the federal agency or the state's administrative agency under which they were issued.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

03-20-2001 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995~~

03-20-2001 ISD 709

3041 GRANTS AND GIFTS - DEVELOPING AND MANAGING PROPOSAL

The School District supports the development of special and general proposals for acquiring and managing grants, gifts, and other monies with the purpose of providing a better education for learners. Due to the uniqueness of the School District, the School Board realizes that various fundings are necessary to bring about the mission of the School District. The School Board realizes that coordination must be done with activities, resources, and finances of proposals implemented in behalf of the School District. The School Board further realizes that the following regulations are necessary to implement and manage this policy.

Adopted: 03-16-1993 ISD 709

Revised: 06-20-1995 ISD 709

3041R GRANTS AND GIFTS - DEVELOPING AND MANAGING PROPOSALS

1. To be considered, a proposal for any new idea, grant, or other item relating to a program or constituting a program in the School District must be submitted in writing responding to the following:
 - a. Description of how proposal relates to District mission
 - b. Program summary
 - c. What's unique about the program
 - d. What problem does program address
 - e. Goals--methodology/activities--outcomes
 - f. Budget--description and amounts of line items
 - g . Signature of responsible person
2. Proposals should be submitted by writers/applicant to the direct supervisor for review and sent to the administrator in charge in the division where the proposal originated.
3. The administrator in charge will distribute copies to the other division administrators for review and comment.
4. The administrator in charge will make a recommendation to the Superintendent after the proposal is reviewed by the cabinet.
5. Two weeks must be allowed for review and approval.
6. Proposals should be accompanied by a suggested source of funding, preferably other than the School District's general fund.
7. Proposals are not limited to instruction.
8. Proposals will be judged on their ability to meet a need in the mission for the School District.
9. All proposals and grant applications must include a completed revenue and expenditure summary.
10. Once proposals are received from a funding agency in an approved status, copies will be distributed to the divisions of the School District for information and management purposes.
11. The responsible administrator will meet with the proposal writer and staff to set up program and finance management procedures according to School District policy, expectations and state/federal laws.

Approved: 03-16-1993 ISD 709

Revised: 06-20-1995 ISD 709

3050 FUNDS MANAGEMENT

The School Board is responsible for the control of all funds of the School District, including internal funds. The School Board authorizes each school to maintain one checking, savings, and money market account and multiple certificates of deposit. The checking account shall be established for the receipt and disbursement of certain curricular, co-curricular, non-curricular and extra-curricular monies as identified in the Secondary, Middle, and Transitional Student Activity Accounting Procedures and the Elementary Student Activity Accounting Procedures. These funds shall be administered by and be the responsibility of the individual school principal. The funds shall be accounted for using the Student Activity Accounting Procedures and shall be consistent with other School Board policies relating to the administration of funds and curricular, co-curricular, non-curricular, and extra-curricular activities.

Reference: MSA 123.34

Adopted: 06-09-1970 ISD 709

Revised: 11-16-1993

06-20-1995 ISD 709

~~3050—FUNDS MANAGEMENT~~

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~~Reference: MSA 123.34~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 11-16-1993~~

~~06-20-1995 ISD 709~~

3055 PURCHASING

It is the intention of the School Board that not only the letter but the spirit of all laws and regulations relating to purchases by the School District, and the control of its finances and property, be abided by strictly and without exception. All purchases shall be made through the Purchasing Department. Purchasing transactions will be authorized on properly signed purchase orders or administered by purchasing cards through the purchasing/finance_ departments. No unauthorized persons shall make purchases, enter into contracts, or make commitments in the name, or on behalf of the School Board or the School District. The_ Superintendent or Business Services Director are authorized to contract for goods and services in accordance with the provisions of Minnesota State Statutes.

To help achieve both quality control and the price advantage of quantity purchasing, the administration is requested to:

1. Set open specifications for goods and services as needed.
2. Where feasible and as a convenience to bidders, cite one or more acceptable brands, or models, as a basis for bids even though the specifications are "open." Educational factors shall be considered along with price factors.
3. Invite vendors to bid on those specifications or examples, as well as comparable ones which the vendors believe to be acceptable according to the specifications.

The Director of Technology will approve all computer hardware purchases/leases exceeding \$500.00. All computer hardware purchases must follow standards established by the Technology Department. These computer standards will be reviewed annually as to affordability, stability and maintenance history.

Any deviations from this policy will be reported to the School Board at the next regular Board meeting.

References: MSA 123B.14
MSA 123B.51
MSA 123B.52
MSA 471.345

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995
02-15-2005
12-16-1997
07-21-1998 ISD 709

~~3055 — PURCHASING~~

~~It is the intention of the School Board that not only the letter but the spirit of all laws and regulations relating to purchases by the School District, and the control of its finances and property, be abided by strictly and without exception. All purchases shall be made through the Purchasing Department. Purchasing transactions will be authorized on properly signed purchase orders or administered by purchasing cards through the purchasing/finance departments. No unauthorized persons shall make purchases, enter into contracts, or make commitments in the name, or on behalf of the School Board or the School District. The Superintendent or Business Services Director are authorized to contract for goods and services in accordance with the provisions of Minnesota State Statutes.~~

~~To help achieve both quality control and the price advantage of quantity purchasing, the administration is requested to:~~

- ~~1. Set open specifications for goods and services as needed.~~
- ~~2. Where feasible and as a convenience to bidders, cite one or more acceptable brands, or models, as a basis for bids even though the specifications are "open." Educational factors shall be considered along with price factors.~~
- ~~3. Invite vendors to bid on those specifications or examples, as well as comparable ones which the vendors believe to be acceptable according to the specifications.~~

~~The Director of Technology will approve all computer hardware purchases/leases exceeding \$500.00. All computer hardware purchases must follow standards established by the Technology Department. These computer standards will be reviewed annually as to affordability, stability and maintenance history.~~

~~Any deviations from this policy will be reported to the School Board at the next regular Board meeting.~~

~~References: MSA 123B.14~~

~~———— MSA 123B.51~~

~~———— MSA 123B.52~~

~~———— MSA 471.345~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995~~

~~———— 02-15-2005~~

~~———— 12-16-1997~~

~~———— 07-21-1998 ISD-709~~

3060 LOCAL PURCHASING

Local purchasing will be favored whenever the following factors are equal between local and non-local vendors:

1. Quality of product.
2. Suitability of product.
3. Price.
4. Conformance to specifications.
5. Convenience of delivery.
6. General reputation of business firms.

Convenience in procuring warranted service, parts, or maintenance will be considered along with the overall cost of a purchase in determining the successful bidder.

In accordance with School Board policy favoring local purchasing, the following procedure will be used:

1. In case of tie satisfactory bids, within-state ones will be chosen over out-of-state.
2. In case of tie satisfactory bids within-the-School District, a coin will be tossed to determine the award.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

3065R VENDING MACHINES AND RELATIONS WITH VENDORS

Machines for the dispensing of foods and beverages may be used in the public schools of Duluth as a supplement to the cafeteria service and to provide after hours service. The following guidelines will govern their management, installation, use and specific items to be dispensed:

1. Management

The dispensing machines shall be under the general direction of the school principal. All proceeds are to be posted to the general fund but may be maintained at the school site. The proceeds may be expended as dictated by district accounting and purchasing policies. Proper accounting shall be submitted regularly to the Director of Business and Finance on all proceeds and expenditures.

2. Installation

Vending machines are to be installed at the expense of the local school. All contracts must be ratified by the School Board and shall go out for bid if the aggregate receipts from all machines located in a building exceed \$5000 in a fiscal year. The machines shall be so located as to meet building codes, convenience of operation, accessibility, and ease of maintenance. The placement shall be the joint decision of the local school administration, the engineering department, and the child nutrition department. All financial responsibility for the maintenance and repair shall remain with the individual school.

3. Use

Vending machines and their products may not operate in competition with school cafeterias. Their use is to broaden the services offered students and shall not be operated so as to detract or supplant the nutritional offerings of the school cafeteria. It is further recommended that attention be given to its use before or after school and before or during evening activities.

4. Guidelines for Specific Items to be Dispensed

It would be impractical to identify all items that should or should not be sold through a vending machine. With the guidelines identified under "use" the following regulations apply:

The following items may not be dispensed during lunch periods:

Coffee, tea, carbonated beverages, corn chips, potato chips, ice cream, candy, etc., and any items directly in competition with those being sold in the cafeteria. (But may be acceptable when the cafeteria is not in service.)

The following items are acceptable and may be operated at any time:

Fruit, noncarbonated beverages, milk, consommé', sandwiches, etc.

All efforts should be made to encourage cafeteria participation and the support of nutritious

food.

The vending machines should be a supplement to the cafeteria and not to replace the services; consequently the major use should be before and after school hours, evening, and at those times in which the services of the cafeteria are not available.

5. Relations with Vendors

All supplies' representatives shall have a hearing relative to their products at the earliest convenient date. Subsequent visits shall be promptly acknowledged and interviews granted or not, depending upon the circumstances. Purchasing personnel are not required to put their time absolutely and indiscriminately at the disposal of all salesmen, however frequent or at whatever time, or on what mission they may be calling. The Director of Business and Finance may be the judge, but he/she is not relieved from his/her obligation of courtesy. The Duluth Public Schools shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price, and delivery, with past service being a factor if all other considerations are equal.

All letters, wires, and other types of communications shall be answered or acknowledged promptly.

The schools shall not solicit funds or material from vendors, however worthy the purpose. No purchase will be made from an employee of the School District, nor from a member of the immediate household of an employee.

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

No employee shall endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the School District.

Approved: 06-09-1970 ISD 709

Revised: 10-19-1993

06-20-1995 ISD 709

3065 VENDING MACHINES AND RELATIONS WITH VENDORS

The School Board wishes to maintain good working relations with vendors who supply materials, supplies, and services to the school system. Constructive efforts by the administration to seek the advice and counsel of vendors about how to improve such relationships are encouraged.

Vendors who feel the specifications are unduly restrictive are encouraged to bring this to the Superintendent's attention by written communication.

Automatic vending machines or sales, the proceeds of which remain with the School Board, are authorized in any elementary or secondary public school in the city (i.e. sanitary equipment, milk, or other items designated by the School Board).

Automatic vending machines or sales, the proceeds of which physically remain in an individual school yet credited to the district's general fund, may be authorized if the sales supplement rather than conflict with existing School Board programs and policies. Non-conflicting vending machines or sales shall be originated at the discretion of the school principal.

All vending contracts over \$5000 must be obtained based on competitive bids and all contracts must be ratified by the School Board. In the event any vendored or sold items are questioned or disputed as being in conflict with existing School Board programs or policies, the School Board, after proper review, shall make the determination.

Effective for all contracts entered into after June 30, 1995, student picture or yearbook contracts grossing over \$5000 in sales must also be obtained based on competitive bids and all contracts must be ratified by the School Board. In the event any item is questioned or disputed as being in conflict with existing School Board programs or policies, the School Board after proper review shall make the determination.

References: MSA 121.908
MSA 123.37
MSA 127.15
MSA 471.345

Adopted: 06-09-1970 ISD 709
Revised: 10-19-1993
04-25-1995
06-20-1995 ISD 709

3095 PETTY CASH FUNDS

Petty cash funds may be established at the direction and approval of the School Board. Petty cash funds may be reimbursed by the School District for expenditures made as frequently as may be necessary to sustain the fund at its authorized balance. No part of such fund may be loaned or advanced against the salary of an employee.

Payments from petty cash funds by authorized personnel for minor items purchased for school use will be documented as follows:

1. Cash receipt containing the following information:
 - a. Name and address of vendor
 - b. Date of purchase
 - c. Description of items
 - d. Unit cost
 - e. Total cost
 - f. Acknowledgment of cash payment received
 - g. Signature of purchaser

2. A copy of Petty Cash Voucher, identifying the purchase to which related, and signed by the person receiving reimbursement.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

3115 MONIES IN SCHOOL BUILDINGS

Monies collected by School District employees and by student treasurers shall be handled with good and prudent business procedures, both to demonstrate the ability of School District employees to operate in that fashion and to teach such procedures to our students. All monies collected shall be receipted and accounted for and directed without delay to the proper location of deposit.

In no case shall monies be left overnight in schools except in safes provided for safekeeping of valuables, and even then, no more than twenty-five dollars (\$25) should be so kept. All school banks shall provide for making bank deposits after regular banking hours in order to avoid leaving money in school overnight.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

3120 SAFETY (CHRISTMAS TREES / HOLIDAY DECORATIONS)

The use of decorative trees and other holiday decorations in schools will be in accordance with state laws and local regulations set forth by the Duluth Fire Marshal.

1. **Restrictions on Natural Trees**
 - a. Number allowed - one per school.
 - b. Electric lights - not permitted.
 - c. Placement - not permitted in any classroom; do not place near any heat source; select an area remote of exits and which does not alter or restrict normal traffic patterns.
 - d. Stand - stable and filled with water; trees over nine feet must be tied at the top.
 - e. Time limit - allowed in building a maximum of five (5) school days.

2. **Restrictions on Artificial Trees**
 - a. Type - must be flame retardant.
 - b. Number allowed - no limit.
 - c. Lighting - only miniature, cool burning, UL labeled permitted.
 - d. Placement - Select area/s remote of exits where normal traffic patterns are not restricted or altered; not allowed in classrooms with lights.

3. **Decorations**
 - a. Natural evergreen branches are not permitted. If desired, use fire retardant artificial decorations and use them sparingly.
 - b. Electric lights - not permitted (except as in artificial trees above and not in classrooms).
 - c. Metal, or any type of decoration, will not be allowed near electric light fixtures.

4. **General Safety Rules**
 - a. Fire Extinguishers -do not hide from view or hamper access to any fire fighting equipment or exit signs. Periodically review fire extinguisher locations and fire drill procedures.
 - b. Candles or open flames - never allowed.

Adopted: 06-09-1970 ISD 709

Revised: 11-13-1990

06-20-1995 ISD 709

3125R RESTRICTIONS ON USE OF BUILDINGS AND GROUNDS

All school buildings shall be treated as professional work stations, except that to properly protect the taxpayers' investment, the following rules are applicable to all school employees:

1. Weekday usage of the school building shall be restricted in the evening to the hours that a school custodian or engineer is in the building--10:00 to 10:30 in all secondary buildings and certain elementary buildings having second shift custodians.
2. All employee usage after the regular school hours shall be confined to the employee's immediate work station.
3. Any employee entering the building during the period after the regular school closing, but prior to the engineer leaving the building, shall:
 - a. Check to see that the door was locked following entry.
 - b. Avoid turning on lights except in immediate work station.
 - c. Turn off lights in work station prior to leaving.
 - d. Check work station prior to leaving for fire or safety hazards.
 - e. Check to see that the door was locked following departure.
4. Keys for entering the building during non-school hours shall be issued by the building principal, on an evening or daily basis. The principal shall keep a record of the location of all keys at all times, and the log shall include the signature of the employee possessing the key.
5. Gyms, pools, cafeterias, and shop machinery shall not be considered as work stations for any employee and may only be used on specific Building Use Authorizations through the established procedures under the supervision of the principal.
6. After hour entrances and exits shall be confined to one entrance at each building, the entrance or exit to be designated by the school principal after consultation with the building engineer.
7. The use of the building on Sundays and holidays by school personnel is prohibited.
8. The use of the building on Saturdays is discouraged but permissible during the hours of 8:00 a.m. to 5:00 p.m. provided all rules and building security are followed.
9. The above rules are inflexible, and any employee violating said rules shall, on the first violation, be served notice by the building principal, on second violation have note of said violation placed on employee's record or rating forms, and on third violation be subject to discipline as directed by the Superintendent.
10. Only permanent full-time employees may check out keys to their own work station. Keys for school buildings are to be checked out by the school principal and no keys shall be duplicated. The principal shall receive sufficient keys to allow each teacher to have a key for his work station and allow for one after-hour key for each five staff members. The Director of Facilities & Risk Management may conduct routine checks of keys, receipts, and logs at all buildings.
11. The restrictions (1 to 10 inclusive) above pertain to the use of the buildings by the professional staff under the building principal. Situations arising in conflict with the restrictions shall be submitted to the Director of Business and Finance for decisions.
12. Any use of school buildings by other organizations or individual shall be by permit applied for and issued from the Community Education Office.

Approved: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

3125 SECURITY OF BUILDINGS AND GROUNDS

Locking Systems

Locking systems for all School District buildings shall be the responsibility of the Supervisor of Maintenance & Construction, and keys shall be issued only by the Maintenance & Construction Office.

Master Keys

Master keys shall be issued only to Physical Plant personnel whose job responsibilities may require access to any building. Reproduction and issuance of general master keys shall be authorized only by the Business & Finance Services Office.

Exterior Door Keys

Exterior door keys shall be issued only to the principal, building engineer, firepersons, and custodial staff, and to other authorized personnel approved by the principal and building engineer.

Interior Door Keys

Interior door keys for elementary and secondary schools shall be issued by the physical plant department to each building engineer. The building engineer shall issue necessary keys to the principal and custodial personnel. Each teacher shall be issued a key to his/her classroom. At the termination of the regular school year and at the termination of the summer school period, teachers shall return keys as part of their check-out procedure. Keys shall not be issued to substitute teachers, student teachers, or students.

Electronic Security Systems

In buildings equipped with electronic security systems, keys for arming/de-arming such systems shall be issued to designated members of the building custodial staff and principal. Transfer of any key to an unauthorized person is prohibited. Designation of authorized personnel shall be made by the Director of Business and Finance. Arming and de-arming of systems shall be done by authorized persons.

General Statements Regarding Buildings and Grounds

This policy is designed to provide for the protection of the buildings and lands of schools; to provide for peace, quiet, and good order in and around schools; and to provide for the removal of those not having legitimate business on school property.

No person shall mark with any substance or in any other manner deface or do damage to any building owned, occupied, or otherwise used as a school, or in any other way or manner deface or do damage to any fence, tree, lawn, or other fixture situated on lands owned, occupied, or otherwise used by a school.

No person on property in which any class is in session, or in which any gathering or function is taking place, shall loiter or make any noise or diversion which disturbs the quiet or good order of such school activity.

Any person not a student in the school, employee of the school, or parent of any student enrolled therein, shall not remain within any school during normal school hours without securing the permission of the principal or person in charge. School hours include one hour prior to normal class time and one hour after classes are dismissed.

Persons not engaged in an authorized after-hour or weekend activity shall not remain on school premises without permission of the principal or person in charge.

Adopted: 06-09-1970 ISD 709

Revised: 06-09-1981

06-20-1995 ISD 709

3130 MAINTENANCE AND OPERATION OF PLANT

An effective educational program requires clean, healthful, safe, business-like and attractive physical facilities. The maintenance and custodial staff is charged with the responsibility of caring for and protecting these facilities. In order to carry out an efficient maintenance program, the building engineer and other custodial staff must receive the cooperation of the pupils, the teachers, and the principal.

The principal's responsibility is one of direction and supervision. Each custodian must have a daily work schedule in order to accomplish his/her part of the overall task. He/she must be given directions on how to perform the various duties assigned to him/her. The principal may supervise and check to ensure that all custodians are doing their share of the work to the best of their ability and report any discrepancies to the Supervisor of Operations & Inventory.

A factual report by the principal on the performance and conduct of the building engineer will be made to the Supervisor of Operations & Inventory semi-annually.

Areas of safety in the operation of a physical facility that must be addressed by the maintenance and custodial staff (with the assistance of all staff members in the building) are as follows:

1. The accumulation of materials which can cause fires or can add fuel to a fire must be eliminated wherever possible.
2. Quantities of paper should not be accumulated in other than the central storage area.
3. Stage and auditorium areas are to be kept free of debris. Stage managers have "standing" instructions to discard anything not part of regular stage equipment within twenty-four (24) hours after a performance is completed.
4. Walkways must be kept clear of snow and safe for pedestrian traffic at all times. Frequent checks for slippery conditions during the thawing weather are vital. Non-skid materials shall be used as required.
5. Fire alarms are to be set off and checked daily by the building engineer or his/her staff, before or after the regular school day. A different station is to be checked each day to ensure that all fire stations and alarms are in operation.
6. Fire extinguishers are to be checked frequently and kept in perfect order. They must also be checked annually by the State Fire Marshal and certified as to their readiness.
7. A complete fire drill and exit program must be worked out by the school principal. Practice fire drills must be held frequently enough so that all pupils know where they must exit and the route they must take to prevent confusion. Each classroom shall contain a fire drill instruction chart mounted in a conspicuous manner by the classroom door. Each teacher shall be responsible for the exit of his/her class at the time on an alarm.
8. All exit lights must be on when the school building is occupied.
9. Combustible liquids must be kept only by the engineer in a storage area specified for "combustible liquids" and in a safety-approved container only.
10. Lighted candles or any other form of open flame, other than bunsen burners or acetylene torches in a controlled classroom situation, are strictly forbidden.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

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1. The accumulation of materials which can cause fires or can add fuel to a fire must be eliminated wherever possible.
2. Quantities of paper should not be accumulated in other than the central storage area.
3. Stage and auditorium areas are to be kept free of debris. Stage managers have "standing" instructions to discard anything not part of regular stage equipment within twenty four (24) hours after a performance is completed.
4. Walkways must be kept clear of snow and safe for pedestrian traffic at all times. Frequent checks for slippery conditions during the thawing weather are vital. Non skid materials shall be used as required.
5. Fire alarms are to be set off and checked daily by the building engineer or his/her staff, before or after the regular school day. A different station is to be checked each day to ensure that all fire stations and alarms are in operation.
6. Fire extinguishers are to be checked frequently and kept in perfect order. They must also be checked annually by the State Fire Marshal and certified as to their readiness.
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10. Lighted candles or any other form of open flame, other than bunsen burners or acetylene torches in a controlled classroom situation, are strictly forbidden.

Adopted: ~~06-09-1970~~ ISD-709

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

3137 MEMBERSHIPS IN COMMUNITY ORGANIZATIONS

The District prohibits the use of public funds to join or pay for District or employee membership in community service organizations including but not limited to the Kiwanis, the Rotary, the Chamber of Commerce, or the Lions Club. In the event that the membership is paid for as part of an employee's individual or union/unit contract, the superintendent has the authority to approve payments to such community organizations that serve a public purpose and advance the educational mission of the District, as he/she and the Board deems appropriate.

Adopted: 12-16-2003 ISD 709

~~3137 — MEMBERSHIPS IN COMMUNITY ORGANIZATIONS~~

~~The District prohibits the use of public funds to join or pay for District or employee membership in community service organizations including but not limited to the Kiwanis, the Rotary, the Chamber of Commerce, or the Lions Club. In the event that the membership is paid for as part of an employee's individual or union/unit contract, the superintendent has the authority to approve payments to such community organizations that serve a public purpose and advance the educational mission of the District, as he/she and the Board deems appropriate.~~

~~Adopted: 12-16-2003 ISD 709~~

3150 TRANSPORTATION - RESPONSIBILITIES OF PRINCIPALS

Pupils are not to be excluded from the bus along the route for a violation of discipline; all such violations shall be reported by the bus driver to the principal and to the Supervisor of Transportation using the Bus Driver's Report of Student Misconduct form.

The principal shall investigate all complaints of misbehavior on school buses and take appropriate disciplinary action when necessary.

Principals shall arrange for the prompt release at the end of the school day of students who are to ride school buses. The principal, or designee, shall advise the parents if a transported student misses any bus, and the student or parents/ guardian shall make their own transportation arrangements in such an emergency.

In instances where student misbehavior has caused damage to the school bus, a statement of repair costs will be mailed to the parents for reimbursement to the School District for such repair costs.

Lists of transported students are to be maintained by each school. Changes of address, deletions, or additions must be reported to the Transportation Department on a Route Revision Request form.

Adopted: 06-09-1970 ISD 709
 Revised: 10-21-1975
 11-13-1979
 07-11-1989
06-20-1995 ISD 709

3155 TRANSPORTATION - RESPONSIBILITY OF TEACHERS

Each elementary and secondary curricular (field) and co-curricular trip must be requisitioned by the teacher or coach. The trip must be approved by the building principal, athletic director, or special education supervisor when applicable. The requisition form must be forwarded to the Transportation Department so as to arrive at least five (5) working days prior to the date of the trip.

Prior to initiating a request for a curricular activity (field trip), consideration of the following is imperative:

1. Field trips shall be limited to the Twin Ports (Duluth-Superior) area.
2. Field trips shall be considered on the basis of their importance to the curriculum in providing culminating and aesthetic experiences.
3. Field trip activity between grade levels in the same building shall be coordinated so that students in the building do not participate in a field trip to the same educational experience from one grade level to the next. Certain destinations may offer a changing program which can result in students being transported to the same destination in more than one (1) grade level.
4. Buses requested for curricular (field trip) purposes shall leave and return within the same school day.
5. Teachers shall not arrange field trip(s) to attend an event which is a direct result of a vendor coming into the school to solicit trade for the product or service the vendor promotes.
6. School District buses shall be the primary source of transportation available for elementary and secondary field trips.
7. Buses shall not be requisitioned for a field trip to a location one-half (.5) mile or less from the home school.
8. The individual initiating the requisition shall determine if other groups from the same school are intending to request transportation to the same location. If this is the case, a single requisition shall be submitted so that duplication of trips can be avoided.

When requesting transportation for either curricular (field) or co-curricular trips, the individual completing the requisition shall:

1. Provide an accurate count of students and adults, plus wheelchairs, and the actual date for each trip.
2. Not request a deviation from the normal route either to or on the return trip from the location. Such deviation shall not be requested during the trip as well.
3. Shall indicate the time of day the bus is actually needed so that buses need not arrive in advance of this time causing undue expenditure.

The teacher shall receive consent and waiver of the parent/guardian in writing for all cases where the student is to be transported for related school trips other than regular bus trips to and from school.

Teachers who have requisitioned a curricular or co-curricular trip shall see that students are ready to board the bus promptly at the time indicated. The teacher shall indicate on the requisition form where at the building students will be available to board the bus(es).

Teams participating in school-sponsored events shall ride the designated bus from the home school to the event and return on the bus from the event back to the home school.

Teachers or personnel assigned to accompany students on field trips shall assist in promoting and maintaining proper student behavior on the bus.

Teachers shall not authorize student transportation to and from school without the consent of the principal.

Adopted: 06-09-1970 ISD 709

Revised: 10-21-1975

11-13-1979

07-11-1989

06-20-1995 ISD 709

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- ~~1. Provide an accurate count of students and adults, plus wheelchairs, and the actual date for each trip.~~
- ~~2. Not request a deviation from the normal route either to or on the return trip from the location. Such deviation shall not be requested during the trip as well.~~
- ~~3. Shall indicate the time of day the bus is actually needed so that buses need not arrive in advance of this time causing undue expenditure.~~

~~The teacher shall receive consent and waiver of the parent/guardian in writing for all cases where the student is to be transported for related school trips other than regular bus trips to and from school.~~

~~Teachers who have requisitioned a curricular or co-curricular trip shall see that students are ready to board the bus promptly at the time indicated. The teacher shall indicate on the requisition form where at the building students will be available to board the bus(es).~~

~~Teams participating in school sponsored events shall ride the designated bus from the home school to the event and return on the bus from the event back to the home school.~~

~~Teachers or personnel assigned to accompany students on field trips shall assist in promoting and maintaining proper student behavior on the bus.~~

~~Teachers shall not authorize student transportation to and from school without the consent of the principal.~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 10-21-1975~~

~~11-13-1979~~

~~07-11-1989~~

~~06-20-1995 ISD-709~~

3160 STUDENT TRANSPORTATION SAFETY POLICY

I. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The first full week of school is designated as school bus safety week.

B. Student Training

The School District shall provide students enrolled in grades kindergarten through 12 with school bus safety training. The training shall be results-oriented and shall consist of both classroom instruction and practical training using a school bus and a Duluth Transit Authority bus, where applicable. Upon completing the training, a student shall be able to demonstrate knowledge and understanding of at least the following competencies and concepts:

1. transportation by school bus is a privilege, not a right
2. School District policies for student conduct and school bus safety
3. appropriate conduct while on the bus
4. the danger zones surrounding a school bus
5. procedures for safely boarding and leaving a school bus
6. procedures for safe vehicle lane crossing
7. school bus evacuation and other emergency procedures

Student school bus safety training shall commence during school bus safety week. All students who are transported by school bus and are enrolled during the first week of school must demonstrate achievement of the school bus safety training competencies by the end of the third full week of school. Students who enroll in a school after the first week of school and are transported by school bus shall undergo school bus safety training and demonstrate achievement of the school bus safety competencies within three weeks of the first day of attendance. The School District may deny transportation to a student who fails to demonstrate the competencies, unless the student is unable to achieve the competencies due to a disability.

The School District will, to the extent possible, provide kindergarten students with school bus safety training before the first day of school.

The School District will also provide student safety education for bicycling and pedestrian safety.

The School District's curriculum for transportation is maintained and available for review in the Transportation Office.

II. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

Riding the school bus is a privilege, not a right. Students are expected to follow the same behavioral standards while riding school buses as are expected on school property or at school activities, functions, or events. All school rules are in effect while a student is riding the bus or at the bus stop.

Consequences for school bus/bus stop misconduct will be imposed by the building principal or the principal's designee. In addition, all school bus/bus stop misconduct will be reported to the School District's Transportation Safety Director and to the Supervisor of Transportation. Serious misconduct may be reported to law enforcement.

A. School Bus and Bus Stop Rules

The School District school bus safety rules are to be posted on every bus. If these rules are broken, the School District's discipline procedures are to be followed. Consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the School District's Transportation Office/School Office.

B. Rules at the Bus Stop

1. Get to your bus stop 5 minutes before your scheduled pick-up time. The school bus driver will not wait for late students.
2. Respect the property of others while waiting at your bus stop.
3. Keep your arms, legs, and belongings to yourself.
4. Use appropriate language.
5. Stay away from the street, road, or highway when waiting for the bus. Wait until the bus stops before approaching the bus.
6. After getting off the bus, move away from the bus.
7. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
8. No fighting, harassment, intimidation, or horseplay.
9. No use of alcohol, tobacco, or drugs.

C. Rules on the Bus

1. Immediately follow the directions of the driver.
2. Sit in your seat facing forward.
3. Talk quietly and use appropriate language.
4. Keep all parts of your body inside the bus.
5. Keep your arms, legs, and belongings to yourself.
6. No fighting, harassment, intimidation, or horseplay.
7. Do not throw any object.
8. No eating, drinking, or use of tobacco or drugs.
9. Do not bring any weapon or dangerous objects on the school bus.
10. Do not damage the school bus.

D. Consequences

Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with co-curricular and extra-curricular events (for example, field trips or competitions) will be in the sole discretion of the School District. Parents or guardians will be notified of any suspension of bus privileges.

1st offense -warning--parent notification

2nd offense -up to five (5) school day suspension from riding the bus

3rd offense -up to one (1) month suspension from riding the bus

Further offenses -up to one (1) year suspension from riding the bus/meeting with parent

1. Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school may also result from school bus/bus stop misconduct.

2. Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and to the Transportation Office and will be retained in the same manner as

other student discipline records. Reports of serious misconduct will be provided to the Department of Public Safety. Records may also be maintained in the Transportation Office.

3. Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages as will their parents. Failure to pay such damages (or make arrangements to pay) within two weeks of mailing a statement of damages may result in the loss of bus privileges until damages are paid.

4. Notice

Students will be given a copy of school bus and bus stop rules during school bus safety training. Rules are to be posted on each bus and both rules and consequences will be periodically reviewed with students by the driver. The parents of each elementary student shall receive annually a summary of rules of safety, eligibility, and behavior.

5. Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, possession, or vandalism), the Superintendent, and local law enforcement officials.

III. PARENT AND GUARDIAN INVOLVEMENT

A. Parent/Guardian Responsibilities for Transportation Safety

1. Become familiar with School District rules and policies, regulations, and principles of school bus safety.
2. Assist students in understanding safety rules and encourage them to abide by them.
3. Recognize their responsibilities for the actions of their students.
4. Support safe riding practices and reasonable discipline efforts.
5. When appropriate, assist students in safely crossing local streets before boarding and after leaving the bus.
6. Support procedures for emergency evacuation and procedures in emergencies as set up by the School District.
7. Respect the rights and privileges of others.
8. Communicate safety concerns to school administrators.
9. Monitor bus stops, if possible.
10. Support all efforts to improve school bus safety.

B. Parent and Guardian Notification

A copy of the School District school bus and bus stop rules will be provided to each family at the beginning of the school year or when a child enrolls, if this occurs during the school year. Parents and guardians are asked to review the rules with their students.

IV. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

All school bus drivers shall be adequately prepared, both physically and mentally, each day to perform required duties. The driver is in full charge of the bus and the driver's duties include:

A. Operating the vehicle in a safe and efficient manner.

1. Safety. The primary concern of each driver is safety. Drivers will exercise extreme caution during the loading and unloading process as well as when driving.
2. Defensive Driving. All drivers are to drive defensively at all times. A definition of defensive driving is: driving in a manner to avoid accident involvement despite adverse conditions created by roads, weather, traffic, or errors of other drivers or pedestrians.

3. Driving Adjustments. Winter and wet weather driving may require adjusting speed and normal driving practices to compensate for road conditions.
4. Emergency Doors. Emergency doors must be free and operable. Under no circumstances may the doors be obstructed to prevent easy access.
5. Service Door. The service door of the bus must be closed at all times while the bus is in motion.
6. Overloads. The registration card in all vehicles designates the maximum number of passengers allowed to be carried. This limit cannot be exceeded. A driver should call the designated individual for instructions should a vehicle become overloaded.
7. Railroad Crossings. All vehicles used to transport must stop at railroad crossings, using required procedures, whether they are loaded or empty. School buses shall not activate the eight-way lights; four-way hazard lights are to be used before stopping and when crossing the tracks.
8. Speeding and Other Moving Violations. No bus will travel faster than road, traffic, and weather conditions safely permit regardless of the posted speed limit. Any driver convicted of a moving violation with a school bus will face disciplinary action. Other reports or warnings regarding speeding will result in suspension and/or termination.
9. Smoking Prohibited. Smoking by either the driver or the passengers is prohibited on any school bus, Type III vehicle, or on school property.

B. Conducting thorough pre-trip and post-trip inspections of the vehicle and special equipment.

1. Bus Inspection. Drivers are required to make a pre-trip inspection of the bus before each trip. Failure to do so is a violation of state law. Defects are to be reported in writing. Drivers are required to check their buses for students, vandalism, and articles left on the bus after each route segment.
2. Safety Equipment. All drivers are responsible for ensuring that the necessary safety equipment is aboard the bus, including fire extinguisher, first aid kit, bodily fluids clean-up kit, flashlight, reflectorized emergency warning device, and any additional items required by the District. Drivers of vehicles for disabled students will ensure all student health information cards are on board the bus.
3. Bus Cleaning. Drivers are required to keep the interior of their buses swept and free of trash at all times.
4. Fueling. The driver is responsible for ensuring that his or her assigned vehicle is adequately fueled before leaving the yard. Smoking is prohibited in the fueling area. The engine shall be turned off while fueling. Drivers should never fuel with passengers aboard.

C. Ensuring the safety, welfare, and orderly conduct of passengers while on the bus. (See Section II)

D. Meeting emergency situations in accordance with operating procedures. (See Section V)

E. Communicating effectively with school staff, students, parents, law enforcement officials, and the motoring public.

1. Relations with Students. Bus drivers will treat students with respect and will refrain from any conduct which is intended or could be perceived as demeaning, intimidating, or harassing and shall endeavor to establish and maintain good rapport with the students.
2. Relations with School Officials. School officials can and will be of considerable assistance to drivers. They are trained in the education of students, and it is in their best interest that control and discipline be maintained on the bus. Therefore, it is

very important drivers have good relationships with the school officials and give them full cooperation.

3. Relations with the Public. It is important to remember that, to the general public, the driver represents the School District. Buses are one of the most visible vehicles on the road. Drivers must deal with students, parents, and other motorists in a polite, professional, and considerate manner.
4. Student Discipline. Although drivers are responsible for maintaining order on the bus, drivers must always remember that the types of actions they may use are limited. Drivers must never, under any circumstances, use corporal punishment. Drivers have no authority to deny a child the privilege of riding the bus or drop the student at other than the designated stop. Any denial of bus-riding privileges can come only from the school authorities.
5. Route Changes. No driver is to make changes in the pick-up or drop-off schedule for his or her route without prior authorization. No stops are to be added, deleted, or moved without approval. No driver may deviate from the established route without prior permission except as required by an emergency or temporary road conditions. All requests for route changes shall be referred to the Supervisor of Transportation.
6. Route Problems. Any problems, of whatever kind, encountered by a driver on the routes or trips should be brought to the attention of the designated individual as soon as possible.
7. Unauthorized Passengers. Only authorized passengers may be transported in a bus. Any other passenger must be specifically approved.
8. Notices. It is the responsibility of the driver to check for notices each day and to check with his or her supervisor regularly.
9. Schedules. Drivers shall maintain their schedules so that no bus is ever early at a stop.

F. Completing required reports.

It is the responsibility of the driver to completely fill out and timely turn in all reports, discipline referrals, time cards, and mechanical defect slips as required. This includes all requirements pertaining to pre-trip inspections and stop-arm violation reports.

G. Completing required training programs successfully. (See Section VI)

H. Providing maximum safety for passengers during loading and unloading.

1. Standeers Prohibited. Standeers are not allowed on a moving school bus. Drivers must not move a bus from a stopped position until all passengers are seated. Students are to remain seated until the bus has stopped.
2. Dangerous Articles. No weapons or articles that may be classified as dangerous may be transported on a school bus. This includes any and all weapons, gasoline cans, animals, and other dangerous or objectionable items. Possession of weapons on school property or the bus will not be tolerated. Companion dogs are allowed.

I. Wearing driver's seat belt whenever the bus is in motion.

Additional driver duties and responsibilities may be found in the driver handbook. All bus driver dismissals will be reported to the Department of Public Safety pursuant to Department of Public Safety directions.

V. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. All routes shall be on file with the School District's Supervisor of Transportation.
2. Only students assigned to the school bus by the District shall be transported. The

number of students or other authorized passengers transported in or assigned to a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. Drivers are to enforce the provisions of the school bus and bus stop rules as appropriate. Students may be released from the bus at only two points, the designated bus stop or at school, except in case of an emergency or as otherwise authorized.
4. The parent/guardian may designate by a signed, written request, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet other eligibility requirements.
5. Students who misbehave severely may be returned to the school immediately and reported to the building principal or other designated individual.
6. Safety evacuation drills for the student-passengers shall be conducted at least twice a year.
7. There shall be no students in the bus while the fuel tank is being filled. On leaving the vehicle when students are in the bus, the driver shall stop the bus, remove the ignition key, set the brakes, and otherwise render the bus immobile.
8. Buses shall not be run backwards on the school grounds or any other point if it can be avoided. If it is necessary to run a bus backwards on school grounds, the driver shall have another responsible person act as a guard flagman in back of the bus to keep other persons out of the path and to issue warnings to the driver of approaching traffic.
9. When arriving or leaving the school grounds, the driver must not follow closer than fifty (50) feet from the vehicle directly in front of the bus or closer than five hundred (500) feet when traveling on the highway.
10. No school bus shall pull any trailer when students are being transported on regular routes to or from school.
11. In case of an accident or breakdown of the bus, the driver shall contact the dispatcher using the two-way radio. If no radio contact is available, the driver shall not leave the bus but shall send two responsible students to the nearest house to summon help.
12. The District may adopt such additional operating rules as are deemed necessary to meet local conditions and needs, provided they do not conflict with State laws and regulations.

B. Use of Signals, Loading or Unloading

1. The driver shall activate the flashing eight-light system of the bus at least three hundred (300) feet before stopping to load or unload students when outside an incorporated municipality, and one hundred (100) feet when operating within an incorporated municipality, and shall not extinguish such lights until loading or unloading is completed and persons who must cross the roadway or highway are safely across. The driver shall not activate the flashing eight light system on streets designated by the School Board.
2. Bring the vehicle to a complete stop in the right hand lane of the roadway parallel to the centerline.
3. Prior to discharging students, open door, activate red flashing lights and extend the stop arm. Discharge students only after all traffic (front and rear) has come to a complete stop.
4. Keep door open and eight-light system operating until all students have been loaded or unloaded safely.
5. The driver should avoid loading or unloading students where the view is obstructed

to other motorists for two hundred (200) feet in either direction.

6. The driver will not permit students to stand or get on or off the bus while it is in motion.
7. The driver will bring the bus to a full stop and disengage gears by shifting gear shift lever into neutral position or selector into neutral or park position before loading or unloading students.
8. Buses shall load and unload students only at designated locations.

C. Crossing Highways and Streets

1. The driver shall be responsible for safely delivering the students who must cross the highway or street by one of the following methods:
 - a. Students shall pass approximately ten (10) feet in front of the school bus so as to be seen by the driver and cross the road only upon receiving a hand signal from the driver, or
 - b. The student shall pass approximately ten (10) feet in front of the bus so as to be seen by the driver and be conducted across the road by the school bus patrol, or
 - c. The driver shall personally conduct the students across the road after following required procedures for disabling the bus.
 - d. The driver shall visually ascertain that students getting off the bus who do not need to cross the road are a safe distance from the bus before moving the vehicle.

D. Type III Vehicles

1. Are defined as a passenger car, station wagon, van or bus having a maximum seating capacity of 10 or fewer people, including the driver, and a gross weight of 10,000 pounds or less. Any Type III vehicle used to transport students must carry all emergency equipment listed in Section IV.B.2. If District-owned, the District name will be clearly marked on the side of the vehicle.
2. The vehicle must comply with the Type III vehicle standards set forth in state statute 169.454.
3. Use of Type III vehicles shall be requested on a Field Trip Authorization form filed with the school principal.
4. Students will not be regularly transported in private vehicles. However, private vehicles may be used in an emergency. The District has no system of inspection for private vehicles.
5. The driver of a District Type III vehicle must conduct a pre-trip inspection. The Transportation Department regulates what is included in this inspection.
6. All drivers who transport students in Type III vehicles are subject to the same license check requirements as District school bus drivers as required by state law. Each employee who is to transport students in a Type III vehicle must first verify that they are qualified to do so. The principal at each school is responsible for maintaining a list of employees who have had their license checked and who can transport students.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

All new bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction before transporting students and shall meet the competencies specified

by the Department of Public Safety. All school bus drivers shall receive a minimum of eight hours of in-service training annually.

The following driver training standards represent the **minimum** areas of training which each driver must receive prior to entering service to the School District.

1. Pre-Trip Inspection

Both new and experienced drivers must be familiar with the elements of the mandatory pre-trip inspection required under Minnesota law including:

- The engine compartment - belts, valves, fluid leaks
- Engine start, warning lights, gauges, horn
- Fuel level
- Brakes - pedal reserve and air/vacuum gauges
- Interior - seats, floor, lights
- Electrical charging system
- Emergency door:
 - a. smooth latch operation
 - b. alarm buzzer
- Entrance door operation
- Lift door operation and alarm
- Lift equipment for wheelchairs
- Wheels, service brakes, emergency brake
- Exterior lights - headlights, brake lights, market lights, turn signals
- Exhaust system
- Windows, windshield, and inspection sticker
- Eight-light system and stop arm
- Emergency equipment - first aid kit, bodily fluids clean-up kit, flashlight, reflectors, two-way radio

2. Fundamentals and Techniques of School Bus Driving

- The driver training program must include:
 - Relevant laws
 - Rules of the road and School District safety policies
 - Defensive driving
 - Driving in inclement weather conditions:
 - a. reduced visibility - rain, snow, fog
 - b. wet roads
 - c. icy roads
 - Dealing with pedestrians and students in traffic
 - Operation of the manual or automatic transmission
 - The use of the drive train for stopping the school bus
 - Situations where the hand brake will and will not stop a moving bus
 - Steering and turning techniques
 - Right and left turn maneuvers
 - Gauging the speed of other vehicles on cross streets
 - Use of mirrors
 - Merging into traffic
 - Visual perceptions
 - Safe following distances
 - Safe passing procedures
 - Safe backing procedures
 - Use of the eight-light system and School District regarding its use
 - Loading and unloading procedures

- Knowledge of the danger zone concept
- Policies and Procedures for grade level railroad crossings
- Emergency use of the public address system
- Response to an approaching emergency vehicle while unloading
- Leaving the bus unattended at school sites

3. Special Services Transportation

Special Services transportation requires skills and abilities that exceed those required to provide normal school bus service. Drivers will be familiar with:

- What to do in a medical emergency
- Handling of wheelchairs
- Operation of lift equipment
- Proper use of wheelchair securement devices
- School District policies on the use of seat belts on designated students
- Handicapping conditions
- Responsibilities of the bus driver and the bus aide
- School District policy in situations where a responsible person is not available to receive a student

4. Emergency Procedures

Drivers must be prepared to deal with emergency situations while operating on routes and field trips. Included in these emergency situations are mechanical breakdown, fire, accident, or passenger injury. Drivers are to receive training in:

- Identifying the degree of an emergency before beginning an evacuation
- Identifying a safe evacuation unloading area
- Preplanning emergency evacuations for both conventional and lift buses:
 - a. front, rear, and both door evacuations
 - b. evacuation of special education students
 - c. evacuation of physically disabled students and students using wheelchairs
 - d. placement of students in a safe location
- Cooperation in emergency evacuation drills
- Mechanical breakdowns:
 - a. stop bus in safe location
 - b. keep passengers in bus if safe to do so
 - c. take steps to warn motorists
 - d. radio or call for assistance
- How to secure the school bus and place emergency triangles
- Use of the two-way communication system in an emergency
- When it is appropriate to evacuate the school bus
- How to supervise an emergency evacuation
- Emergency evacuation of the disabled
- Special considerations when evacuating a lift bus
- Lifting techniques for handling disabled students in an emergency situation
- Priorities when dealing with injured passengers
- How to use the school bus first aid kit
- Use and operation of the fire extinguisher
- Dealing with other motorists and the police
- Use of emergency reflectors and hazard lights

- Control of exposure to blood borne pathogens
- Use of body fluid clean-up kits
- School District policy on medical emergencies
- Recognition and handling of epileptic seizures
- How to respond if a passenger has a weapon on the bus

5. First Aid/CPR

All drivers must demonstrate proficiency in first aid and CPR. This may be shown by current certification in CPR and first aid by the American Red Cross or American Heart Association or equivalent.

6. Private or Confidential Student Information

Types of student data that are considered private or confidential under Minnesota Statutes.

7. Student Discipline

- Creating a positive attitude on the school bus
- Oral and visual communications skills between the driver and the passenger
- Dealing confidently with a disruptive student
- District discipline policy
- Developing and enforcing workable rules
- Incident report forms
- District policy on possession of weapons by a student
- District policy on sexual, racial, and religious harassment/violence
- District policy on smoking

8. Human Relations

- Appropriate driver behavior
- Sensitivity to a diverse student population
- Sensitivity to handicapping conditions
- Relations with parents and school staff
- Working with a special education bus aide

9. Chemical Abuse

- How alcohol and/or drugs can affect driving skills
- Drug-testing programs
- State and federal requirements

B. Evaluation

All drivers will be evaluated for the following competencies at least once annually:

1. safely operate the type of school bus the driver will be driving
2. understand student behavior, including issues relating to students with disabilities
3. ensure orderly conduct of students on the bus and handle incidents of conduct appropriately
4. know and understand relevant laws, rules of the road, and local school bus safety policies
5. handle emergency situations
6. safely load and unload students
7. demonstrate proficiency in first aid and CPR procedures

VII. EMERGENCY PROCEDURES

A. Fire

In the event of a fire, the first priority is to evacuate the bus. Drivers will make certain passengers are safe before attempting to put out the fire.

B. Injuries/Medical Emergencies

Drivers and bus helpers will be familiar with first aid and CPR procedures. Drivers should first contact the dispatcher to call 911 in the case of serious injuries. Drivers should administer proper first aid in accordance with their training and level of ability. In the event an injured passenger is taken to the hospital, record the students' name and the name of the hospital where the student is sent.

C. Tornado

If there is likelihood that the tornado will hit a vehicle, and there is no escape route available or no time to drive to a safe location, the driver should evacuate the bus, taking the first aid kit. The driver will take the students to the basement of a nearby building or to the nearest depression or ditch upwind (toward the storm) of the bus far enough away from the bus so that the bus will not roll over on them and instruct them to cover their heads with their arms. If the students are wearing coats or jackets, these can be used to provide additional protection for their heads and bodies. Drivers should take only the first aid kit from the bus.

If drivers are on the road when they hear a tornado warning or spot a funnel and there is not time to evacuate the students after stopping the bus, drivers should have the students assume the protective position, remaining in their seats, with their heads below window level.

D. Evacuation

Drivers should evacuate buses only when there is a danger of fire, collision, or other potential hazard. Drivers should inform passengers that there is an emergency, and in very calm and precise terms, tell them exactly what they are to do. When safely possible, drivers will keep all evacuees a minimum of one hundred (100) feet from the bus. They should be loaded back onto the bus only when the driver has determined it is safe to do so.

E. Accident

In case of an accident, the driver should immediately assess students for injuries and begin any emergency first aid procedures if necessary. The driver must also notify the School District and law enforcement of any school bus accidents immediately.

Upon providing emergency care and notifying the District, the driver shall:

1. In cooperation with police officer and/or ambulance service, assist with the care of students.
2. See that all injured students receive proper care.
3. Determine facts pertaining to accident.
4. Call Transportation/District staff to give list of names and circumstances so they can begin calling parents.
5. Discuss the accident only with police and School District officials.
6. Record all students' names.
7. Not leave the scene of an accident until released by the driver's supervisors.

Before leaving for the day, the driver shall fill out an accident report. All bus accidents will be reported to the Department of Public Safety.

F. Cold Weather Stop

If a driver is stuck or stalled in cold weather, the driver should call for assistance and wait for help. The driver should avoid relying on the engine to provide heat for the driver and passengers as long as possible. If it is necessary to run the engine to provide heat, the

driver will make sure the exhaust pipe is clear of snow, open windows for ventilation, and check passengers frequently for headaches or drowsiness.

G. Dangerous Weapons

If a driver observes or learns that a passenger may have a dangerous weapon on the bus, he or she should remain calm and call for assistance using a predetermined code. The driver should give the location of the bus to the dispatcher, continue the route, and wait for assistance. The driver should not inform the passenger suspected of having the weapon that he or she knows of the weapon.

H. Lights

In an emergency stop, the driver should turn on the four-way hazard warning lights and running or clearance lights.

I. Getting Assistance

Use the two-way radio communications system to get assistance. Drivers should report the location and number of the bus, the nature of the problem, and the status of the passengers. If the driver cannot use a radio to contact the dispatcher, ask a passerby or other motorist to do so from the nearest telephone. The driver should write out the number and location of the school bus, the nature of the emergency, and the status of the passengers.

VIII. VEHICLE MAINTENANCE STANDARDS

A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the School District.

B. All school vehicles shall be inspected in accordance with legal requirements.

C. Daily pre-trip inspections shall be required and prompt reports submitted of defects to be immediately corrected.

IX. EXPENDITURES FOR SCHOOL BUS SAFETY ACTIVITIES

A description of School District funds expended for school bus safety activities from student transportation reserved revenue is kept in the office of the Superintendent and is available for review. As required by law, these expenditures will be annually reported to the Department of Public Safety.

The School District's expenditures for transportation safety are incorporated by reference into this policy.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The School Board has designated an individual to serve as the School District's School Transportation Safety Director. The name, address, and telephone number of the School Transportation Safety Director are on file with the Superintendent. Any questions regarding student transportation or this policy should be addressed to the School Transportation Safety Director.

References: Mn Rules 7414.00
Mn Statutes 123B.91, 171.321, 171.3215

Adopted: 10-18-1994 ISD 709
Revised: 06-20-1995
07-20-1999
04-16-2002 ISD 709

3180 CHILD NUTRITION

The School District's purpose in having a Child Nutrition program is to make it possible for all students to have a nutritionally adequate lunch and, in selected situations, breakfast. Breakfast programs will be provided at school sites where experimental programs sustained a participation of at least twenty-five (25) students.

1. Operational Objectives

- a. To make the maximum contribution to the educational experience of students.
- b. To be non-profit and to offer minimum competition to commercial firms.
- c. To comply in every way with federal, state, and School Board policies and regulations.
- d. To cooperate with all segments of the School District in providing appropriate service aside from the normal child nutrition operation, such as banquets, special events, etc.
- e. To comply strictly with laws and regulations pertaining to health, sanitation and safety, internal accounting, employment practices, dietary components, meal prices, and periodic reporting as required.

2. Operational Procedures

- A. The Child Nutrition Department shall be under the direction of the Supervisor of Child Nutrition.
- B. The Child Nutrition Cafeteria Manager in each school has a dual reporting relationship, i.e., to the principal for day-to-day directions, such as serving times, special events, emergency situations, etc., and to the Supervisor of Child Nutrition or his/her designee for overall operations, such as menus, inventory, working hours, money collections, staffing levels, etc.
- C. All students may bring their meals or purchase hot meals, but shall in all cases be subject to the rules and regulations of the building. The principal shall be responsible for the execution of such rules and regulations.
- D. Food, other than that offered through the regular meal program, will be made available to students during school hours only when in compliance with the following conditions:

(1) Food or beverages offered prior to or during regular lunch serving time shall be food which contributes to the nutritional needs of students and not be food items classified as empty calorie foods and will not be offered in direct competition or in place of established district supported meal programs. Some acceptable items would be fruit, vegetables, juice containing at least 50% real juice, milk, consommé, sandwiches, ice cream, or bread items made from enriched or whole grain flours, etc.

(2) Food or beverage vending machines in schools must be inoperative from the beginning of the school day until one-half hour after the end of the last lunch period of the day unless the foods or beverages contained therein comply with #1 above.

E. Foods, other than that provided and prepared by Child Nutrition Department employees, shall be under the regulations of the St. Louis County Health Department.

F. Banquets or special dinners may be served in school cafeterias for school related functions. The costs of these services shall be paid by the using group and using group shall adhere to the following:

- (a) All food and beverage is delivered, prepared, and ready to serve in the cafeteria.
- (b) The cafeteria manager is on duty and paid by the organization to supervise the usage of the facility.
- (c) Dishes and silver of the cafeteria may be used, but it shall be the responsibility of the organization under the direction of the cafeteria manager to return, clean, and store items in the same manner before its usage.
- (d) All requests and arrangements for cafeteria use must be made in advance through the building principal and coordinated with the cafeteria manager.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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- ~~-c. To comply in every way with federal, state, and School Board policies and regulations.~~
- ~~-d. To cooperate with all segments of the School District in providing appropriate service aside from the normal child nutrition operation, such as banquets, special events, etc.~~
- ~~-e. To comply strictly with laws and regulations pertaining to health, sanitation and safety, internal accounting, employment practices, dietary components, meal prices, and periodic reporting as required.~~

~~2. Operational Procedures~~

- ~~A. The Child Nutrition Department shall be under the direction of the Supervisor of Child Nutrition.~~
- ~~B. The Child Nutrition Cafeteria Manager in each school has a dual reporting relationship, i.e., to the principal for day to day directions, such as serving times, special events, emergency situations, etc., and to the Supervisor of Child Nutrition or his/her designee for overall operations, such as menus, inventory, working hours, money collections, staffing levels, etc.~~
- ~~C. All students may bring their meals or purchase hot meals, but shall in all cases be subject to the rules and regulations of the building. The principal shall be responsible for the execution of such rules and regulations.~~
- ~~D. Food, other than that offered through the regular meal program, will be made available to students during school hours only when in compliance with the following conditions:~~
 - ~~(1) Food or beverages offered prior to or during regular lunch serving time shall be food which contributes to the nutritional needs of students and not be food items classified as empty calorie foods and will not be offered in direct competition or in place of established district supported meal programs. Some acceptable items would be fruit, vegetables, juice containing at least 50% real juice, milk, consommé, sandwiches, ice cream, or bread items made from enriched or whole grain flours, etc.~~
 - ~~(2) Food or beverage vending machines in schools must be inoperative from the beginning of the school day until one half hour after the end of the last lunch period of the day unless the foods or beverages contained therein comply with #1 above.~~

~~E. Foods, other than that provided and prepared by Child Nutrition Department employees, shall be under the regulations of the St. Louis County Health Department.~~

~~F. Banquets or special dinners may be served in school cafeterias for school related functions. The costs of these services shall be paid by the using group and using group shall adhere to the following:~~

~~(a) All food and beverage is delivered, prepared, and ready to serve in the cafeteria.~~

~~(b) The cafeteria manager is on duty and paid by the organization to supervise the usage of the facility.~~

~~(c) Dishes and silver of the cafeteria may be used, but it shall be the responsibility of the organization under the direction of the cafeteria manager to return, clean, and store items in the same manner before its usage.~~

~~(d) All requests and arrangements for cafeteria use must be made in advance through the building principal and coordinated with the cafeteria manager.~~

~~Adopted: 06-09-1970 ISD 709~~

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

3185 CHILD NUTRITION COMMODITIES

Child Nutrition commodities are expressly for use in the preparation of children's lunches. Proper inventories and controls at each building shall be enforced to ensure maximum economies and compliance with the intended use of the commodities.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

~~3185 — CHILD NUTRITION COMMODITIES~~

~~Child Nutrition commodities are expressly for use in the preparation of children's lunches. Proper inventories and controls at each building shall be enforced to ensure maximum economies and compliance with the intended use of the commodities.~~

~~Adopted: — 06-09-1970 — ISD 709~~

~~Revised: — 06-20-1995 — ISD 709~~

These regulations pertain to the use of District and personal technology resources while on school property, in school vehicles and at school-sponsored activities, as well as the use of District technology resources via off-campus access.

A. Appropriate Use of Technology Resources for Students**(1) Introduction**

The Duluth Public Schools is pleased to offer students access to District computers, communications systems¹, the Internet and an array of technology resources to promote educational excellence. Each student is responsible for his/her use of technology, whether personal or District-provided. While using District and personal technology resources on school property, in school vehicles and at school-sponsored activities, as well as using District technology resources via off-campus access, each student must act in an appropriate manner consistent with school, District, and legal guidelines in this limited forum. It is the joint responsibility of school personnel and the parent or guardian of each student to educate the student about his/her responsibilities and to establish expectations when using technology.

(2) Using the Internet and Communications Systems¹

District technology resources are provided to students to conduct research, complete assignments, and communicate with others in furtherance of their education.

- (a) Access is a privilege not a right; as such, general rules of school behavior apply.
- (b) Access to these services is given to students who agree to act in a considerate and responsible manner. Just as students are responsible for good behavior in a classroom or a school hallway, they must also be responsible when using school computer networks or personal technologies.
- (c) Students must comply with District standards and honor this agreement to be permitted the use of technology.
- (d) All digital storage that is provided by the District is District property, and as such, authorized district employees may review files and communications to maintain system integrity and ensure that students are using technology responsibly.
- (e) Students should not expect District provided file storage will be private.
- (f) The educational value of technology integration in curriculum is substantial. Access to the Internet will enable students to use extensive online informational resources.
- (g) Families should be warned that some material accessible via the Internet might contain items that are illegal, defamatory, inaccurate, profane, sexually oriented or potentially offensive to some people. While the intent is to make Internet access available to further educational goals and objectives, students may find ways to access these other materials as well. The Duluth Public Schools does not condone or permit the use of this material and uses content filtering software to protect students to the extent reasonable.
- (h) Parents and guardians must be aware that content filtering software is not completely fail-safe and while at school, direct supervision by school personnel of each student using a computer is desired but not always possible.
- (i) Students are expected to use technology resources in a manner consistent with the rules below and will be held responsible for their intentional misuse.
- (j) The Duluth Public Schools believes that the benefits of student access to the Internet in the form of information resources and opportunities for collaboration exceed any disadvantages.

- (k) Ultimately, parents and/or guardians are responsible for setting and conveying the standards that their children should follow when using technology. If a student accidentally accesses inappropriate material they should back out of that information at once and notify the supervising district employee.
- (l) When on district property or at a district sponsored event personal technologies must use district provided internet.

(3) Proper and Acceptable Use of All Technology Resources

All District technology resources, including but not limited to District computers, communications systems¹ and the Internet, must be used in support of education and academic research and must be used in a manner consistent with the educational mission and objectives of the Duluth Public Schools.

Activities that are permitted and encouraged include:

- (a) school work;
- (b) original creation and presentation of academic work;
- (c) research on topics being studied in school;
- (d) research for opportunities outside of school related to community service, employment or further education consistent with District requirements

Activities that are not permitted when using District or personal technologies include but are not limited to:

- (a) plagiarism or representing the work of others as one's own;
- (b) any activity that violates a school rule or a local, state, federal, or copyright law;
- (c) using obscene language; harassing, insulting, ostracizing, cyber bullying or intimidating others;
- (d) representing Copyright ©, Registered ®, and/or Trademark ™ materials as one's own work;
- (e) searching, viewing, communicating, publishing, downloading, storing, or retrieving materials that are not related to school work, community service, employment, or further education (thus, searching inappropriate materials is not permitted);
- (f) damaging or modifying computers, networks or District-installed software;
- (g) intentional or neglectful transmission of viruses or other destructive computer files; hacking into District or external technology systems; intentionally bypassing District filters;
- (h) use of USB, bootable CDs, or other devices to alter the function of a computer or a network;
- (i) subscription to any online services or ordering of any goods or services;
- (j) online sharing of any student's or staff member's name, home address, phone number or other personal information;
- (k) non-educational uses such as games, role-playing multi-user environments, gambling, junk mail, chain mail, jokes or raffles;
- (l) non-district supported participation in online Web 2.0 tools including but not limited to texting and social media unless specifically assigned by a district employee;
- (m) use of District resources for commercial purposes, personal financial gain, or fraud, including but not limited to any activity that requires an exchange of money and/or credit card numbers, any activity that requires entry into an area of service for which the school will be charged a fee, any purchase or sale of any kind; and any use for product advertisement or political lobbying;
- (n) pornographic, obscene, or vulgar images, sounds, music, video, language or

- materials, including screen savers, backdrops, and/or pictures, are prohibited
- (o) downloading, uploading, or importing games, screen animations as well as programs or files that can be run or launched.
 - (p) Illegal use or transfer of copyrighted materials to a school-owned technology device is prohibited
 - (q) File sharing unless District approved.
 - (r) Adding, modifying or deleting files, except in the student's 'directory' or 'home directory,' are prohibited.
 - (s) Putting non-school related material (files) on school district technology devices is prohibited.
 - (t) Altering/modifying the original District pre-set software image is prohibited. Examples include, but are not limited to:
 1. loading/installing any software applications
 2. changing the desktop picture
 3. changing the computer name
 4. changing or removing operating system extensions
 5. altering security software
 6. altering the pre-loaded operating system or applications
 7. taking apart the computer for access to internal parts

Students are expected to report harassment, threats, hate-speech and inappropriate content to a teacher or administrator. If a student has any questions about whether a specific activity is permitted, he or she should ask a districted employee.

(4) Online Assessments

Student assessments may be conducted using technologies such as the Internet or audience response systems. Normally, students will use these technologies as a part of their instructional day. Privacy and security, as defined above, along with confidentiality of assessment responses, are expected.

(5) Vandalism

Any intentional act by a student that damages District technology hardware, software, operating systems, data, or services will be considered vandalism and will be subject to school rules and disciplinary procedures. Any intentional act that requires a person's time to repair, replace, or perform corrective work on District technologies or data is also considered vandalism.

(6) Consequences of Misuse

- (a) Misuse of personal² or District technology resources while on school property, in school vehicles and at school-sponsored activities, as well as the use of District technology resources via off-campus access may result in disciplinary action up to and including expulsion.
- (b) This regulation shall be used in conjunction with Duluth Public Schools' student policies. In addition, the student's use of District technologies may be suspended or restricted.
- (c) A school may temporarily hold (pending parental and/or same-day pick up) personal technology resources that are used inappropriately.
- (d) Individual schools may choose to have additional rules and regulations pertaining to the use of personal, resources in their respective buildings.
- (e) Intentional unauthorized access and/or damage to hardware, software, operating systems, data; or services may be punishable under local, state, or federal law.

(7) Student Access

Parents or guardians who do not wish their children to access the Internet must return the "**Student Internet Permission Form**" to their children's schools by the date indicated on the form. These forms will be distributed to all households with the Back-to-School information in August prior to the start of the school year.

(8) Student Photographs and Works Displayed on the Internet

Parents or guardians who do not wish their children's pictures or their children's student work to be displayed on the Internet must return the "Request To Deny Public Access To Directory Information and Annual Notification Of Rights Under the Family Education Rights And Privacy Act (FERPA)" form to their children's schools by the date indicated on the form. These forms will be distributed to all households with the Back-to-School information in August prior to the start of the school year.

B. Appropriate Use of Technology Resources for Staff

Employees of Duluth Public Schools are granted the privilege of using technology only in an authorized and acceptable manner. Generally, a use is unacceptable if it conflicts with Duluth Public Schools or the individual department's purpose, goal, or mission, or interferes with an employee's authorized job duties or responsibilities as determined by his/her immediate supervisor. For purposes of this policy, the term "staff" includes permanent and temporary personnel, substitutes, contract personnel, hourly non-contract personnel, student teachers, volunteers, and outside agency personnel allowed use of District technology access.

Administration reserves the right to archive, monitor, review, and audit an employee's use of technology at any time. By using technology, the user consents to this monitoring.

(1) Proper and Acceptable Use of All Technology Resources

Examples of acceptable uses include, but are not limited to, the following types of communication:

- (a) for educational purposes;
- (b) with students, staff, parents, and other customers of the District;
- (c) with federal, state, and local government personnel or agencies, and private businesses with which the School District conducts business;
- (d) for professional development;
- (e) for administrative purposes;
- (f) limited and judicious use of technology for personal use so long as the use is not unacceptable use or violation of School Board policy or the law, and work productivity is not impacted. Employees are to use technology for personal use during designated break time or before/after scheduled work hours;
- (g) limited and judicious use of technology for union business. Prior authorization is required from the Department of Human Resources or Superintendent.

Activities that are not permitted when using District or personal technologies include but are not limited to:

- (a) excessive personal use of technology. Personal use will be deemed excessive if, in the opinion of an employee's immediate supervisor, the use detracts from the individual employee's or the department's productivity;
- (b) communicating to promote personal business ventures (e.g., advertise, promote, or attempt to sell any product, investment, insurance, or other financial proposition) or solicit funds for personal business, political, religious, or other personal causes;
- (c) communicating for illegal purposes including, but not limited to: political lobbying, violating copyright laws, downloading, copying, or using unauthorized software (including screensavers), creating or knowingly spreading viruses, impersonating another user, or accessing restricted systems;
- (d) interfering with or disrupting network users, services, or equipment including, but not limited to: creating or forwarding chain letters, subscribing to any form of personal mailing list; damaging equipment, accessing a system (including using another user id and/or password) without authorization, altering software settings such operating system configurations (except for wallpaper, default colors, and other standard desktop customization settings), or destroying communications systems or electronic files;
- (e) accessing or distributing any communication which may constitute or contain intimidating, hostile, pornographic, offensive or discriminatory material on the basis or sex, race, color, religion, nation origin, sexual orientation or disability;

(2) Social Media Networks

The District recognizes the importance of online social media networks as a communication and e-learning tool. Toward that end, the District provides access to password-protected social media tools and District-approved technologies for e-learning and encourages use of District tools for collaboration by employees. However, public social media networks, outside of those sponsored by the District, may not be used for classroom instruction or school-sponsored activities without the prior authorization of the Superintendent, or designee, and parental consent for student participation on social networks. The District may use these tools and other communication technologies in fulfilling its responsibility for effectively communicating with the general public.

The District recommends Google Apps as its password protected social medial tool for educational use. The District has greater authority and responsibility to protect minors from inappropriate content and can limit public access within this limited public forum.

All social networking must be conducted using district-approved and/or provided and password-protected social media tools and technologies for e-learning. The District prohibits social networking relationships on non-district approved networks between employees in their roles as employees and students as well as between employees and alumni under the age of 18. The District does not discourage staff from having social networking relationships with students who are family members. "Family members" include the immediate family of a staff member, spouse, or registered domestic partner and shall include father, mother, brother, sister, husband, wife, child, grandparent, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, sister-in-law, and grandchild. Teachers are reminded of their responsibility to abide by the professional code of ethics at all times, including during the use of social networking sites. Employees have responsibility for maintaining appropriate employee-student relationships at all times and have responsibility for addressing inappropriate behavior or activity.

(3) Consequences of Misuse

- (a) Misuse of personal or District technology resources while on school property, in school vehicles and at school-sponsored activities, as well as the use of District technology resources via off-campus remote access may result in disciplinary action up to and including termination.
- (b) Intentional unauthorized access and/or damage to networks, servers, user accounts, passwords, or other District resources may be punishable under local, state, or federal law.

C. Privacy and Security

Students and staff must use District technologies responsibly and in a secure manner. They must not share their logins, passwords, or access with others. By using technology, staff is agreeing to, and understands, it is their responsibility to protect employee and/or student information accessed through the Financial/Human Resources information system and/or student information system, and will not release the data to any unauthorized employees or outside agencies.

D. Reliability and Limitation of Liability

- (a) The Duluth Public Schools makes no warranties of any kind, expressed or implied, for the technology resources it provides to students and staff.
- (b) The Duluth Public Schools will not be responsible for any damages suffered by the student, including those arising from non-deliveries, mis-deliveries, service interruptions, unauthorized use, loss of data, and exposure to potentially harmful or inappropriate material or people. This applies to personal use of technology by students and staff.
- (c) Use of any information obtained via the Internet or communications technologies is at the student’s or staff’s own risk.
- (d) The Duluth Public Schools specifically denies any responsibility for the accuracy or quality of information obtained through the Internet.
- (e) The student and his/her parent/guardian will indemnify and hold the Duluth Public Schools harmless from any losses sustained as the result of misuse of the District’s technology resources by the student.

¹(Communication systems include e-mail, web social media, phones, pagers, text messaging, instant messaging, blogging, podcasting, listservs, and/or other emerging technologies).

²(Personal technologies include but are not limited to cell phones, digital and image devices, handheld electronic devices, two-way radios, and/or other emerging technologies).

References: MSBA/MASA Model Policy 524

Duluth School District Policy 5085 (School Discipline Policy)
 Duluth School District Policy 3090 (Copyright Policy)
 Duluth School District Policy 4025 (Standards of Conduct for Personnel)
 Duluth School District Policy 3187 (Use Policy for Technology and Internet Access)
 Boulder (Colorado) School District Acceptable Internet Use Policy
 Henrico (Virginia) County Public Schools Acceptable Use Policy
 E-rate Central
 Children’s Internet Protection Act
 Protecting Children in the 21st Century Act

Adopted:	12-16-1997	ISD 709
Revised:	07-21-1998	11-20-2007
	09-21-1999	05-04-2010
	02-15-2000	09-20-2011

06-19-2001
02-19-2002
04-20-2004
06-12-2007

04-02-2012
05-24-2012
06-19-2012
04-23-2013 ISD 709

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3189.2R EMPLOYEE USE OF DISTRICT LICENSED SOFTWARE

A. General

Companies that sell computer software to the District generally retain media rights over the software. Media rights are typically set forth in the software license. Some companies that sell software to the District provide a software license which, subject to various restrictions, may allow certain District employees to install and use the software on a personal home computer. Other companies provide a software license which prohibits any type of installation or use on a home computer.

B. Scope and Application

The installation and use of District licensed software on an employee's home computer is a privilege, not a right. Proper home use of District licensed software by an eligible employee can benefit both the District and the employee.

This policy applies to all District employees who install or use any District licensed software on a home computer. Not all employees are eligible to install and use District licensed software on their home computer. Only those employees who have the right to access and use the software on a District owned computer during the regular course of their employment with the District are eligible to install and use District licensed software on a personal home computer. Such employees may use District licensed software which is installed on a home computer solely for school business purposes, including educational purposes. Personal use is prohibited.

C. District Responsibilities

The District's Technology Division is responsible for the management of all software media licenses. The Technology Division will review the District's software media licenses and develop a list of software which eligible employees may install and use on their home computer subject to this policy and the terms of the software license.

Before loaning District licensed software to an eligible employee for installation on an employee's home computer, a member of the Technology Division must provide the employee a copy of the software license, and the employee must provide the Technology Division with a signed and completed Agreement for Home Use of District Licensed Software. The District's Director of Technology is authorized to sign that Agreement on behalf of the District.

D. Employee Responsibilities

1. Before borrowing any District licensed software for installation or use on a personal home computer, the employee must complete and sign an Agreement for Home Use of District Licensed Software, a copy of which is set forth below.
2. The employee must personally own the computer that is identified in the Agreement for Home Use of District Licensed Software.
3. The employee may install the District licensed software only on the computer identified in the signed and completed Agreement for Home Use of District Licensed Software. District technical staff will not install any District software on another employee's home computer, and District technical staff are not responsible for providing assistance or training on how to install District licensed software on a personal home computer.
4. The employee will pay all costs that are directly or indirectly related to the installation of District licensed software on the employee's home computer.
5. The employee will not give, loan, or knowingly allow any other individual to copy, or otherwise use the diskette or CD containing the District licensed software.
6. The employee will not permit any other person to use District licensed software that

is installed on the employee's personal home computer. The employee will take reasonable precautions to ensure that other persons do not access or use District software that is installed on the employee's home computer.

7. The employee will use District licensed software that is installed on his/her home computer solely for school business purposes, including educational purposes. Personal use is prohibited.
8. The employee will comply with all applicable District policies including, but not limited to, District Policy 3190. The employee will also comply with all applicable copyright laws.
9. The employee will immediately and completely remove (i.e. uninstall and delete) all District licensed software, including fonts and other extensions or components of the software, from the employee's home computer if any of the following occur:
 - (a) the Director of Technology, the Superintendent, or the School Board requests in writing that the employee remove the software from his or her personal home computer;
 - (b) the employee resigns or retires, or the employment relationship is otherwise terminated; or
 - (c) the employee decides to transfer ownership of the home computer to any other person, including a family member. The employee will pay all costs that are directly or indirectly related to the removal of District licensed software from the employee's home computer.

E. Limitation of District Liability

Employees who install or use District licensed software on their personal home computers do so at their own risk. The District will not be responsible for any damage an employee incurs including, but not limited to, loss, damage or unavailability of data stored on the employee's diskettes, tapes, hard drives or servers. The District is not responsible for the accuracy or quality of any media storage device loaned to the employee. The District will not be responsible for financial obligations arising through unauthorized use of the District's licensed software.

References:

Duluth School District Policy 3190 and 3190R (Copyright Policy and Regulation)
 Duluth School District Policy 3187 (Use Policy for Technology and Internet)
 Duluth School District Policy 3189 and 3189R (Software Copyright and Management Regulation)

Approved: 05-16-2000 ISD 709

*Refer also to the required form of "Agreement for Home Use of District Licensed Software" (attached).

Agreement for Home Use of District Licensed Software

This Agreement is entered into by and between Independent School District No. 709, Duluth Public Schools ("District") and an employee of the District, (print name with middle initial) _____ ("Employee").

WHEREAS, the installation and use of District licensed software on Employee's home computer is a privilege, not a right.

WHEREAS, Employee desires to install and use District licensed software on Employee's personal home computer.

WHEREAS, Employee currently uses the software identified below on a District owned computer during the regular course of Employee's employment with District.

NOW, THEREFORE, IN CONSIDERATION OF the above and the mutual promises and agreements below, Employee and District hereby agree as follows:

1. District will loan Employee a diskette or CD containing the software identified in paragraph 3 below, so that Employee can install and use the software on Employee's personal home computer.
2. Employee has read, understands, and agrees to comply with Policy 3188R, District's policy regarding Employee Use of District Licensed Software. Employee understands that any violation of that policy could result in disciplinary action against Employee, including possible termination of his/her employment, as well as criminal or civil action against Employee.

3. Employee agrees that the District licensed software titled: _____, version number _____ will be installed only on Employee's personal home computer, which has the following identifying characteristics:

Computer Manufacturer: _____

Model: _____

CPU Serial Number: _____

4. Employee agrees to return the diskette/CD containing the software to the District Technology Division within seven (7) calendar days from the date of this Agreement, or obtain written permission from the Technology Division to borrow the diskette/CD for a longer period of time. If Employee fails to return the diskette/CD in working condition and within the allotted time, District or the software producer may charge Employee for the full retail cost of the software. Employee will be responsible for any loss, theft, or damage that occurs to the diskette/CD while it is on loan to Employee.
5. Employee agrees to immediately and completely remove (i.e. un install and delete) all District licensed software, including fonts and other extensions and components of the software, from the employee's home computer if any of the following occur: (a) the Director of Technology, the Superintendent, or the School Board requests in writing that Employee remove the software from his or her personal home computer; (b) Employee resigns, retires, or the employment relationship is otherwise terminated; (c) Employee decides to transfer ownership of the home computer to any other person, including a family member; or Employee decides to salvage/scrap the home computer. Employee will be responsible for any costs associated with the removal of District licensed software from Employee's home computer.
6. Employee agrees to assume all liability and reimburse District for any and all court costs and legal judgments that arise from Employee's failure to comply with this Agreement, the software license, and any applicable federal or state law. Employee understands that a violation of federal or state law could result in substantial monetary penalties and criminal action . 1
7. Employee understands that the installation or use of District licensed software on a personal home computer is at Employee's own risk, and Employee agrees that District will not be responsible for any damage Employee incurs as a result of installing or using District licensed software on Employee's home computer.
8. This Agreement will be placed in Employee's personnel file.

Dated: _____

Employee

Dated: _____

Director of Technology

Independent School District No. 709

RRM: 4539

3189R TECHNOLOGY SOFTWARE COPYRIGHT AND HARDWARE MANAGEMENT

A. Software Management

1. Duplicate Restrictions

Users 1 of ISD 709 technology may not duplicate any licensed software or related documentation for use on either ISD 709 premises or elsewhere unless ISD 709 is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject ISD 709 and/or the user to both civil and criminal penalties under the United States Copyright Act.

Users may not give ISD 709 purchased/managed software to any non-ISD 709 employees unless specially authorized by ISD 709 and the software copyright holder. This will include parents, contractors, and/or students. ISD 709 users may use software on local area networks or on multiple machines only in accordance with applicable license agreements.

2. User Education

At the start of each school year, the Technology Division will design a District technology education program for employees. The program will cover, as a minimum, the District Technology goals and objectives, Internet use, software purchasing policies, Technology Help Desk procedures, and other issues that help employees' better use technology.

3. Budgeting for Software

When acquiring computer hardware and/or software, training, if required, must be budgeted at the same time. When purchasing software for existing computers, purchases will be charged to the appropriate department's/school's account.

4. Approval for Purchase of Software

To purchase software, users must obtain the approval of their supervisor or Director and then follow the same procedures ISD 709 uses for the acquisition of other ISD 709 assets. To assure software compatibility with hardware and network equipment, all software purchases must be coordinated through the Technology Division. Software specific to curriculum adoptions will be approved/coordinated through the appropriate curriculum committee. Software related to the curriculum will be approved/ coordinated through the site or department.

5. Software Testing Procedures

To maintain curriculum integration and a stable and reliable technical environment, instructional/administrative software will be tested before use on any district computer. Individuals requesting software will use the Computer Software Request/Evaluation form and send it to the Curriculum Division.

Unless required to comply with Federal or State law, or a Student's IEP, software testing and evaluation will be from April 15 to May 31. Software installation will normally be from June 1 to August 15. Software for student use must be supported by curriculum and integrated into Minnesota Graduation Standards or the teacher's lesson plan. Before software testing and deployment, the Technology Division will review the software licensing.

6. Acquisition of Software from School Funds

Software acquired by ISD 709 must be purchased through the Purchasing Department in coordination with the Technology Division with the appropriate accounting software code. If alternative school funds are to be used, the funds must be deposited into a District account code and proper purchasing procedures followed. Software acquisition channels are restricted to ensure that ISD 709 has a complete record of all software that has been purchased for ISD 709 computers and

can register, support, and upgrade such software accordingly.

7. **Acquisition of Software by individuals/companies or non-school District Organizations**

In order to limit District and individual liability and still recognize that a school has many sources for receiving software, individuals/companies or non-school District organizations that desire to purchase software for a school must donate the money to the school and allow the school to purchase the software through the software purchasing process.

8. **Registration of Software**

When software is purchased/received, it must first be delivered to the District Software Manager so he/she can complete registration and inventory requirements. The software manager is responsible for completing the registration card and returning it to the software publisher or otherwise properly register the software. Software purchased with school/District funds must be registered in the name of ISD 709 (as the user's name) and the School/Department (as the company name) in which it will be used. Due to personnel turnover, software will never be registered in the name of the individual user. The District Software Manager shall maintain a register of all Duluth Public Schools software and will keep a library of software licenses, Master Disks/CDs 2 and backup disks. All software used on District computers will have the master disks/CDs and any backups stored in the Software Library of the District Media Center Resource Library 3 . Software licensing will be reviewed prior to the purchase of any software.

9. **Installation of Software**

Prior to installation of any software, the license will be reviewed by the Director of Technology or designated person. Any restrictions will be noted on the installation sheet. The minimum allowable documentation for proof of ownership is the Purchase order and the master cd's. Software without proper documentation will not be installed on District equipment. All software will be verified for ownership through the software manager before installation takes place. Software installation sheets will be filled out for all installation of software for recording on the District system. After the registration requirements above have been met, personnel from the Technology Division will install the software. Manuals, tutorials, and other user materials will be provided to the user. If available, a copy of the applicable license agreement will be provided to the user. Once installed on server(s) or hard drive(s), the original diskettes/CDs 5 will be kept in the Software Library of the District Technology Division 6 and maintained by the District Software Manager. If a program requires the CD or other disks to operate properly, the District Software Manager will create backup copies of the CD or disks without the program installer. The backup disks will be given to the user.

10. **Home Computers (Non District Assets) and District Licensed Software**

Duluth Public Schools computers are organization-owned assets and must be kept both software legal and virus free. Only software purchased and/or registered through the procedures outlined above may be used on Duluth Public Schools machines. Organization-owned software cannot be taken home and loaded on a user's home computer without written authorization from ISD 709. Because of limited human resources required to load/install software on home computers, a user that desires to use a District licensed software package at home may be required to purchase a separate licensed package. In addition to limited human resources, there is a potential of program conflicts with the owner's home computer. For this reason, the Technology Division/School Technology Coordinators' personnel are prohibited from working with non-District owned assets at this time. The Director of Technology will evaluate the technology resources each school year and may recommend supporting non-district assets with district-licensed software.

11. **Donated Computers and Software**

Because ISD 709 cannot validate the original software configuration on donated computers, the Duluth Public Schools can accept donated computers under the following conditions: (a) All software including the operating system is removed. This will require a reformat of the hard drive and the purchase of an operating system or use of an unused District operating system license. (b) No software disks/CDs or software documentation will be given with the computer. (c) It is recommended that non-ISD 709 Organizations and individuals who desire to purchase software for a school donate the money to the school, and the school should purchase the software through the software purchasing process. (d) Donated computers must meet District Minimum Equipment Standards (manufacturer, processor, speed, RAM, etc.)

12. **Shareware/Freeware**

Shareware software is copyrighted software that is distributed freely through bulletin boards, online services, disk and CD. Freeware is software a programmer or company has authorized individual to use free. Freeware can have restrictions in the licensing agreement. It is the policy of ISD 709 to pay shareware authors the fee they specify for use of their products. Registration of shareware/freeware products will be handled the same as commercial software products. The user, school or department will pay costs related for Shareware fees.

13. **Software Retirement**

The District Software Manager will develop a system that will track software from purchase to retirement. When software has been determined not to meet educational or administrative needs, the software will be deleted from all computers, all manuals, and disks/CDs will be destroyed. As District hardware is retired, it will be audited for software to be retired or released as appropriate.

14. **Random Quarterly Audits**

The District Software Manager or designated representative will conduct a random quarterly audit of selected Duluth Public Schools computers, including portables, to aid in determining that Duluth Public School - ISD 709 complies with all software licenses. This audit will be conducted when systems are in for servicing and/or repair. The District will make an effort to audit. It is desired that every computer owned by the Duluth Public Schools should have had an audit every 18 months. Audits will be conducted using SIIA Freeware auditing software. On-site surprise audits may be conducted as well. In addition, during the quarterly audit, ISD 709 will search for computer viruses and eliminate any that are found. If software is found not in accordance with this policy, the user will be given two options:

1. The user has 3 workdays to comply with the software registration process in this policy.
2. The Technology Division Help Desk staff or the authorized school Technology Coordinator will delete the software from the computer and any master disks/CDs and manuals removed from school/district property.

15. **Computer Desktop Security**

Because schools and District offices are open to the public, and without a desktop security program installed on District computers, there is no realistic way to manage software installation. For this reason, all District computers will have a desktop security program installed. The Technology Division is responsible for budgeting and purchasing for a desktop security program.

16. **Penalties and Reprimands**

According to the US Copyright Act, (as of the date of adoption of this regulation) illegal reproduction of software is subject to civil damages of as much as US \$100,000 per title infringed, and criminal penalties, including fines of as much as US \$250,000 per title infringed and imprisonment of up to five years. A Duluth Public

School - ISD 709 user who makes, distributes, or uses unauthorized copies of software will be disciplined as appropriate under the Internet Use Regulation - 3187R and/or School Discipline Policy 5085. Such discipline may include termination of employment. ISD 709 does not condone the illegal duplication of software. These regulations are subject to the requirements of the US Copyright Act and all other applicable laws and regulations as they may be enacted and amended and all users shall abide by all applicable laws as they may then apply.

B. Technology Hardware Management

1. Non ISD 709 Hardware

Because of the technical issues involved in connecting non ISD 709 owned computers to the District network, the District will not normally allow non ISD 709 owned computers on the network. The exception is when there is a formal agreement between a non ISD 709 organization and the Technology Division. This agreement will clearly delineate responsibilities for computer servicing, virus protection, desktop security, and network protocols to be used. Because this can impact network resources, the Director of Technology will notify the Superintendent of Schools and the School Board.

2. New Equipment

A record of the OEM software used by the District will be recorded.

3. Hardware Retirement

It is recognized the technology hardware has a "normal" useful life. In an effort to reduce maintenance costs and maintain a quality environment for students, the life cycle for computers and related technology hardware is based on five years. The Technology Division will budget for repairs (not replacement cost) based on a 5-year life cycle. In cases where it is not economically feasible to repair equipment less than 5 years old, the equipment will not be repaired. The Technology Division will budget for labor costs when repairing equipment between 5 and 6 years of age. The site will be responsible for all part costs. Equipment older than six years can be repaired (if economically feasible), but costs for parts and labor will be paid by the department/site.

All hardware with software, including operating systems that are scheduled for removal from service, will have the hard disk drive disabled by Technology Division personnel. The District cannot sell through bid or give away any computer hardware with application or operating system software installed on it, and the Technology Division shall reformat the hard drives before sale. The Technology Division Hardware Repair Branch will audit retiring systems. The audit information will be given to the Software Manager and the records will be updated. No software disks/CDs or manuals can be sold or given away. All Master Disks/CDs, backup, disks and manuals will be treated as retired software or re-installed on another District asset.

Reference:

1. 17 USC ' 501-506 - Difference between civil and criminal violations
2. 17 USC ' 117 - All parties for making and receiving illegal software
3. 18 USC ' 2319 - Criminal Sanctions
4. Software Publishers Associations- Software Manager Manual
5. Duluth School District Policy 3187
6. Duluth School District Regulation 3187
7. Duluth School District Policy 3090
8. Duluth School District Policy 5085

Approved: 02-23-1999 ISD709

Revised: 06-19-2001

05-21-2002 ISD 709

3189R - Technology Software Copyright and Hardware Management

Computer Software Evaluation/Request

Purpose: This process is to insure that computer software for ISD709 students meets the highest possible curriculum standards and the minimal technical operational standards. With limited dollars available to support student learning, software purchases must be aligned with district learner outcomes, state and national standards .

Instructions: Software evaluator completes Section 1 and forwards it to the curriculum department.

Section 1:

Software evaluator's name(s)_____

Building(s): _____

Grade/Subject area _____

Software Titles for review: Please list vendor, cost, amount of time spent previewing: _____

1. Identify content area and learner outcomes/standards(s) this software will support: _____
2. How will this software support your implementation of the learner outcome(s)/standard(s): _____
3. Attach copies of relevant software reviews.
4. Would you recommend this software for District-wide adoption for grade/subject covered?
Yes No (circle one) If no, why not?

5. Funding source: (circle one) Site District Grant

Section 2: (Curriculum Department)

Curriculum Department review: This software can be used as a resource to support implementation of content area learner outcome(s)/standard(s) as identified.

Circle one: yes no

_____ Signature

Date _____

If no, rationale: _____

Section 3:

1. Agreed Testing/Evaluation Schedule:
2. Technical Testing Date: _____ Teacher/User
Testing Date: _____
3. Licensing Review:
4. Comments: _____

Technical review:

Comments:

Teacher or User Evaluation: (after sections 1 and 2 are completed)

Comments: _____

1 A user for the purpose of this regulation is defined as the employee primarily assigned to a computer or computers under their control. However, no other employee, student, parent or other person shall violate copyright laws, regulations or policies.

2 There are cases where it is productive to store software packages on site to rapidly resolve software maintenance issues. In this case, the Director of Technology may approve this exception.

3 Software that requires the user to have the media to run the application can be stored at the school.

4 In cases that backup copies of the software is not practical, it is not required. The Software Manager will have the authority to make this determination.

5 When a disk or CD is needed to run the software program, the user will be given a copy of the media.

6 Site may request to maintain the software at their site. Since legal responsibility for copyright issues would be at the site, the principal must request this in writing from the Technology Director.

7 There are cases where the OEM will allow the District to accept software with a donated computer. Unless the District can validate this is the case, all software, including the operating system will be removed.

3189 SOFTWARE COPYRIGHT AND MANAGEMENT

It is ISD 709 policy to respect all computer software copyrights. ISD 709 will adhere to the terms of all software licenses to which ISD 709 is a party. The Director of Technology is ISD 709's District Technology Hardware/Software Manager and is charged with the responsibility for enforcing this policy and regulation. All users of District technology will comply with 3189R and with all applicable laws and regulations.

Adopted: 02-23-1999 ISD 709

Revised: 07-17-2001

07-16-2002 ISD 709

3190 COPYRIGHT POLICY STATEMENT

It is the intent of the School District to adhere to the provisions of state and federal copyright laws. The following procedures represent a sincere effort to comply with the law:

1. Only legal copies of copyrighted materials may be made or used on school equipment.
2. Any illegal copying of any School District-owned copyrighted materials is prohibited.
3. The Superintendent is responsible for distributing to all school employees a written copy of this policy. The principal of each building is responsible for establishing practices which support this policy at the building level.
4. Employees who violate copyright laws do so at their own risk.

Legal copies are those that follow copyright laws pertaining to specific materials. Guidelines for legal copying are contained in Regulation 3190R. Note: A user may be able to obtain legal copies by requesting permission from the holder of the copyright.

Adopted: 01-16-1990 ISD 709

Revised: 06-20-1995 ISD 709

3190R COPYRIGHT REGULATIONS

Guidelines for Off-Air Recording of Television Programs

The following guidelines apply only to off-air recordings by nonprofit, educational institutions. The premium channels and pay-per-view programs fall outside the scope of the guidelines and cannot be recorded. Off-air recordings will be made only at the request of the individual teacher and will not be recorded regularly in anticipation of requests.

A broadcast program may be recorded off-air simultaneously with broadcast transmission and retained by a nonprofit educational institution for a period not to exceed forty-five (45) calendar days after date of recording.

Off-air recordings may be used once by individual teachers in the course of relevant teaching activities, and repeated only once when instructional reinforcement is necessary, in classrooms and similar places devoted to instruction. Teaching use is limited to the first ten (10) consecutive school days in the forty-five (45) calendar day retention period. After the first ten (10) school days, off-air recordings may be used up to the end of the forty-five (45) calendar day period only for teacher evaluation purposes.

A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers. However, each additional copy shall be subject to all provisions governing the original recording. Off-air recordings need not be used in their entirety, but the recorded programs may not be altered from their original content. All copies of off-air recordings must include the copyright notice on the broadcast program as recorded.

It is legal for teachers to tape at home and bring the tapes into school as long as all of the institutional off-air taping guidelines are followed. However, the content of the tape must support instruction of the formally adopted curriculum of the School District. Tapes may not be used for entertainment or "Friday afternoon filler," since Section 110 of the Copyright Law allows special performance exemption for copyrighted materials in the classroom for the purpose of face-to-face instruction only.

Teachers need to be aware that labels on videotapes warning that they are "For Home Use Only" do not accurately represent the law and do not prohibit the use of prerecorded tapes in the classroom. This use would be the same as educational off-air taping guidelines. The Copyright Act specifically authorizes libraries or archives to copy news programs off the air. The same guidelines apply to satellite programs that are simultaneous retransmissions.

Guidelines for Computer Software

The School District expects that all software users will observe and comply with the laws pertaining to copyrights and will make every effort to prevent illegal use of copyrighted materials. It is not an infringement to make a copy of a computer program provided that the copy is created as an essential back-up for archival purposes only and that all copies are

destroyed in the event that the original computer program should cease to be legal. It is an infringement to load a single copy of a program onto multiple machines or networks unless a specific license for such use has been obtained from the copyright holder. At this time the concept of "fair use" is one legally licensed copy per machine. The penalties of non-compliance for employees are severe and will include disciplinary action up to and including termination.

Guidelines for Print

The purpose of the following guidelines is to state the minimum standards of educational fair use under Section 107 of the Copyright Law.

Guidelines for Single Copying for Teachers

A single copy may be made of any of the following by or for a teacher at his or her individual request for his or her scholarly research or use in teaching or preparation to teach a class:

1. A chapter from a book.
2. An article from a periodical or newspaper.
3. short story, short essay, or short poem, whether or not from a collective work.
4. A chart, graph, diagram, drawing, cartoon, or picture from a book, periodical, or newspaper.

Each teacher may retain and continue to use the single copy in the following semesters or years.

Guidelines for Multiple Copies for Classroom Use

Multiple copies (not to exceed in any event more than one copy per student in a course) may be made by or for the teacher giving the course for classroom use or discussion, provided that:

1. The copying meets the tests of brevity and spontaneity as defined below
2. Meets the cumulative effect test as defined below, and
3. Each copy includes a notice of copyright.

Definitions of Terms

1. Brevity
 - a. Poetry: A complete poem if less than two hundred and fifty (250) words and if printed on not more than two (2) pages, or an excerpt of a longer poem that is not more than two hundred and fifty (250) words or to the end of a line.
 - b. Prose: Either a complete article, story, or essay of less than two hundred and

fifty (250) words, or an excerpt from any prose work of not more than two thousand and five hundred (2,500) words of ten percent (10%) of the work, or to the end of a paragraph.

c. Illustration: One chart, graph, diagram, drawing, cartoon, or picture per book or per periodical issue.

d. Special Works: Certain works in poetry or prose which often combine language with illustrations and fall short of two thousand and five hundred (2,500) words may not be reproduced in their entirety. An excerpt of not more than two of the published pages and containing not more than ten percent (10%) of the words in the entire text may be reproduced.

2. Spontaneity:

The copying is at the instance and inspiration of the teacher. The inspiration and decision to use the work and the moment of its use for maximum teaching effectiveness and so close in time that it is unreasonable to expect a timely reply to a request for permission.

3. Cumulative Effects:

The copying of the material is for only one course in the school in which the copies are made. Not more than one short poem, article, story, essay, or two excerpts may be copied from one author, nor more than three from the same collective work or periodical volume during one class term. There shall not be more than nine instances of such multiple copying for one course during one class term. These limitations do not apply to current news periodicals or newspapers.

Copying shall not be used to create, or replace, or substitute for anthologies, compilations, or collective works. There shall be no copying of or from works intended to be consumable. These include workbooks, exercises, standardized tests, test booklets, and answer sheets. Copying shall not substitute for the purchase of books, reprints, or periodicals.

To avoid liability for copyright infringement on the part of the library or an employee as a result of unsupervised duplicating, libraries must display notices to the effect that making a copy may be subject to the copyright law.

Guidelines for Educational Uses of Music

Emergency copying to replace purchased copies which are not available for imminent performance is permissible, provided purchased replacement copies shall be substituted in due course. For academic purposes other than performance, single or multiple copies of excerpts of works may be made, provided that the excerpts do not comprise a part of the whole which would constitute a performable unit such as a section, movement, or area, and in no case more than ten percent (10%) of the whole work. The number of copies shall not exceed one per student.

Printed copies which have been purchased may be edited or simplified provided that the fundamental character of the work is not distorted or lyrics either added or altered.

Most performances of non-dramatic works by school orchestras, bands, or choral groups are exempt from licensing requirements. A single copy of records of performances by students may be made for evaluation or rehearsal purposes and may be retained by the education institution or individual teacher. All performances of both dramatic and non-dramatic musical works in class are exempt from copyright requirements.

Duplication of tapes cannot be made unless reproduction rights were given at the time of purchase. Reproduction of musical work cannot be converted to another format, e.g., record to tape. Copying of records onto cassettes for more compact shelving and to prevent loss appears to be a copyright infringement.

Approved: 12-12-1989 ISD 709

Revised: 06-20-1995

07-18-1995

11-18-1997 ISD 709

1 Legal Costs could be as high as \$100,000 per illegal copy installed plus any court and attorney fees.

3195 DISPOSAL OF SCHOOL DISTRICT PROPERTY

When it is necessary for the School District to divest itself of buildings and real property (hereinafter referred to as "property") which are no longer of significant importance to the School District, the following process and sequence shall be followed:

1. The City of Duluth and County of St. Louis government units shall be informed of the availability of the subject property and given the opportunity to negotiate a purchase, trade, or free conveyance of this property.
2. A market appraisal of the property shall be obtained.
3. Requests for proposals shall be sought, indicating the intended use and the amount offered to purchase the property.
4. A financial analysis of the proposals shall be conducted to assess the viability of such disposal.
5. All property sold shall contain a deed restriction prohibiting the property's future use as a school or other E-12 educational facility.

References: MN Statute 123B.51

Adopted: 05-14-1974 ISD 709

Revised: 03-10-1981

06-20-1995

07-16-2002 ISD 709

3200 UNAUTHORIZED INSTALLATION / CONSTRUCTION SCHOOL DISTRICT PROPERTY

The installation of any signs or other identifying markers, facilities, site equipment, or permanent surfacing or construction of or moving onto site of any buildings, either temporary or permanent, on any School District property, without official approval of the School Board is prohibited. Any such unauthorized installation/construction/ surfacing shall be removed at the expense of the individual(s) or organization(s) responsible for said installation/construction/surfacing.

Adopted: 02-12-1980 ISD 709

Revised: 06-20-95 ISD 709

3205 REPAIR OF VEHICLES, EQUIPMENT, AND TOOLS

Personally-owned appliances, equipment, tools, or vehicles will be accepted for repair from the general public provided such repair work fits within the design of, and will be beneficial to, the instructional program of the students. Acceptance of items to be repaired shall be accomplished in a nondiscriminatory manner.

1. Customers shall be charged on the basis of materials used, any parts used, and the incidental costs of providing the repair or maintenance service.
2. The teacher in charge of the particular program or shop shall be responsible for setting prices or charges, based on cost of materials and any other monetary factors.
3. Payment of said charges shall be made in the manner prescribed by the person responsible for the financial control and collection of monies for the building within which the program is housed.

Adopted: 06-09-81 ISD 709

Revised: 07-14-1981

06-20-95 ISD 709

3210 USE OF DISTRICT EQUIPMENT, MATERIALS, TOOLS AND FACILITIES

Student Use : School District owned equipment, materials, tools and facilities may be utilized either on or off School District property by students when such use is in connection with their studies or co- or extra-curricular activities. Any time any item owned by the District is removed from District owned or leased premises, a "Student Equipment Usage Form" is to be completed. The form must be signed by the teacher, parent and student prior to the equipment being removed from District owned premises. The form is in four parts and shall be filed as follows: one copy is to be retained by the teacher, one copy is to be forwarded to the principal, one copy is to be forwarded to the fixed assets manager and one copy is to be given to the student. Proper controls shall be established by the teacher to assure students' responsibility for, and prompt return of, all such equipment, materials and tools. School District owned equipment, materials, tools or facilities shall not be used by students for personal or private benefit.

Employee Use : The District recognizes the benefit of employees utilizing certain pieces of District owned equipment away from District owned or leased premises. Such items may include lap top computers and printers. Therefore, the District has established a procedure to bring accountability to said usage. Any time an employee removes District owned equipment from District owned or leased property, an "Employee Equipment Usage Form" is to be completed. The form is to be signed by the employee and the employee's direct supervisor. The form is in four parts and shall be filed as follows: one copy is to be forwarded to the internal auditor, one copy is to be given to the employee, one copy is to be retained by the employee's direct supervisor and one copy is to be forwarded to the fixed assets manager. Once the item has been returned, the supervisor shall complete the supervisor's copy of the form and remit it to the internal auditor. District owned vehicles including cars, vans, busses, and trucks may only be used for authorized School District business as provided in state statute # 471.666. District owned vehicles may not be used for in-district personal use such as conducting personal banking business, coffee breaks, lunch and shopping. The Director of Business and Finance has the authority to grant letters of exception to this policy for those situations addressed by state statute. The penalties for non-compliance with the above are severe and will include disciplinary action up to and including immediate termination.

Adopted: 07-14-1981 ISD 709

Revised: 06-20-1995

05-21-1996

05-16-2000 ISD 709

3215 REVIEW OF FINANCES

The School Board will contract with private audit firms to conduct a financial audit of School District funds on an annual basis. Subsequent School Boards may request audits by the State Auditor.

Legal Reference: Minn. Stat. § 123B.77 Subd. 3.

Adopted: 05-18-1993 ISD 709

Revised: 06-20-1995

04-21-2015 ISD 709

3220 FIXED ASSET INVENTORIES

The School Board recognizes the need for accountability relating to the School District's capital expenditures. To ensure this accountability, the School Board directs the Superintendent or his/her designee to implement regulations that carry out the intent of this policy and comply with all applicable laws and other School Board policies. It also requires that expenditures will be limited to the amount budgeted under the classification of accounts provided for each fund and to the total amount of the budget, except as outlined under budget control and requires that all purchase classifications shall be determined through the use of the "Manual for the Uniform Financial Reporting System for Minnesota School District." For the purpose of determining the fixed asset capitalization limits, the Superintendent shall create a fixed asset committee to review the regulations periodically to validate their effectiveness and appropriateness.

Reference: MSA 121.908

Adopted: 06-09-1970 ISD 709

Revised: 07-19-1994

06-20-1995 ISD 709

3220R FIXED ASSET INVENTORIES

The inventory system shall be under the supervision of the Director of Business Services. A copy of all inventories shall be available for School Board review in the office of the Director of Business Services. The Director of Business Services will:

1. Establish procedures for recording, checking, and disposing of property and require cooperation of custodians of equipment relative to these procedures in the interest of perpetuating an acceptable property record system.
2. Designate custodians for property at given locations to be accountable for property at these locations.
3. Require accountability of property by the designated custodian.
4. Conduct periodic inventories of property assigned to custodians and compare these inventories with the property record. All discrepancies will be traced and reconciled.

Fixed Assets

An inventory of fixed assets shall be maintained of which a physical inventory shall be taken bi-annually. The following are the capitalization limits for the following categories of fixed assets:

BUILDINGS AND LAND - \$1.00

Land
 Land improvements
 Buildings
 Building improvements
 Miscellaneous buildings and land

ALL FIXED ASSETS PURCHASED WITH FEDERAL FUNDS - \$1

PURCHASED AND LEASED CAPITAL EQUIPMENT AND VEHICLES -\$5000

It is the responsibility of the Director of Business Services to maintain the FIXED ASSETS PROCEDURES MANUAL. It is the responsibility of all District employees to comply with the FIXED ASSETS PROCEDURES MANUAL.

Approved: 06-09-1970 ISD 709

Revised: 07-19-1994

06-20-1995

01-16-1996

12-19-2000

02-20-2001

03-18-2003 ISD 709

~~2055R QUALITY OF WORK LIFE (RULES, PROCEDURES AND GUIDELINES)~~

~~For purposes of effectively initiating and maintaining participation of certified staff in the labor management process, a district wide steering committee will foster the growth and development of participative management practices across the district and, to the extent possible, identify and address areas of concern to employees on a district wide basis. Committee meetings at every level are open to all certified staff.~~

~~Quality Steering Committee (QSC)~~

~~The QSC will include representation from school board, central administration, principals and teachers. The QSC will provide direction, guidance, and necessary training to the Quality Leadership Teams (QLT). Members will engage in quality initiatives, on a district wide basis. Minutes will be recorded. The QSC will design and implement a process of communication, relative to the QSC, within the district.~~

~~Quality Leadership Teams (QLT)~~

~~The QLT will represent specific stakeholder groups. These teams will meet regularly as working groups and as a communication conduit between the QSC and School Implementation Teams. The QLT will make recommendations to the QSC. Minutes will be recorded. Each team should design and implement a process of communication, relative to the QLT, for the district members of the specific stakeholder groups.~~

~~School Leadership Teams~~

~~Each school will have a School Leadership Team. This team will meet regularly as a working group and communication conduit between the QLT and their school. It will consist of the school principal and/or assistant principal(s), teachers' union steward(s), and certified staff, as selected by the certified staff of the building. Minutes will be recorded. Each team should design and implement a process of communication, relative to the School Leadership Team, within the building. The team may work on a) the school improvement plan b) Quality Steering Committee recommendations, and c) promoting, facilitating and implementing the three aims of our district. The School Leadership Team may meet as an expanded committee that may include parents or students two to four times per year.~~

~~Adopted: 11-07-1984 ISD-709~~

~~Revised: 06-20-1995~~

~~12-20-2011 ISD-709~~

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Adopted: 11-07-1984 ISD 709

Revised: 06-20-1995

12-20-2011 ISD 709

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 21, 2025

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 - September 16, 2025 4

B. Approval of Action Items

1) Human Resources

- a. HR Staffing Report 7

b. Other Action Items

- (1) Job Description — Cafeteria Helper 8
- (2) Job Description - Cafeteria Helper II 11
- (3) Job Description - Cafeteria Manager 14
- (4) Job Description - Federal Programs Clerical 18
- (5) Job Description - Finance Clerical 22
- (6) Job Description - ALC/AEO Clerical 26
- (7) Job Description - American Indian Education Clerical 29
- (8) Job Description - Career Center Clerical 32
- (9) Job Description - Community Education Clerical 35
- (10) Job Description - Duluth Adult Education Clerical 39
- (11) Job Description - Early Childhood Programs Clerical 42
- (12) Job Description - Early Childhood Screening Clerical 46
- (13) Job Description - Elementary School Clerical 49
- (14) Job Description - Elementary School Attendance Clerical 52
- (15) Job Description - Enrollment and Student Data Specialist 55
- (16) Job Description - Facilities Clerical 59
- (17) Job Description - High School Attendance Clerical 63
- (18) Job Description - High School Clerical 66
- (19) Job Description - High School Registrar 70
- (20) Job Description - Middle School Attendance Clerical 73
- (21) Job Description - Middle School Clerical 76
- (22) Job Description - HRIS/Payroll Supervisor 79
- (23) Job Description - Payroll Clerical 83
- (24) Job Description - Payroll Specialist 87
- (25) Job Description - Purchasing Clerical 91
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D. Approval of Committee Reports

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

1) <u>Monthly Committee of the Whole - October 7, 2025</u>	<u>295</u>
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Regular School Board Meeting
Tuesday, September 16, 2025 6:30 PM Central

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

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

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

Move to Approve the Agenda. This motion, made by Henry Banks and seconded by Amber Sadowski, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

5. School and Community Recognition

Superintendent Magas presented the School and Community Recognition.

6. Report of the Superintendent

6.A. Reports from Student School Board Representatives

Student Representative Dean presented the East Student Report.

6.B. Superintendent's Report

Superintendent Magas presented the Superintendent's Report.

Topics Included:

Student Representative Reports

Start of the Year Updates

Duluth Promise Update

Board Work Session Update

2024-25 Superintendent Evaluation and 2025-26 Goals Update

Other

6.C. Schedule of Meetings and Events

7. Report of Standing Committees

7.A. Committee of the Whole

7.A.1) Monthly Committee of the Whole (*September 4, 2025*)

Assistant Superintendent Bonds presented the Committee of the Whole Report

7.B. Human Resources/Business Services Committee (*September 8, 2025*)

Member Sadowski presented the Human Resources/Business Services Committee Report.

7.C. Policy Committee (*September 11, 2025*)

Member Loeffler-Kemp presented the Policy Committee Report.

8. General Board Committee Updates

Member Sadowski provided an update on the Head Start Parent Advisory Committee. Member Lofald provided an update on the Quality Steering Committee, the Minnesota State High School League, and the Inter-Governmental Committee.

9. Consent Agenda

Move to Approve the Consent Agenda. This motion, made by Rosie Loeffler-Kemp and seconded by Jill Lofald, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

10. Resolutions from Committee Reports

10.A. B-9-25-4120 - Maximum Levy Certification

Move to Approve Resolution B-9-25-4120 Maximum Levy Certification. This motion, made by Amber Sadowski and seconded by Sarah Mikesell, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

Discussion was had.

10.B. B-9-25-4121 - Acceptance of Donations to Duluth Public Schools

Move to Approve Resolution B-9-25-4121 Acceptance of Donations to Duluth Public Schools. This motion, made by Jill Lofald and seconded by Stephanie Williams, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11. Special Resolutions and Action Items

11.A. E-9-25-4122 Designation of Identified Official with Authority (IOwA) for Head Start
Move to Approve E-9-25-4122 Designation of Identified Official with Authority (IOwA) for Head Start. This motion, made by Rosie Loeffler-Kemp and seconded by Stephanie Williams, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.B. Approval of Office of Head Start Supplemental Nutrition Application

Move to Approve the Office of Head Start Supplemental Nutrition Application. This motion, made by Jill Lofald and seconded by Amber Sadowski, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.C. Approval of Community Education Director Individual Contract

Move to Approve the Community Education Director Individual Contract for Nathan Chapman. This motion, made by Amber Sadowski and seconded by Rosie Loeffler-Kemp, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.D. Approval of the Minnesota Department of Education (MDE) Review and Comment
Move to Approve the Minnesota Department of Education (MDE) Review and Comment.

This motion, made by Amber Sadowski and seconded by Jill Lofald, Passed.

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

Yea: 7, Nay: 0

Discussion was had on the commissioner's determination of a review and comment and the district's approved achievement and integration plan findings.

12. Questions / Other

13. Adjournment

Move to Adjourn at 7:59 p.m. This motion, made by Henry Banks and seconded by Stephanie Williams, Passed.

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

Yea: 7, Nay: 0

Chair Durick Eder

Clerk Mikesell

HUMAN RESOURCES ACTION ITEMS FOR: October 21, 2025

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
AMOATENG, JACLYN V	SPED SMI/DCD SETTING III TEACHER/ORDEAN EAST, (BA) III, 1, 1.0, MICKELSON H.	09/29/2025
BREILEIN, ALEXANDRA L	HOURLY TEACHER/DAE, UP TO 14HRS/38WKS, \$30.00/HR	09/17/2025
HANNU, DEBRA A	LTS ELEMENTARY ART/LESTER PARK, (MA+45) IV, 9, 1.0, KERKHOF L.	09/15/2025
HELBACKA, JESSIE M	BUSINESS/ECONOMICS TEACHER/DENFED, (BA) III, 8, 0.4, GIZAS S.	09/29/2025
HELBACKA, JESSIE M	CTE COLLEGE AND CAREER READINESS/DENFELD, (BA) III, 8, 0.2, GIZAS S.	09/29/2025
LIND, AMBER D	LTS SPED RESIDENTIAL TEACHER/MERRITT CREEK, (BA) III, 1, 1.0, HOPEN E.	10/01/2025
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
BAMBENEK, AMY N	TCHR GRADE 1	01/10/2026 02/21/2026
GOODMAN, LAURA K	TCHR ECFE PARENT EDUCATOR	10/14/2025 12/23/2025
ZADDACK, AMBER L	TCHR SPED ECSE	12/08/2025 12/22/2025
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
KEENEY, MCKENZIE K	SPED SECONDARY RESOURCE - EAST HS	09/26/2025
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
DALBEC, SHARON M	SPED RESIDENTIAL TEACHER - MERRITT CREEK ACADEMY	06/30/2026
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ACKER, NORA A	OSS-INTERMEDIATE/PRESCHOOL, HEADSTART, 40/43WKS, \$19.85/HR, MCGREW P.	09/09/2025
BURKHALTER, DANIEL F D	HOURLY MONITOR/LOWELL, UP TO 23 HRS/38WKS, \$15.00/HR	09/10/2025
CHAPMAN, NATHAN L	COMMUNITY ED DIRECTOR/DISTRICT WIDE, 52WKS, \$120,000/YR/INDEPEDENT CONTRACT, RUPP J.	09/08/2025
CONLEY, TOREN G	NUTRITIONAL SERVICE ASST/DENFELD, 23.75/38WKS, \$15.68/HR, BATTEES S.	09/24/2025
ENGEN, KALE K	TECH TUTOR PARA/EAST, 35/38WKS, \$22.34/HR, WILCZEK C.	09/11/2025
ERICKSEN, JACOB J	CUSTODIAN/0.5 DENFELD, 0.5 LAURA MACARTHUR, 40/52WKS, \$18.05/HR	10/06/2025
ERICKSON, ANITA	NUTRITIONAL SERVICE ASST/LAURA MACARTHUR, 20/38WKS, \$15.68/HR, ZOLTEK L.	09/30/2025
GOERDT, JASMINE M	SPED BUILDING WIDE PARA/MYERS-WILKINS, 31.25/38WKS, \$19.23/HR, DRAGSTEN M.	10/13/2025
GUTHRIE, ROBERT L	NUTRITIONAL SERVICE ASST/LINCOLN PARK, 17.5/38WKS, \$15.68/HR, LAUGER R.	09/29/2025
HOFFMAN, JANE D	HOURLY MONITOR/LOWELL, UP TO 23 HRS/38WKS, \$15.00/HR	10/01/2025
JOHNSON, CASSANDRA L	SPED PROGRAM PARA/CONGDON PARK, 31.25/38WKS, \$20.45/HR, HUGHLEY M.	09/17/2025
JOHNSON, STEVEN R	HUMAN RESOURCES MANAGER/DISTRICT WIDE, 40/52WKS, \$1,997/WK, COOK C.	10/03/2025
JONDREAU, KIRSTEN A	SPED BUILDING WIDE PARA/LESTER PARK, 31.25/38WKS, \$20.80/HR, FALTEISEK M.	10/06/2025
JONES, PATTY L	NUTRITIONAL SERVICE ASSISTANT/CONGDON, 15/38WKS, \$15.68/HR, TURNMIRE K.	09/18/2025
LIND, JULIE A	HEALTH ASSISTANT LPN PARA LTS/DISTRICT WIDE, 33.75/38WKS, \$28.35/HR, ROE B.	09/17/2025
LORICH, NICOLE J	HOURLY MONITOR/LAKEWOOD, UP TO 23 HRS/38WKS, \$15.00/HR	09/22/2025
MCCORMICK, JOSEPH J	SPED STUDENT SPECIFIC PARA/CHESTER CREEK, 31.25/38WKS, \$20.19/HR,	10/13/2025
MELTON, JEFFERY R	COORDINATOR OF AMERICAN INDIAN ED/DISTRICT WIDE, \$1,916/WK, 48WKS, WHITE S.	09/29/2025
MUCKALA, SARAH J	SUPERVISORY PARA/EAST, 33.75/38WKS, \$19.23/HR, LAYMAN A.	09/24/2025
NELSON, JESSIE L	HOURLY MONITOR/PIEDMONT, UP TO 23HRS/38WKS, \$15.00/HR	09/22/2025
NORDLUND, ANGEL M	NUTRITIONAL SERVICE ASST/LINCOLN PARK, 30/38WKS, \$15.68/HR, DUBOIS J.	09/22/2025
PANK, KEALEY C	NUTRITIONAL SERVICE ASSISTANT/LAURA MACARTHUR, 20/38WKS, \$15.68/HR, ZOLTEK L.	09/18/2025
PARRENT, ALAN R	PRESCHOOL PARA/PIEDMONT, 23/38WKS, \$19.23/HR, TERESI W.	09/10/2025
PASCHKE, MARY L	HOURLY FOOD SERVICE/DISTRICT WIDE, UPT TO 12HRS/38WKS, \$14.50/HR	09/29/2025
PETERSON, TAMMI L	SPED BUILDING WIDE PARA/MYERS-WILKINS, 31.25/38WKS, \$21.81/HR,	09/23/2025
PLASCENCIA, CRISTINA V	HOURLY MONITOR/PIEDMONT, UP TO 23HRS/38WKS, \$15.00/HR	09/10/2025
PULKRABEK, ABIGAIL A	SPED PROGRAM PARA/CONGDON, 31.25/38WKS, \$21.68/HR, LUNDORFF J.	10/13/2025
RAMBERG, ABBY M	HOURLY FOOD SERVICE/DISTRICT WIDE, UPT TO 12HRS/38WKS, \$14.00/HR	09/23/2025
REAMER, BONNIE L	HOURLY MONITOR/PIEDMONT, UP TO 23HRS/38WKS, \$15.00/HR	09/10/2025
RENNEBERG, JESSICA L	OSS-INTERMEDIATE/CAREER CENTER-EAST, 23/38WKS, \$19.85/HR, HOLLIDAY C.	09/15/2025
RICKE, ISABELLA A	SPED BUILDING WIDE KEYZONE PARA/LOWELL, 7.5/38WKS, \$20.39/HR, KREAGER D.	09/29/2025
SMITH, STEVEN W	SPED BUILDING WIDE ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$20.39/HR, MOTZKO L.	09/08/2025
SOMERS, JACQUELINE M	HOURLY MONITOR/PIEDMONT, UP TO 23HRS/38WKS, \$15.00/HR,	09/22/2025
SORVIK-LAROSEE, MICHELE L	INTRUCTIONAL PARA/LAURA MACARTHUR, 31.25/38WKS, \$19.23/HR, LINDULA R.	09/15/2025
<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
DAVIS, DEBRA A	CHILD NUTRITION ASST - LOWELL ES	09/24/2025 09/29/2025
DEFRANG, DARCI L	BUS HELPER	09/22/2025 09/30/2025
KARON, MARIA M	NON CERT LEAVE	10/01/2025 11/28/2025
MARSHALL, HOLLY J	HEALTH ASST LPN PARA - LESTER PARK ES	09/16/2025 09/19/2025
MAYVILLE, RICHARD A	NON CERT LEAVE	01/09/2025 04/09/2026
NELSON, KATHRYN A	SPED BW PARA - MYERS-WILKINS ES	10/23/2025 10/31/2025
OHARA, AMANDA R	CHILD NUTRITION ASST - LOWELL ES	09/22/2025 09/26/2025
RENNQUIST, JEAN-PAUL F	CERT INTERMITTENT LEAVE	09/05/2025 10/10/2025
SETTERGREN, GERALDINE J	NON CERT LEAVE HEALTH ASST LPN PARA-EAST	10/06/2025 11/11/2025
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
CARTER, WILLIAM D	SUPERVISORY PARA - EAST HS	10/02/2025
DROUILLARD, IAN T	CHILD NUTRITION ASST - LAURA MACARTHUR ES	09/02/2025
DUBOIS, JENNIFER R	CHILD NUTRITION ASST - LINCOLN PARK MS	09/07/2025
GROVER, SUSAN M	CHILD NUTRITION ASST - EAST HS	09/09/2025
HASKINS, JASMINE R	HRLY CHILD NUTRITION HELPER - CONGDON PARK ES	06/06/2025
HEINZEN, AMANDA J	CHILD NUTRITION ASST - EAST HS	09/04/2025
HOLL, DEBRA L	SPED PARA SETTING III/IV - PIEDMONT ES	10/08/2025
NORDLUND, ANGEL M	CHILD NUTRITION ASST - LINCOLN PARK MS	10/02/2025
RATAJEK, GINA M	SCHOOL BUS DRIVER II - TRANSPORTATION	06/30/2025
SEVERANCE, THERESA C	EXEC DIRECTOR HR & OPERATIONS - DSC	10/10/2025
SEYMOUR, CASSANDRA K	SPED PROG PARA SETTING III/IV - LAURA MAC - REVISED DATE	09/05/2025
<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
MCKEEVER, JUDITH M	SPED BW PARA - CONGDON PARK ES	10/01/2025

SECTION I: GENERAL INFORMATION

Position Title: Cafeteria Helper	Department: Child Nutrition
Immediate Supervisor's Position Title:	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Food Service
<p>General Summary of Purpose Of Job:</p> <p>The Cafeteria Helper works under the direct supervision and receives work direction from the School Cafeteria Manager. This role provides essential support in the daily operations of the school food service program, focusing on the preparation, serving, and cleanup of meals. The Nutrition Services Assistant directly assists the Cafeteria Manager in all aspects of meal production, contributes to maintaining a clean and safe kitchen environment, and helps with basic record-keeping and cash register operations to ensure efficient meal service..</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Supports the Cafeteria Manager and other assigned staff in the preparation and setup for meals, strictly adhering to proper sanitary practices and food safety procedures.
2.	Prepares various food components such as salads, sandwiches, and vegetables according to standardized recipes and instructions provided by the Cafeteria Manager.
3.	Serves food to students and staff at various food service stations, ensuring accurate portion control in accordance with established food service procedures.
4.	Operates the point of sale computer to track meal participation and handle financial transactions. Assists the Cafeteria Manager by accurately recording and updating departmental activities and records using the food service computer.
5.	Provides assistance to the Cafeteria Manager in conducting physical inventory counts, receiving deliveries, and in organizing and tracking food supplies.
6.	Performs essential cleaning and sanitation responsibilities, including dishwashing, cleaning food preparation equipment, counters, serving areas, and ensuring the proper storage of food supplies.
7.	Follows all federal, state, and local regulations regarding safety, sanitation, and food handling protocols within the kitchen and serving areas, as directed by the Cafeteria Manager.
8.	Safely operates various food service equipment used in daily operations, such as ovens, grills, dishwashers, and food processors, under the guidance of the Cafeteria Manager.
9.	Adheres to daily work schedules and specific duties outlined by the Cafeteria Manager to ensure all menu components are ready for meal service on time.
10.	Collaborates effectively with the Cafeteria Manager and other team members, contributes to a harmonious work environment, and communicates clearly.
11.	Perform other duties as required by the Cafeteria Manager, contributing to the overall efficiency and success of the food service program.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum of six (6) months of work-related experience in a food preparation facility or kitchen; or an equivalent combination of education, training, and/or experience necessary to successfully perform the essential functions of the work.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
None required.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:
None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK
<p>Knowledge</p> <ul style="list-style-type: none"> • Basic food preparation procedures and methods used in institutional food preparation. • Basic food safety and sanitary procedures involved in the preparation and storage of food items and materials. • Basic math and record-keeping principles. • Basic computer operations. <p>Skills</p> <ul style="list-style-type: none"> • Operate standard food service equipment (e.g., ovens, dishwashers, slicers). • Perform cashier duties and operating a cash register accurately. • Use computer-based food service software for tracking meals and records. • Communicate effectively and professionally with supervisors, coworkers, and students. • Following verbal and written instructions. • Adhere to schedules, timelines, and safety procedures.. <p>Abilities</p> <ul style="list-style-type: none"> • Work effectively and efficiently in a fast-paced kitchen environment. • Learn and adapt to new procedures and equipment. • Work cooperatively as part of a team. • Follow established routines and procedures accurately. • Organize and prioritize work based on production needs.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities				
Employee is required to: 210	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously

Stand				√
Walk				√
Sit		√		
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms				√
Climb or balance		√		
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell				√
Lift & Carry:				
Up to 10 lbs.				√
Up to 25 lbs.			√	
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements				√
Close Vision (20 in. of less)				√
Distance Vision (20 ft. of more)				√
Color Vision				
Depth Perception	√			
Peripheral Vision	√			

General Environmental Conditions:

Work is constantly performed in wet or humid (non-weather) conditions such as dish room areas; near moving mechanical parts, such as slicers and choppers; and, in the extreme heat of an operational kitchen. Frequently, work is performed where there is a risk of electrical shock in wet areas where there is also (grounded) electrical equipment. Occasionally, work is performed in extreme cold, such as in freezers; and, where fumes or airborne particles, such as oven sprays, are present. The typical noise level is considered to be loud.

General Physical Conditions:

Work can be generally characterized as:

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

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 7/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: Cafeteria Helper II	Department: Child Nutrition
Immediate Supervisor's Position Title: Supervisor of Child Nutrition	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Food Service
<p>General Summary of Purpose Of Job:</p> <p>The Cafeteria Helper II works under the direct supervision of the School Cafeteria Manager, providing essential support in the daily operations of the school food service program. This role is responsible for the preparation and cooking of large quantities of food, serving meals, and ensuring comprehensive cleanup. The Helper II plays a key role in supporting the Manager, is proficient in POS operations, and is prepared to fill in for the Manager in their absence, contributing to a high standard of food safety, efficiency, and customer service.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Supports the Cafeteria Manager and other assigned staff in meal preparation and setup, ensuring strict adherence to all federal, state, and local food safety, sanitation, and handling regulations, including Safe Serve principles.
2.	Under management advisement, determines, prepares and cooks large quantities of food components such as salads, sandwiches, main entrees and vegetables according to standardized recipes and instructions provided by the Cafeteria Manager.
3.	Serves food to students and staff at various food service stations, ensuring accurate portion control in accordance with established food service procedures. Also sets up service lines.
4.	Operates the point of sale computer as cashier to track meal participation and handle financial transactions. Assists the Cafeteria Manager by accurately recording and updating departmental activities and records using the food service computer.
5.	Provides assistance to the Cafeteria Manager in conducting physical inventory counts, receiving deliveries, and in organizing and tracking food supplies and post-service clean up.
6.	Performs essential cleaning and sanitation responsibilities, including dishwashing, cleaning food preparation equipment, counters, serving areas, and ensuring the proper storage of food supplies.
7.	Safely operates various food service equipment used in daily operations, such as ovens, grills, dishwashers, and food processors, under the guidance of the Cafeteria Manager.
8.	Adheres to daily work schedules and specific duties outlined by the Cafeteria Manager to ensure all menu components are ready for meal service on time.
9.	Collaborates effectively with the Cafeteria Manager and other team members, contributes to a harmonious work environment, and communicates clearly.
10.	Perform other duties as required by the Cafeteria Manager, contributing to the overall efficiency and success of the food service program.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

12	
EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum of one (1) year of work-related experience in a food preparation facility or kitchen; or an equivalent combination of education, training, and/or experience necessary to successfully perform the essential functions of the work.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
None required.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:
A Minnesota Safe Serve Certificate.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK
<p>Knowledge</p> <ul style="list-style-type: none"> • General food preparation procedures and methods used in institutional food preparation. • Comprehensive food safety and sanitary procedures involved in the preparation and storage of food items and materials. • Basic math and record-keeping principles. • Basic computer operations. <p>Skills</p> <ul style="list-style-type: none"> • Operate standard food service equipment (e.g., ovens, dishwashers, slicers). • Perform cashier duties and operating a cash register accurately. • Use computer-based food service software for tracking meals and records. • Communicate effectively and professionally with supervisors, coworkers, and students. • Following verbal and written instructions. • Adhere to schedules, timelines, and safety procedures. • Assist the manager in daily operations and basic problem-solving. <p>Abilities</p> <ul style="list-style-type: none"> • Work effectively and efficiently in a fast-paced kitchen environment. • Learn and adapt to new procedures and equipment. • Work cooperatively as part of a team. • Follow established routines and procedures accurately. • Organize and prioritize work based on production needs. • Assume responsibility for daily operations in the Cafeteria Manager's absence.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously 13
Stand				√
Walk				√
Sit		√		
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms				√
Climb or balance		√		
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell				√
Lift & Carry:				
Up to 10 lbs.				√
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements				√
Close Vision (20 in. of less)				√
Distance Vision (20 ft. of more)				√
Color Vision				
Depth Perception	√			
Peripheral Vision	√			

General Environmental Conditions:

Work is constantly performed in wet or humid (non-weather) conditions such as dish room areas; near moving mechanical parts, such as slicers and choppers; and, in the extreme heat of an operational kitchen. Frequently, work is performed where there is a risk of electrical shock in wet areas where there is also (grounded) electrical equipment. Occasionally, work is performed in extreme cold, such as in freezers; and, where fumes or airborne particles, such as oven sprays, are present. The typical noise level is considered to be loud.

General Physical Conditions:

Work can be generally characterized as:

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

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 7/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: School Cafeteria Manager	Department: Child Nutrition
Immediate Supervisor's Position Title: Supervisor of Child Nutrition	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Food Service
<p>General Summary of Purpose Of Job:</p> <p>The School Cafeteria Manager is a lead worker responsible for coordinating and overseeing all operational aspects of a complex, high-volume school food service program. As a senior member of the Child Nutrition team, this role provides work direction, guidance, and expertise to staff, ensuring the preparation of nutritious, appealing meals and the consistent adherence to safety and sanitation standards. The manager is also responsible for managing financial records, inventory, and administrative tasks, fostering a collaborative work environment, and serving as a central point of communication for the cafeteria.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Lead and coordinate the activities of Child Nutrition staff, providing work direction and guidance to accomplish food preparation and service tasks.
2.	Provide on-the-job training and mentorship to staff, assisting them with work assignments and procedures.
3.	Determine quantity and type of food to prepare, adjusting standardized recipes and portion sizes for a large student population.
4.	Oversee all daily financial transactions, including reconciling daily monetary transactions, bank deposits, and cash drawers per departmental policy.
5.	Administer and maintain accurate daily records for financial transactions, inventories, meal production counts, and other required operational reports.
6.	Develop daily work schedules and outline specific duties to ensure all multiple menu components, including ala care and main line items, are ready for meal service on time.
	Make decisions regarding food quality control, evaluating food for flavor, appearance, and temperature to ensure items are acceptable to students and staff.
7.	Ensure food is prepared and served according to all federal, state, and local regulations, providing guidance to staff on safety, sanitation, and food handling protocols.
8.	Maintain high standards of safety and sanitation in the work environment, ensuring that staff follow all required procedures in the kitchen and serving areas.
9.	Order all food, supplies, and equipment for the cafeteria to cover planned menus and operational needs.
10.	Effectively communicate all aspects of the food service operations to the kitchen staff, other school departments, and district administration.
11.	Collaborate with staff to maintain a harmonious work environment, mediating minor conflicts and elevating unresolved issues to the appropriate channels.
12.	Ensure all staff uphold policies regarding student and financial confidentiality.

13.	Lead by example in the daily performance of cafeteria duties, including food preparation, serving, setup, and cleanup, as needed.	
14.	Assist in the care and maintenance of equipment, providing instruction to staff on proper use and overseeing repairs.	15
15.	Perform other duties as assigned, contributing to the overall success of the food service program.	

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum three (3) years of experience working in a production or institutional food service operation, OR a combination of education, training and/or experience in the area of nutrition or food preparation for 100 or more, totaling (4) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
None required.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:
A Minnesota Safe Serve Certificate within 90 days of acceptance of position

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK
<p>Knowledge</p> <ul style="list-style-type: none"> • Preparation and care of large quantities of food. • Policies and procedures pertaining to food service programs. • Basic and intermediate mathematics for measuring conversions. • Safety and sanitary operation of kitchen equipment. • Basic recordkeeping, accounting principles, and inventory management. <p>Skills</p> <ul style="list-style-type: none"> • Advanced culinary skills for preparing a variety of food products in a multi-station cafeteria. • Effective written and verbal communication. • Conflict resolution and excellent interpersonal skills. • Basic computer skills. • Keeping accurate records and making reports. • Proficiency in using basic computer and software applications. <p>Abilities</p> <ul style="list-style-type: none"> • Organize and prioritize work based on production needs. • Coordinate staff activities and direct the preparation of a variety of products simultaneously. • Work under pressure and in a fast-paced environment. • Make effective, quick decisions. <p>216 Interpret, explain, and apply written and oral instructions and regulations.</p>

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand				√
Walk				√
Sit		√		
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms				√
Climb or balance		√		
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell				√
Lift & Carry:				
Up to 10 lbs.				√
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements				√
Close Vision (20 in. of less)				√
Distance Vision (20 ft. of more)				√
Color Vision				
Depth Perception	√			
Peripheral Vision	√			

General Environmental Conditions:

Work is constantly performed in wet or humid (non-weather) conditions such as dish room areas; near moving mechanical parts, such as slicers and choppers; and, in the extreme heat of an operational kitchen. Frequently, work is performed where there is a risk of electrical shock in wet areas where there is also (grounded) electrical equipment. Occasionally, work is performed in extreme cold, such as in freezers; and, where fumes or airborne particles, such as oven sprays, are present. The typical noise level is considered to be loud.

General Physical Conditions:

Work can be generally characterized as:

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

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 7/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

POSITION DESCRIPTION

Federal Programs Clerical

SECTION I: GENERAL INFORMATION

Position Title: Federal Programs Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: Federal Programs Coordinator	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job: Under limited supervision, the Federal Programs Clerical provides specialized, high-level administrative and financial support, focusing on the complex fiscal management of federal grants, non-public and homeschool programs, and Early Childhood Family Education (ECFE). This role is critical for ensuring meticulous budget oversight, accurate reporting, stringent compliance with funding regulations, and efficient data administration across various financial and student information systems. The Executive Assistant acts as a key liaison, applying strong analytical and problem-solving skills to manage diverse financial lifecycles and contribute significantly to the fiscal integrity of these vital programs.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages federal grant financial operations, including weekly budget monitoring, processing bi-weekly payroll reports, and administering stipends for Title programs.
2.	Oversees financial and administrative processes for non-public and homeschool programs, including managing registrations, tracking student status, and ensuring accurate Title funding allocation and uploads.
3.	Prepares and processes monthly Time and Effort Reports, ensuring compliance for employees funded by multiple programs, including detailed monthly reports and semi-annual signature sheets.
4.	Leads the annual grant application process, collaborating with leadership on budget components for submission by deadlines.
5.	Connects with the benefits department to reconcile employee insurance types with funding sources.
6.	Manages funding for non-public counselors and related financial allocations.
7.	Administers foster care transportation agreements, ensuring accurate documentation and processing.
8.	Develops and manages program-specific budgets and expenditure tracking, including fall non-public budgets that require extensive paperwork.
9.	Generates and analyzes various budget reports, maintaining accurate financial data, often requiring reconciliation with system discrepancies.
10.	Reconciles starting balances for specific accounts (e.g., non-public programs), independently investigating and correcting discrepancies.
11.	Manages homeschool program administration, including sending out notifications and uploading required forms to student information systems.
12.	Oversees administrative processes for Early Childhood Family Education (ECFE) programs, including student enrollment, roster management in student information systems, and coordination of supplies.

13.	Develops and maintains complex digital and paper spreadsheets for financial tracking, reporting, and data transfer.
14.	Supports cross-functional teams by providing accurate financial and program data, and resolving related issues. ¹⁹
15.	Performs other related duties as assigned, supporting the overall financial integrity and operational efficiency of the grants and early childhood programs.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum six (6) years of progressively responsible experience in finance, accounting, or executive-level administrative support, demonstrating a strong understanding of financial operations, particularly in grant management or program-specific finance, OR a combination of education and experience totaling seven (7) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:	
	<ul style="list-style-type: none"> • Associate's or Bachelor's degree in Business, Accounting, Finance, or a related field is preferred and may substitute for some of the required experience. • Experience in state and/or federal grant management.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:	
	None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK	
	<p>Knowledge</p> <ul style="list-style-type: none"> • In-depth knowledge of federal grant regulations, compliance requirements, and reporting standards. • Thorough understanding of financial accounting principles (GAAP), budgeting, and reconciliation practices. • Expertise in managing budgets for various funding sources (federal, non-public, specific programs). • Advanced proficiency in enterprise financial systems and highly advanced use of Microsoft Excel for complex data modeling, analysis, and reporting. • Familiarity with student information systems and online registration processes. • Understanding of Time and Effort reporting requirements for federally funded positions. • Principles of data integrity and meticulous record-keeping for audit purposes <p>Skills</p> <ul style="list-style-type: none"> • Exceptional analytical and problem-solving skills for complex financial discrepancies. • Superior spreadsheet development and management for detailed financial tracking and reporting. • Meticulous attention to detail and accuracy in financial processes. • Strong organizational and project management to oversee multiple grants and budgets. • Excellent written and verbal communication for reports and stakeholder collaboration. • Interpret and apply complex federal and state regulations for program compliance. • Proactive identification and resolution of financial and administrative challenges.

Abilities

- Work independently with minimal supervision, demonstrating initiative and efficiency.
- Analyze, interpret, and present complex financial data.
- Quickly adapt to changing federal guidelines, program requirements, and reporting standards.
- Collaborate effectively with cross-functional teams.
- Manage sensitive information with absolute confidentiality.
- Prioritize and manage multiple competing deadlines.
- Contribute to process improvement for financial and administrative workflows.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

POSITION DESCRIPTION

Finance Clerical

SECTION I: GENERAL INFORMATION

Position Title: Finance Clerical	Department: Business Services
Immediate Supervisor's Position Title: Finance Manager	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job:</p> <p>Under limited supervision, The Finance Clerical provides essential administrative and specialized financial support, playing a pivotal role in the district's fiscal health. This is not a traditional administrative role; it requires advanced operational leadership, meticulous management of complex financial lifecycles, and a deep understanding of federal and state regulatory compliance.</p> <p>The team's structure is built on specialization. Each member is specifically hired and trained for a core function: Accounts Payable (AP), Accounts Receivable (AR), or Purchasing. This ensures expertise in each area. The role of Executive Assistant is to support these specialized functions by demanding a high degree of accuracy and analytical ability, exercising independent problem-solving, and serving as a key liaison with internal departments and external partners to ensure the integrity and timely processing of all financial transactions.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages Accounts Receivable (A/R) processes, including creating and sending out billing statements, recording journal entries, and processing payments for the District.
2.	Processes and reconciles daily deposits, by printing bank activity, matching deposits, and accurately entering all transactions into the financial system (e.g., Skyward), including monitoring for fraud alerts.
3.	Executes Accounts Payable (A/P) operations, receiving, verifying accuracy, obtaining approvals, and processing vendor invoices in a timely manner, including scanning to financial software.
4.	Reconciles complex vendor invoices, splitting amounts across departments/budget codes, resolving discrepancies, and addressing past-due bills or credit balances.
5.	Processes weekly check runs, verifying payment accuracy and remittance, preparing checks for printing, and initiating check voids and reissues.
6.	Administers purchasing procedures, overseeing site purchasing, meeting with vendor representatives, reviewing quotes for tax exemption, ensuring complete product descriptions, and assigning budget codes for tracking.
7.	Manages purchase orders (P.O.s) activities, including sending P.O.s to vendors, facilitating shipments to sites, and managing annual blanket P.O.s, ensuring alignment with district policies.
8.	Maintains accurate financial records and reconciliations, performing monthly bank statement reconciliations, verifying aging reports, processing monthly credit card invoices, and managing cash receipts.
9.	Ensures financial compliance and reporting, verifying 1099 data, setting up 1099s, applying in-depth UFARS knowledge to daily tasks, and pulling invoices for auditors.

10.	Provides support for staff financial needs, processing refunds and reimbursements, assisting with air travel and state travel agent coordination, and managing pre-approval forms.
11.	Collaborates and communicates extensively with building/department clerical staff, principals, coordinators, and other staff daily to answer questions, resolve problems, and explain financial policies and procedures.
12.	Manages vendor relationships, receiving and responding to inquiries, concerns, complaints, and requests for assistance from vendors in a professional and courteous manner.
13.	Assists with training and professional development, hosting informational sessions for other clericals, and training new office/clerical staff on A/R and A/P procedures.
14.	Attends staff meetings, trainings, seminars, and workshops to enhance job knowledge and skills.
15.	Performs general office and administrative tasks, including establishing and maintaining files, copying, filing, faxing, emails, answering telephones, and assisting with special projects as required.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum six (6) years of progressively responsible experience in finance, accounting, or executive-level administrative support, demonstrating a strong understanding of financial operations., OR a combination of education and experience totaling seven (7) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:	
	<ul style="list-style-type: none"> • Associate's or Bachelor's degree in Business, Accounting, Finance, or a related field is preferred. • Experience in school finance preferred.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:	
	None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK	
	<p>Knowledge</p> <ul style="list-style-type: none"> • In-depth knowledge of district financial policies, accounting standards, and internal controls. • Thorough understanding of federal, state, and local financial regulations and compliance (e.g., UFARS, 1099s, audit guidelines). • Advanced customer service principles and professional etiquette in financial interactions. • Expertise in modern financial office administration and organizational best practices. • Advanced proficiency in enterprise financial software (e.g., Skyward, Frontline) and Microsoft Excel for complex data analysis. • Mastery of complex digital and physical financial record-keeping and audit readiness. • Comprehensive understanding of GAAP, including A/R, A/P, purchasing, and basic payroll principles. • Knowledge of audit preparation processes. <p>Skills</p>

- Exceptional organizational and time management skills for high-volume, deadline-driven financial workloads.
- Superior verbal and written communication skills to articulate complex financial information clearly.
- Absolute discretion and strict confidentiality with sensitive financial data.
- Proficient operation of office equipment essential for financial processing.
- Skill in designing and maintaining robust financial filing and record management systems.
- Adept at interpreting, applying, and ensuring strict adherence to complex financial policies and regulations.
- Strong judgment and analytical skills to resolve complex financial discrepancies and sensitive issues proactively.
- Advanced data analysis and reconciliation skills using spreadsheets for financial validation and reporting.
- Proactive problem-solving skills to anticipate and mitigate operational challenges.

Abilities

- Foster collaborative relationships with staff, vendors, and external partners.
- Work independently with minimal supervision, demonstrating initiative and efficiency under pressure.
- Independently identify, analyze, and resolve complex financial and administrative problems.
- Uphold the highest level of confidentiality and ethical standards.
- Meticulously classify, record, retrieve, and verify large volumes of financial data.
- Leverage advanced financial software features to optimize workflows and generate reports.
- Apply strong mathematical aptitude for complex financial calculations and data validation.
- Contribute to developing and refining financial procedures and internal controls.
- Train and guide other clerical staff on financial procedures and systems.
- Adapt and remain flexible amidst evolving regulations, software, and priorities.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

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SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated: 10/2025

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: ALC/AEO Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: ALC/AEO Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job:</p> <p>Under minimal supervision, the Area Learning Center (ALC)/Academic Excellence Online (AEO) Clerical serves as a vital administrative hub for the Area Learning Center (ALC) and Academic Excellence Online (AEO) programs. This role provides comprehensive administrative and operational support to program leadership and staff, ensuring the efficient and sensitive operation of the school. Managing critical daily operations, this position encompasses a broad range of responsibilities including complex student enrollment and records management, essential health support, technical assistance, and intricate logistical coordination. Acting as a primary liaison for students, families, and external entities, the ALC/AEO Clerical collaboratively develops and refines inter-office operating procedures, navigates a dynamic and often sensitive environment, and handles diverse responsibilities with exceptional organizational skills, advanced systems proficiency, and a proactive approach, all while maintaining strict confidentiality.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Serve as the primary front office contact, providing a welcoming and safe space while handling communications with students, families, and external agencies.
2.	Manage all student enrollments for ALC and AEO programs, including processing changes, summer school, and scheduling.
3.	Maintain comprehensive permanent student records, including highly sensitive special education and medical information.
4.	Perform registrar duties like requesting records, inputting transcripts, and verifying credit accuracy for graduation.
5.	Ensure accurate MDE reporting data coding for various student attributes and program participation.
6.	Actively monitor physical school space access via electronic systems and respond to student crisis situations with appropriate training.
7.	Manage all budget activities and purchasing, including requisitions, invoices, stipends, and check deposits.
8.	Provide essential technology support, including Chromebook checkout, password assistance, and submitting Help Desk tickets.
9.	Coordinate substitute teacher logistics and manage staff leave rosters.
10.	Lead the ALC & AEO Graduation planning, including venue, supplies, advertising, and diploma distribution.
11.	Process all student transcript requests for colleges, scholarships, and employment.
12.	Oversee School Within a School (SWS) enrollments and provide training on procedures to counselors and administrators.

- | | |
|-----|--|
| 13. | Provide basic student health support, including first aid and dispensing medication, as the on-site nurse. |
| 14. | Manage complex reports and data analysis for program tracking and student progress. |
| 15. | |
| 16. | Performs other related duties as necessary to support the overall operations and needs of the programs. |

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SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:

X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum five (5) years of administrative or office clerical experience, preferably in a school environment. OR a combination of education and experience totaling six (6) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

- Experience in a similar complex administrative or registrar role within an alternative education program or high school setting.
- Demonstrated experience in crisis intervention or de-escalation techniques relevant to working with at-risk youth.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Deep knowledge of alternative learning programs, enrollment processes, and structures.
- Comprehensive understanding of student records, including sensitive special education and medical data.
- Expertise in student information systems for data entry, reporting, and record maintenance.
- Thorough understanding of high school graduation, credit evaluation, and post-secondary applications.
- Familiarity with budget activities, requisitions, invoices, and accounting.
- Working knowledge of first aid and emergency protocols for student health and crisis situations.

Skills

- Excellent at managing high-volume tasks, parent inquiries, and deadlines.
- Superior verbal and written skills for empathetic, professional interactions with all.
- Problem-solving and independent resolution skills for student and operational issues.
- Strong attention to detail and accuracy in all data, finances, and records.
- Advanced skills in relevant software, including communication tools.
- Strong interpersonal skills to collaborate and maintain composure in challenging situations

Abilities

- Work autonomously, exercising sound judgment in sensitive student matters and daily operations.
- Manage significant workload effectively in a dynamic, high-stress environment.
- Maintain strict privacy of all student and family information.
- Adapt quickly to new challenges, program changes, and unexpected situations.
- Provide clear, accurate guidance on ALC/AEO programs and resources.

- Calmly and competently respond to medical or behavioral crises without on-site nurse support.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: American Indian Education Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: American Indian Education Coordinator	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job:</p> <p>Under general supervision, the American Indian Education (AIE) Program Clerical provides essential administrative support to American Indian Education program and the Coordinator of Indian Education. This role is fundamental in maintaining student data, facilitating communication with a diverse student population and their families, and offering comprehensive support to multiple parent committees. The AIE Program Assistant contributes to program compliance, assists with financial administration, and supports the coordination of key program events, directly aiding in the program's efficient operation and success.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Maintains accurate student data for the AIE program, including tracking student numbers and program participation.
2.	Provides administrative support to parent committees (such as the American Indian Parent Advisory Committee (AIPAC), Johnson O'Malley (JOM) Committee, and Title VI Committee), which includes scheduling meetings, preparing materials, maintaining records, and processing contact updates and reimbursements.
3.	Attends parent committee meetings when the AIE Coordinator is unavailable, taking detailed notes and representing the program.
4.	Assists with annual compliance and reporting requirements for the American Indian Education program, including JOM and Title VI reports, and submitting necessary documentation to the state (MDE)
5.	Supports the American Indian Education Program Plan, assisting the Coordinator with documentation and related processes (e.g., non-concurrence/concurrence).
6.	Process expense reimbursements for various program activities, including JOM.
7.	Assists with contract administration for program services, including drafting contracts for review.
8.	Supports the coordination and execution of major program events, such as the annual Graduation Banquet, by assisting with logistics, invitations, catering, gift ordering, and decorations.
9.	Creates and updates program-specific documents and forms, ensuring accuracy for various AIE initiatives.
10.	Assists with the management of program funding and its allocation within the AIE department.
11.	Performs general clerical and administrative duties as needed to support the overall efficiency and organization of the department.
12.	Performs other related duties as assigned, contributing to the overall success and operations of the American Indian Education program

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum three (3) years of administrative support or office clerical experience, preferably in an educational or community-focused setting, OR a combination of education and experience totaling (4) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
None required.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:
None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK
<p>Knowledge</p> <ul style="list-style-type: none"> Working knowledge of general office administration, record-keeping, and event coordination. Familiarity with basic financial processes, including expense reimbursements and contract documentation. Familiarity with basic computer applications for document creation and data entry. Knowledge of or willingness to learn about American Indian Education programs, relevant state/federal regulations (e.g., Title VI, JOM), and cultural protocols. Proficiency in Microsoft Office Suite and other relevant software for document creation and data management <p>Skills</p> <ul style="list-style-type: none"> Strong organizational skills to manage multiple tasks, records, and event logistics. Clear and professional verbal and written communication skills for note-taking, correspondence, and committee interactions. Attention to detail and accuracy in data entry, financial processing, and compliance documentation. Ability to solve routine administrative problems. Effective interpersonal skills for engaging with families, committee members, and staff. <p>Abilities</p> <ul style="list-style-type: none"> Work effectively under general supervision, following instructions and procedures. Prioritize tasks and manage time effectively. Maintain strict confidentiality of sensitive student and program information. Communicate clearly and respectfully with diverse stakeholders, including families and community members. Adapt quickly to new administrative procedures and system functionalities. Collaborate effectively with the AIE Coordinator and other departmental staff. Demonstrate cultural sensitivity in all interactions related to the American Indian Education program.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities				
Employee is required to:	Never	1-33%	34-66%	66-100% Continuously

		Occasionally	Frequently	
Stand		√	√	
Walk			√	31
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		
General Environmental Conditions:				
Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.				
General Physical Conditions:				
Work can be generally characterized as:				
Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.				

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources **Date**

Job Classification History:
 Prepared by TS 5/2025
 Board Approval:
 Reviewed/updated:
 Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: Career Center Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: High School Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job:</p> <p>Under general supervision, the Career Center Clerical provides essential administrative and program support within the high school Career Center. This role is central to assisting students with post-secondary planning, managing career-related resources, coordinating a wide array of events and visits, and facilitating communication between students, colleges, military branches, and community organizations. The incumbent plays a proactive role in supporting student success in college, career, and military readiness, while also providing crucial administrative assistance to the Counseling Department and maintaining comprehensive resource material</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Assists students with post-secondary applications, including transcripts.
2.	Provides career guidance and presentations: tours, project support, and senior year readiness.
3.	Conducts student outreach and follow-up: surveys, post-high school planning, job shadowing, and job searches.
4.	Administers the scholarship program: weekly updates, advertising (announcements, flyers, social media), and counselor coordination.
5.	Develops and publishes a monthly Career Center Newsletter, including talks, events, scholarships, and employment.
6.	Coordinates PAWS Day events: schedules career talks, college visits, and military visits.
7.	Plans and organizes comprehensive on-site career fairs and events (e.g., Military, Trades, College, Job Fairs, Decision Day).
8.	Arranges and facilitates on-site visits and presentations by colleges, military branches, and community professionals.
9.	Organizes and assists with field trips: bus orders, permission slips, announcements, sign-ups, and chaperoning.
10.	Assists in coordination with College Knowledge Month events: scholarship help, application assistance, FAFSA, and ACT study material advertisement.
11.	
12.	Attends regular planning meetings with Career Center staff and counselors.
13.	Provides general administrative support to the Counseling Department.
14.	

- | | |
|-----|--|
| 15. | Coordinates and manages external professional outreach for career talks and job shadowing opportunities. |
| 16. | Performs other duties as assigned to support program and department operations. |

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:

X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum two (2) years of administrative or clerical experience , preferably in a school, counseling, or career services environment. OR a combination of education and experience totaling (3) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

- Associate's degree in Office Administration, Human Services, or a related field.
- Experience working directly with high school students and families.
- Familiarity with college application processes, financial aid (FAFSA), and scholarship resources.
- Experience with event planning and community outreach.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Working knowledge of high school operations, administrative support, and record-keeping practices.
- Understanding of post-secondary planning resources (college, military, trades, careers, scholarships).
- Familiarity with social media platforms for advertising and communication.
- Basic knowledge of event planning and coordination principles.

Skills

- Exceptional organizational and project management skills to plan and execute numerous events.
- Strong verbal and written communication skills for presentations, newsletters, and outreach.
- Meticulous attention to detail and accuracy in managing student records, scholarship data, and event logistics.
- Proficiency in online platforms for communication and data management.
- Problem-solving skills to independently address student inquiries and logistical challenges.
- Effective interpersonal skills for building rapport with students, parents, staff, and community partners.

Abilities

- Work independently and collaboratively in a dynamic, student-centered environment.
- Prioritize multiple tasks and manage time effectively to meet deadlines.
- Maintain strict confidentiality of sensitive student information.
- Guide and assist students with complex application processes and post-secondary research.
- Adapt quickly to changing program needs and priorities.
- Present information clearly and engagingly to groups of students and adults.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously 34
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: Community Education Clerical	Department: Human Resources
Immediate Supervisor's Position Title: Community Education Director	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job: Under limited supervision, the Community Education Clerical provides essential administrative support requiring a high degree of awareness, tact, creativity, and initiative. This role is responsible for complex staff support activities, often involving directing or completing projects and resolving complex problems and work issues. This designation requires extensive knowledge of the department's operations, with work activities frequently having district-wide impact and implications for Community Education programs and services.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Performs comprehensive administrative and staff support duties, including preparing correspondence, letters, reports, forms, requisitions, and related materials.
2.	Serves as a primary liaison with other district units and external entities, screening calls and mail to independently resolve complaints, problems, conflicts, or questions within established guidelines, and arranging for meetings, conferences, and notices. Responds to public inquiries regarding Community Education programs and services.
3.	Manages budget and financial activities for the department, including monitoring and tracking expenditures, preparing and processing requisitions, processing invoices for payment, submitting reimbursement forms, and handling stipends.
4.	Executes various special projects, which involves researching, compiling, and analyzing data from diverse sources to prepare and summarize information for specialized reports (e.g., NCEA Report, Annual Contract Reports for Drivers Ed/KeyZone).
5.	Administers and interprets rules, regulations, policies, and procedures to staff, students, and the general public, ensuring compliance and providing necessary guidance.
6.	Provides specialized program support, monitoring and maintaining documentation related to program operations (e.g., ECFE, Safe Routes to School), processing program eligibility applications, and participating in the preparation of program-specific reports and forms.
7.	Coordinates and manages departmental communications and outreach efforts, including updating the district webpage for Community Education, managing social media accounts, assisting in the production of the thrice-yearly Community Education catalog, and preparing content for the Teaching, Learning, and Equity (TLE) newsletter.

8.	Facilitates and supports internal and external meetings, attending as needed to provide agenda and minutes support, setting up Advisory Council meetings, and preparing departmental updates for TLE meetings.
9.	Manages office logistics and resources, including serving as a KeyZone liaison for district communications, ordering supplies, and assisting with the packing and mailing of business cards.
10.	Performs other related work as assigned, contributing to the overall efficiency and effectiveness of the Community Education Department.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:

X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum three (3) years of progressively responsible experience in advanced staff support, or a closely related business support role is preferred, OR a combination of education and experience totaling (4) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

- Minimum two (2) year college degree preferred. Related coursework preferred.
- Experience in coordinating projects, logistics, and training events.
- Experience in school district setting preferred.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

- Knowledge
- District policies, regulations, procedures, and processes.
 - Applicable state and federal rules, regulations, policies, and procedures.
 - Customer service principles and practices.
 - District budgeting and contract pay processing.
 - Modern office methods, practices, and procedures.
 - Bookkeeping and basic accounting principles.
 - Advanced to expert level personal computer operations and software applications.
- Skills
- Planning, organizing, and setting work priorities, and working independently with no immediate supervision.
 - Meeting predetermined deadlines and utilizing flexibility with work and priority shifts.
 - Gaining cooperation and conformance from others without authority.
 - Interpreting, explaining, and applying written and oral instructions, procedures, and regulations.
 - Communication skills, both oral and in writing.
 - Determining priorities in the handling of unique and/or complex problems.
 - Promoting public relations and dealing tactfully and diplomatically with staff, students, and the general public.
 - Maintaining confidentiality with sensitive information, issues, and situations.

- Work independently with no immediate supervision on a broad range of duties.
- Resolve complex problems and work issues, exercising tact and initiative.
- Direct or obtain assistance from other support staff as needed.
- Apply extensive knowledge of office/school operations to tasks with district-wide impact.
- Interpret, explain, and apply complex written and oral instructions, procedures, and regulations.
- Maintain confidentiality with sensitive information.
- Plan, organize, and prioritize work effectively to meet deadlines.
- Communicate clearly and effectively, both orally and in writing, with diverse stakeholders.
- Develop and maintain effective working relationships.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

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Board Approval:

Reviewed/updated:

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: Duluth Adult Education Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: Duluth Adult Education Coordinator	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job:</p> <p>Under direct supervision, the Duluth Adult Education (DAE) Clerical provides administrative and office support to the Duluth Adult Education program. This position primarily assists DAE staff and adult learners with routine tasks. The position contributes to the smooth operation of the DAE center by handling basic clerical duties, maintaining organization, and upholding confidentiality.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Greet and assist adult learners and visitors at the DAE front desk.
2.	Answer incoming phone calls, take messages, and direct inquiries to appropriate staff.
3.	Provide basic program information, such as class schedules and general directions, to learners.
4.	Assist with the distribution and collection of student enrollment and program forms.
5.	Handle general office tasks, including precise filing, copying, and scanning of documents.
6.	Process incoming and outgoing mail, sorting and distributing as needed.
7.	Maintain organized common areas and assist with office supply inventory and stocking.
8.	Prepare classroom materials, such as making copies and assembling instructional packets.
9.	Ensure the strict confidentiality of all adult learner and program information.
10.	Provide general administrative support to ABE instructors and staff as directed.
11.	Prepares financial reports for Coordinator.
12.	Monitors, tracks, communicates with and enrolls new students through registration process. Assists in preparations for official GED testing following State of Minnesota guidelines.
13.	Performs bookkeeping functions including but not limited to tracking budget activities, preparing requisitions, creating purchase orders, and verifying timesheets.
14.	Updates marketing materials and calendars including online and print.
15.	Coordinates and manages volunteer inquiries and training.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following: 40

X	High school diploma or GED.
	Degree Required:
	Required Work Experience in Addition to Formal Education/Training:
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

None required.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Basic office methods and procedures.
- Fundamental computer operations and common software applications.
- Basic customer service principles.

Skills

- Organizing assigned tasks and following simple work priorities.
- Communicating clearly and courteously, both verbally and in writing.
- Accurate data entry and basic record keeping.
- Operating standard office equipment (e.g., copier, printer).
- Identifying routine problems and seeking guidance when needed.

Abilities

- Follow detailed instructions accurately and consistently.
- Maintain strict confidentiality of all adult learner and program information.
- Learn new procedures and systems quickly.
- Remain patient and helpful when interacting with diverse adult learners and staff.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

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

Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		41
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: Early Childhood Programs Clerical	Department: Early Childhood
Immediate Supervisor's Position Title: Early Childhood/Head Start Coordinator	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job: Under limited supervision, the Early Childhood Programs Clerical provides comprehensive administrative and office support crucial for the effective operation of assigned programs. While in this role, the Early Childhood Program Clerical requires substantial judgment and analytical ability to manage a wide range of work activities, often involving complex data entry, record-keeping, and coordination. The incumbent operates with a significant degree of discretion, serving as a key information contact and ensuring smooth administrative processes that directly support students, families, and staff.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Performs a wide variety of administrative and staff support activities, including typing correspondence, reports, forms, requisitions, and other materials. This involves efficient copying, faxing, distributing, filing, and coding information, as well as complex data entry into various records and systems.
2.	
3.	
4.	Manages payroll-related data processing, including verifying time records, reconciling attendance discrepancies, and handling leave-without-pay documentation.
5.	Manages student data and records, including processing enrollments and applications, maintaining accurate attendance, updating program-specific spreadsheets, and coordinating related student information such as transportation.
6.	Administers student health and compliance records, verifying immunization records from state database and ensuring proper entry into District systems.
7.	Supports staff credentialing and training compliance, including tracking teaching licenses, CPR/First Aid certifications, and other trainings for teachers and paras, and ensuring these are entered into needed systems.
8.	
9.	
10.	Facilitates communication and outreach efforts, including preparing and assembling home visitor packets for teachers, managing mass mailings, and assisting with online registration.
11.	Performs administrative tasks, such as tracking volunteer hours, background checks and processing staff changes for Minnesota and National Head Start Association.

12.			
13.	Performs other related work as assigned, contributing to the overall efficiency and effectiveness of Early Childhood Programs.		43

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum two (2) years of experience in broad staff support, or a closely related business support role is preferred, OR a combination of education and experience totaling (3) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:	
None required.	

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:	
None required.	

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK	
<p>Knowledge</p> <ul style="list-style-type: none"> • District policies, regulations, procedures, and processes. • Applicable state and federal rules, regulations, policies, and procedures relevant to early childhood programs and financial operations. • Customer service principles and practices. • Modern office methods, practices, and procedures. • Advanced personal computer operations and various software applications (including student information systems like Skyward, Frontline, Child+, I/C). • Complex record keeping and filing methods and practices. • Bookkeeping and payroll principles, practices, and procedures. <p>Skills</p> <ul style="list-style-type: none"> • Organizing and prioritizing a wide range of work activities effectively. • Communicating clearly and concisely, both orally and in writing. • Maintaining strict confidentiality with sensitive information, issues, and situations. • Operating various office equipment efficiently. • Implementing and maintaining complex office files and records. • Applying and administering various district operating policies and procedures. • Utilizing effective judgment and protocol in handling sensitive situations and conflicts within established policies and procedures. • Performing data entry and verification with high accuracy. • Identifying and resolving routine administrative and operational issues. <p>Abilities</p>	

- Work independently with limited work instructions and a significant degree of discretion.
- Exercise substantial judgment and analytical ability in complex work activities.
- Obtain assistance from other support staff to accomplish work projects.
- Serve as a reliable liaison and information contact for diverse stakeholders.
- Manage a wide range of administrative and program-specific tasks simultaneously.
- Adapt to changing priorities and deadlines in a dynamic environment.
- Proactively identify and address potential issues before they escalate.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: Early Childhood Screening Clerical	Department: Early Childhood
Immediate Supervisor's Position Title: Supervisor of Special Services	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job: Under general supervision, the Early Childhood Screening Clerical is responsible for the efficient scheduling, coordination, and data management of the district's Early Childhood Screening program. This role is crucial in ensuring that young children receive timely screenings, involves extensive communication with families both within and outside the district, precise data entry into the student information system, and meticulous record-keeping to support kindergarten readiness and compliance.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages and maintains the Early Childhood Screening schedule, including scheduling new appointments, rescheduling cancellations, and coordinating screenings for external partners (e.g., Hartley Nature Center Preschool/Daycare).
2.	Coordinates and schedules out-of-district screenings for students residing in surrounding areas (e.g., Two Harbors, Esko, Cloquet).
3.	Enters and maintains accurate student data related to early childhood screenings into the district's student information system (e.g., Infinite Campus).
4.	Processes and utilizes online registration data for early childhood screenings, minimizing manual paperwork.
5.	Maintains detailed spreadsheets to track students by their kindergarten enrollment year, coordinating data matching with relevant district personnel.
6.	Conducts follow-up communication and coordination with schools for children who have not completed their screening prior to kindergarten enrollment deadlines (e.g., before September).
7.	Serves as a primary point of contact for families regarding screening appointments and general inquiries.
8.	Performs other related duties as assigned, contributing to the overall effectiveness and efficiency of the Early Childhood Screening program.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.

	Degree Required:	
X	Required Work Experience in Addition to Formal Education/Training: Minimum two (2) years of experience in broad staff support, or a closely related business support role is preferred, OR a combination of education and experience totaling (3) years.	47
	Required Supervisory Experience:	

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
None required.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:
None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK
<p>Knowledge</p> <ul style="list-style-type: none"> Working knowledge of administrative and office procedures. Familiarity with data entry best practices and maintaining data integrity. Understanding of scheduling logistics and calendar management. Basic knowledge of student information systems functionality (e.g., Infinite Campus). <p>Skills</p> <ul style="list-style-type: none"> Exceptional organizational and time management skills for managing complex schedules. Strong attention to detail and accuracy in data entry and record-keeping. Effective verbal and written communication skills for interacting with families, school staff, and external partners. Proficiency in spreadsheet software (Excel) for tracking and analysis. Problem-solving skills to resolve scheduling conflicts and data discrepancies. <p>Abilities</p> <ul style="list-style-type: none"> Work independently with minimal supervision, managing a high volume of scheduling requests. Prioritize tasks effectively to meet deadlines and program needs. Communicate sensitively and clearly with parents and guardians. Learn and adapt quickly to new software systems and district procedures. Maintain confidentiality of sensitive student and family information. Collaborate effectively with other district departments and external organizations.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities				
Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		

Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			48
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: Elementary School Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: Elementary Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job:</p> <p>Under minimal supervision, the Elementary School Clerical plays a pivotal and central role in the daily operations and smooth functioning of the elementary school office. This position serves as the primary point of contact for students, parents, and visitors, acting as the welcoming "face of the school." The Lead Clerical is responsible for managing a wide range of administrative, communication, and logistical tasks, often working autonomously and exercising independent judgment. This role requires exceptional organizational skills, a proactive approach, strong communication abilities, and the capacity to manage multiple priorities in a dynamic and fast-paced environment, frequently as the sole office staff member.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manage the main office operations, providing a welcoming first point of contact for students, parents, and visitors throughout the day.
2.	Oversee school security, actively monitoring security cameras and managing building access and behavior supports, including daily lock-down procedures and maintaining emergency plans.
3.	Process student arrivals, accurately checking in tardy students and verify IDs for alternate student pick-ups.
4.	Handle all incoming communications, efficiently answering and directing phone calls, and serving as the central hub for staff requests.
5.	Maintain comprehensive calendar management for the Principal and all shared school spaces, such as conference rooms.
6.	Manage student attendance records, including daily sick calls and processing all necessary student record requests and transfers.
7.	Coordinate substitute teacher logistics, preparing substitute materials and assisting with sub onboarding.
8.	Oversee all school purchasing, from ordering general office and copier supplies to fulfilling specific material requests for teachers.
9.	Produce and disseminate the weekly school newsletter, gathering content, assembling the layout, and coordinating feedback with key stakeholders.
10.	Provide essential technology support, setting up staff phones, maintaining copy machines/printers and managing access badges for personnel.
11.	Facilitate major school events and field trips, handling all arrangements, necessary paperwork, and managing associated funds.
12.	Prepare and distribute report cards.

- | | |
|-----|--|
| 13. | Assists in implementing the school discipline plan by providing supervision of student who are detained in the office area, provide other direct support and assist with basic first aid duties as needed. |
| 14. | Provides administrative and operational assistance to administrators and district staff, adapting to changing needs. |

50.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum five (5) years of administrative or office clerical experience, preferably in a school environment. OR a combination of education and experience totaling six (6) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:	
	<ul style="list-style-type: none"> • Experience in an elementary school setting. • Experience managing calendars for multiple individuals or spaces. • Experience handling school funds or budgets. • Prior experience coordinating school-wide events or programs.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:	
	None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK	
<p>Knowledge</p> <ul style="list-style-type: none"> • Comprehensive understanding of elementary school daily operations and student management. • Familiarity with school safety protocols, including security camera monitoring and crisis response and student health/safety protocols. • Knowledge of student record-keeping procedures and confidentiality guidelines. • Basic understanding of purchasing, inventory, and budget reconciliation. <p>Skills</p> <ul style="list-style-type: none"> • Excellent at managing high-volume tasks, frequent interruptions, and deadlines for young children's needs. • Superior verbal and written skills for patient, welcoming interactions with children, staff, and parents. • Calmly resolves immediate student needs (e.g., illness), addresses parent concerns, and adapts. • Meticulous accuracy in all data, records, especially student health, emergency, and attendance. • Advanced skills in relevant software, including parent communication platforms. • Collaborates effectively with staff, children, and parents; shows warmth and empathy. <p>Abilities</p> <ul style="list-style-type: none"> • Works autonomously, uses sound judgment for immediate student and parent needs. • Manages tasks effectively in a bustling, unpredictable environment with many interactions. • Maintains strict privacy of sensitive information, particularly health and family matters. • Adjusts quickly to new challenges, especially regarding student well-being and school safety. • Provides clear, helpful support; serves as a welcoming first contact for families. 	

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously 51
Stand		√		
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: Elementary School Attendance Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: Elementary Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job:</p> <p>Under direct supervision, the Elementary School Attendance Clerical provides essential administrative support, primarily assisting with the daily tracking and recording of student attendance. This position performs routine clerical duties, helps facilitate communication with families regarding absences, and supports the front office by following established procedures. The clerical assists in informing students and the public about basic attendance rules and contributes to the efficient operation of the school office by performing assigned tasks.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manage daily student attendance tracking and records, including processing tardy check-ins and recording absences.
2.	Helps prepare and distribute attendance-related communications, records information into files, and makes routine attendance calls to parents/guardians.
3.	Serve as a building liaison, screening calls and mail, specifically handling attendance calls or questions, and attempting to independently resolve or address problems within established guidelines.
4.	Serves as a point of contact for routine attendance questions, directs calls and inquiries to appropriate staff, and relays information within established guidelines.
5.	Assists in communicating basic attendance rules, regulations, and procedures to students, staff, and the general public.
6.	Performs related clerical work as assigned to support overall school office efficiency.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
	Required Work Experience in Addition to Formal Education/Training:
253	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

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None required.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- District policies, regulations, procedures, and processes.
- Customer service principles and practices.
- Modern office methods, practices, and procedures.
- Personal computer operations and software applications.

Skills

- Organizing assigned tasks and following work priorities.
- Meeting deadlines and adapting to shifting priorities.
- Cooperating effectively with others.
- Interpreting and applying basic written and oral instructions.
- Communicating clearly, both verbally and in writing.
- Identifying routine problems and seeking guidance for complex issues.
- Interacting tactfully and respectfully with staff, students, and the public.
- Maintaining confidentiality of sensitive information.

Abilities

- Follow detailed instructions accurately.
- Maintain strict confidentiality of all student and sensitive information.
- Learn new procedures, software applications, and systems quickly.
- Remain calm, patient, and courteous in busy or occasionally stressful situations.
- Organize and maintain accurate physical and digital records.
- Prioritize assigned tasks effectively to meet daily deadlines.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		

Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		54
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: Enrollment and Student Data Specialist	Department: Business Services
Immediate Supervisor's Position Title: Executive Director of Business Services	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job:</p> <p>Under administrative direction, the Enrollment & Student Data Specialist plays a pivotal and highly specialized role, serving as the primary lead for district-wide student enrollment processes. This position is responsible for overseeing comprehensive student registration, managing complex open enrollment and transfer requests, and ensuring the meticulous accuracy and integrity of student data within the district's information systems. The Specialist ensures strict compliance with local, state, and federal regulations, serves as a key communication liaison with families and staff, and provides essential data management and system support to maintain reliable and equitable student placement.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Oversees student registration and enrollment, processing new and returning students, and ensuring collection and verification of required documentation (e.g., birth certificates, immunizations).
2.	Serves as the primary point of contact for families, providing comprehensive information on enrollment processes, school programs, and district policies, while fostering equitable access.
3.	Manages student data within the district's Student Information System (SIS), ensuring accurate entry, ongoing updates, and integrity of all student records, including transportation information.
4.	Facilitates appropriate student placement in schools or programs, considering factors such as grade level, special needs, language proficiency, and attendance boundaries.
5.	Processes and manages all student transfers between district schools and handles open enrollment requests in coordination with relevant administration.
6.	Ensures strict compliance with local, state, and federal regulations for enrollment procedures and student data, including interpreting and implementing legal documentation.
7.	Supports critical compliance reporting, preparing CRDC Reports, assisting the MARSS Coordinator with data extraction and error correction, and preparing for audits related to student data.
8.	Collaborate with FIT Coordinators to ensure timely determination of McKinney Vento.
9.	Develops and delivers comprehensive training programs for district clerical staff on enrollment procedures, SIS data entry, and compliance reporting.
10.	Creates and updates training documentation and resources, conducting regular sessions for new policies and system updates to ensure staff understanding.
11.	Participates in enrollment events (e.g., fairs, information sessions) to support and recruit new and returning families.

12.	Coordinates closely with school administrators, counselors, and clerical staff to ensure smooth student transitions and timely resolution of enrollment issues.
13.	Provides advanced problem solving and clerical support, utilizing advanced software skills to prepare complex correspondence, reports, tables, forms, and statistical information, and assisting with project coordination and issue resolution.
14.	Manages communications with parents and staff regarding transportation issues, addressing and resolving concerns.
15.	Provides as-needed support to the Transportation Department, assisting with centralized student transportation requests, managing large-scale annual transportation updates, and providing temporary coverage during staff shortages.
16.	Supports critical data compliance and reporting by assisting with data collection and verification for federal, state, and local reports, including the CRDC and MARSS, and by managing census information.
17.	Performs other related duties as assigned, contributing to the overall efficiency of district enrollment and student data management.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum six (6) years of progressively responsible administrative support experience in a complex, data-intensive environment, preferably within a K-12 school district or large organization., OR a combination of education and experience totaling seven (7) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:	
	<ul style="list-style-type: none"> • Associate's or Bachelor's degree in Business Administration, Data Management, Education, or a related field. • Direct experience with student enrollment management, state reporting (e.g., MARSS, CRDC), or student information system (SIS) administration in a K-12 school district.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:	
	None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK	
	<p>Knowledge</p> <ul style="list-style-type: none"> • Extensive knowledge of district policies, regulations, procedures, and processes. • Comprehensive understanding of applicable state and federal rules, regulations, and policies related to student data and reporting (e.g., MARSS, CRDC). • In-depth knowledge of district organizational structure, departmental functions, and student data needs. • Expert knowledge of student information systems (SIS), particularly Infinite Campus and other specialized/custom applications relevant to the district. • Expertise in the administration and use of Infinite Campus.

- Strong understanding of customer service principles and practices.
- Knowledge of district budgeting and payroll systems.
- Advanced to expert level personal computer operations and software applications.

Skills

- Superior planning, organizing, and work prioritization skills, with the ability to work independently.
- Exceptional ability to meet predetermined deadlines while demonstrating flexibility with workload and priority shifts.
- Strong communication skills, both orally and in writing, for diverse audiences.
- Expertise in interpreting, explaining, and applying written and oral instructions, procedures, and regulations.
- Advanced problem-solving skills for unique and/or complex issues.
- Excellent public relations skills, dealing tactfully and diplomatically with staff, students, and the public.
- Ability to gain cooperation and conformance without direct authority.
- Proven ability to maintain confidentiality with highly sensitive information, issues, and situations.

Abilities

- Work independently under administrative direction, exercising a high degree of initiative and judgment.
- Lead and direct the work of other support staff where applicable.
- Manage highly sensitive confidential information with discretion and integrity.
- Analyze complex data from various sources to identify errors and propose solutions.
- Deliver clear, effective, and engaging training programs to diverse staff audiences.
- Adapt quickly to changes in regulations, systems, and district needs.
- Collaborate effectively with multiple departments and stakeholders to achieve district goals.
- Resolve complex work problems and processes with creativity and tactical awareness.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

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SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval: 06/17/2025

Reviewed/updated:

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: Facilities Clerical	Department: Facilities
Immediate Supervisor's Position Title: Facilities Manager	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job: Under general supervision, the Facilities Clerical provides essential administrative and clerical support to the district's Facilities and Custodial/Engineering teams. This role is crucial for maintaining efficient operations, managing communication, and ensuring vital supplies and services are procured and tracked. The Facilities Clerical handles a diverse range of tasks from daily administrative support and data management to coordinating health and safety initiatives and assisting with vendor relationships, directly contributing to the well-being and functionality of district facilities.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Provides primary administrative support to facilities and operations staff, including answering phones, managing correspondence, and responding to emails.
2.	Manages daily and weekly data entry and communication within the attendance system for custodial staff, ensuring accurate record-keeping and facilitating communication with engineers.
3.	Coordinates the district's Health and Safety Emergency kits, including ordering products, managing inventory, and ensuring timely distribution to designated locations in both fall and spring.
4.	Assists with staff accident and incident reporting on a monthly basis, entering data and supporting the documentation process.
5.	Handles administrative workstation issues, assisting with badge or clearance problems for facilities staff.
6.	Manages and updates spreadsheets for various facilities-related data, including granting system access when direct supervisors are unavailable.
7.	Tracks and monitors District utility usage, helping to manage and report on district-wide consumption.
8.	Processes and uploads utility invoices, ensuring each invoice is accurately attached to its corresponding work order.
9.	Assists with the preparation and management of annual purchase orders for facilities, supporting the procurement process.
10.	Manages fiscal year documentation, including organizing and removing records as required.
11.	Utilizes DocuSign for various departmental processes and assists with bidding documentation.
12.	Manages online supply orders for buildings, reviewing requests and coordinating approvals or denials after consulting with relevant staff.
13.	Acts as a primary contact for key facilities contractors, overseeing contracts and scheduling services.

14.	Coordinates the ordering and distribution of products for specific facility needs.	
15.	Participates in interview committees for facilities positions as needed.	
16.	Performs other related duties as assigned, contributing to the efficient operation of the Facilities department and district-wide support initiatives.	60

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum two (2) years of administrative support, clerical, or office management experience, preferably in a facilities, operations, or school district environment., OR a combination of education and experience totaling (3) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
None required.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:
None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK
<p>Knowledge</p> <ul style="list-style-type: none"> Principles and practices of office administration, record-keeping, and communication. Basic understanding of purchasing, inventory management, and vendor relations. Familiarity with safety protocols and emergency preparedness. Data entry procedures and information management systems. General knowledge of utility tracking and invoice processing. General knowledge of district operations and departmental functions. <p>Skills</p> <ul style="list-style-type: none"> Strong organizational and time management skills to handle multiple tasks and priorities effectively. Excellent verbal and written communication skills for clear and professional interactions. Proficiency in Microsoft Office Suite, particularly Excel for tracking and reporting. Accurate data entry and attention to detail for maintaining precise records and financial documentation. Problem-solving skills to independently address administrative issues and inquiries. Interpersonal skills to build positive relationships with internal staff and external vendors. <p>Abilities</p> <ul style="list-style-type: none"> Work independently with general supervision and manage a diverse workload. Prioritize tasks effectively to meet deadlines in a dynamic environment. Communicate clearly and professionally with a wide range of stakeholders. Quickly learn and adapt to new software and systems <p>261 Maintain meticulous records and ensure data integrity.</p>

- Adapt to changing needs and unexpected requests within a facilities environment.
- Collaborate effectively with engineers, custodians, and other district staff.
- Learn and competently operate new technology systems relevant to the role.
- Provide clear and helpful information to a diverse range of stakeholders.
- Demonstrate initiative in identifying and addressing administrative needs.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: High School Attendance Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: High School Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job:</p> <p>Under general supervision, the High School Attendance Clerical provides essential administrative support primarily focused on managing student attendance at the high school. This role involves meticulous record-keeping, high-volume communication with families, and coordination with teachers and students to ensure accurate attendance data. The Attendance Clerical also contributes to the smooth daily operations of the main office by providing general administrative assistance and serving as a front-line point of contact for students, staff, and visitors.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages daily student attendance records, including listening to/reading voicemails, emails, texts, and electronic forms (such as ParentSquare) to record all excused absences.
2.	Manages student late arrivals and early dismissals: This involves signing students in/out, verifying reasons, and updating records.
3.	Tracks and follows up on unexcused absences/truancy, collaborating with administration or truancy officers as directed.
4.	Processes and distributes attendance notifications, generating, printing, stuffing, and mailing or electronically sending 3-day and 7-day absence letters to families weekly.
5.	Coordinates with teachers and substitutes by preparing and managing attendance rosters for absent teachers.
6.	Communicates regularly with parents/guardians, teachers, and students regarding attendance issues, excused absences, and make-up work coordination with counselors.
7.	Assists with student transportation arrangements, particularly at the beginning of the school year and periodically throughout.
8.	Manages student locker assignments, especially at the start of the school year and as needed.
9.	Provides general main office support: greets and directs visitors, answers phone inquiries, processes general incoming/outgoing mail, and issues visitor passes and student passes.
10.	Assists the Senior Administrative Clerical with various general administrative tasks as needed, including minor student record changes and basic office supply support.
11.	Corrects student attendance records for activities or field trips.
12.	Participates in weekly Attendance Team meetings.
13 ₂₆₄	Performs other duties as requested, contributing to overall office efficiency.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum two (2) years of administrative or office clerical experience , preferably in a high-volume environment. OR a combination of education and experience totaling (3) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
None required.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:
None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK
<p>Knowledge</p> <ul style="list-style-type: none"> Working knowledge of office administration procedures and record-keeping. Understanding of attendance policies and school operational procedures. Familiarity with student information systems for data entry. Customer service principles for interacting with students, parents, and staff. <p>Skills</p> <ul style="list-style-type: none"> Exceptional organizational skills for managing high volumes of attendance information. Strong verbal and written communication skills for clear and empathetic interactions. Meticulous attention to detail and accuracy in data entry and record maintenance. Proficiency in using communication tools (voicemail, email, text, and other electronic systems like ParentSquare). Ability to manage multiple tasks and prioritize effectively. <p>Abilities</p> <ul style="list-style-type: none"> Work independently under general supervision. Handle high call and message volumes efficiently. Maintain strict confidentiality of student information. Communicate sensitively and clearly with diverse individuals. Adapt quickly to daily changes in attendance needs. Collaborate effectively with school staff and teams.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities				
Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle,				√

	feel)				
	Reach with hands and arms			√	
	Climb or balance	√			65
	Stoop/kneel/crouch or crawl		√		
	Talk and hear				√
	Taste and smell	√			
Lift & Carry:	Up to 10 lbs.			√	
	Up to 25 lbs.		√		
	Up to 50 lbs.	√			
	Up to 100 lbs.	√			
	More than 100 lbs.	√			
Vision Requirements:		Yes	No		
	No special vision requirements	√			
	Close Vision (20 in. of less)		√		
	Distance Vision (20 ft. of more)		√		
	Color Vision		√		
	Depth Perception		√		
	Peripheral Vision		√		
General Environmental Conditions:					
Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.					
General Physical Conditions:					
Work can be generally characterized as:					
Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.					

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:
N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.	
_____	_____
Signature – Human Resources	Date
Job Classification History:	
Prepared by TS 5/2025	
Board Approval:	
Reviewed/updated:	
Reviewed/updated:	

POSITION DESCRIPTION
High School Clerical

SECTION I: GENERAL INFORMATION

Position Title: High School Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: High School Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job:</p> <p>Under general supervision, the High School Clerical serves as a vital administrative hub within the high school's main office, providing administrative support to the Principal and staff to ensure the efficient operation of the school. This role manages critical daily operations, including the coordination of substitute teachers, management of student records, assistance with major school events, and administrative aid to leadership, certified, and non-certified staff. Acting as a liaison for students, parents, and the community, this position also collaboratively develops inter-office operating procedures, navigates a dynamic environment, handles diverse responsibilities with exceptional organizational skills, systems proficiency, and a proactive approach, all while maintaining strict confidentiality.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Coordinates daily substitute teacher coverage, managing Frontline, preparing sub sheets/rosters, and assisting with sub onboarding.
2.	Manages main office operations and communications, including screening calls, processing mail/forms/faxes, and serving as a central contact.
3.	Provides staff administrative support, initial timesheet approval, manage time clock access, time-off requests, and managing access badges.
4.	Oversees student identity and record management, coordinating Picture Day, ordering student ID cards when requested, managing photo uploads, and ordering diploma and certificates of attendance.
5.	Assists with major school events, handling administrative aspects of Graduation (diplomas, programs, tickets) and Honors Night.
6.	Manages staff onboarding and offboarding, setting up extensions, providing system access guidance, and ensuring checklist completion.
7.	Prepare and distribute report cards.
8.	Provides daily attendance support, taking calls, issuing passes, and marking absences in the student information system.
9.	Generates specialized reports using the student information system for staff as needed.
10.	Facilitates office supply inventory and ordering, maintains building supplies for copy machines/printers, and directing Student Cadets for deliveries.
11.	Leads key summer administrative tasks, including creating class sections, updating summer mailers, and preparing teacher sub folders.

12.	Coordinates schedule adjustments at the start of each school year, working with counselors to modify and distribute student schedules.
13.	Provides administrative and operational assistance to administrators and district staff, adapting to changing needs.
14.	Manages student records and requests: including previous student transcripts and replacement diploma information.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum three (3) years of administrative support or office clerical experience, preferably in an educational or community-focused setting, OR a combination of education and experience totaling (4) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:	
None required.	

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:	
None required.	

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK	
<p>Knowledge</p> <ul style="list-style-type: none"> Working knowledge of general office administration, record-keeping, and event coordination. Familiarity with basic financial processes, including expense reimbursements and contract documentation. Familiarity with basic computer applications for document creation and data entry. Knowledge of or willingness to learn about American Indian Education programs, relevant state/federal regulations (e.g., Title VI, JOM), and cultural protocols. Proficiency in Microsoft Office Suite and other relevant software for document creation and data management <p>Skills</p> <ul style="list-style-type: none"> Strong organizational skills to manage multiple tasks, records, and event logistics. Clear and professional verbal and written communication skills for note-taking, correspondence, and committee interactions. Attention to detail and accuracy in data entry, financial processing, and compliance documentation. Ability to solve routine administrative problems. Effective interpersonal skills for engaging with families, committee members, and staff. <p>Abilities</p> <ul style="list-style-type: none"> Work effectively under general supervision, following instructions and procedures. Prioritize tasks and manage time effectively. Maintain strict confidentiality of sensitive student and program information. 	

- Communicate clearly and respectfully with diverse stakeholders, including families and community members.
- Adapt quickly to new administrative procedures and system functionalities.
- Collaborate effectively with the AIE Coordinator and other departmental staff.
- Demonstrate cultural sensitivity in all interactions related to the American Indian Education program.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

POSITION DESCRIPTION
High School Registrar

SECTION I: GENERAL INFORMATION

Position Title: High School Registrar	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: High School Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job:</p> <p>Operating under minimal supervision, the High School Registrar serves as the confidential secretary to the counseling department, providing comprehensive administrative support to school counselors and site administration. This pivotal role involves meticulous management of highly sensitive student records and data, including processing complex enrollment and post-secondary application requirements. The Registrar acts as a primary liaison for students, families, and external entities, ensuring strict confidentiality, accuracy, and a welcoming environment while performing diverse clerical and data processing duties vital to the department's efficient operation.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Serve as confidential clerical to the counseling department, managing schedules, appointments, and the counseling calendar, while processing sensitive student, staff, and school district information with strict data privacy.
2.	Act as the primary receptionist for the guidance office, greeting visitors, answering telephones, making appointments for students, and serving as an information liaison for students, parents, and other officials.
3.	Manage and process student transcripts, including mid-year and end-of-year transcripts to colleges, processing requests from past and current students, providing education verification, and collecting/securing associated fees.
4.	Assist students with college and scholarship applications, entering high school data and teacher recommendations.
5.	Perform comprehensive student data entry and maintenance, including test scores, 504 plans, special services entries, foreign exchange student information, and student schedule changes.
6.	Administer program-specific coordination, including managing PSEO (sending information/transcripts, inputting transcripts, verifying dates with schools) and CITS (rosters, sending/reviewing).
7.	Administers student grading and report card processes, verifying entries, and managing grade changes/incompletes.
8.	Compile and disseminate reports and data, including the annual school profile update, the college summary report, and other post-high school institutional information.
9.	Coordinate and assist with various guidance office events, such as Honors Night (program creation, scholarship certificates, invitations, picture book preparation), Graduation (diploma ordering), Scholarship Night, Future Planning Night, 9th Grade Information Night, ACT/AP testing, and return-to-school events.
10.	Provide regular communication and correspondence with counseling staff, students, and parents.

11.	Maintain office security, which includes locking/unlocking doors, filing cabinets, and securing checks, cash, and personal data.	
12.	Assist in proofing and maintaining the counseling website.	71
13.	Perform general clerical duties, including word processing and correspondence for staff, copying, filing, emailing, sending faxes, and using the Internet as necessary.	
14.	Send 504 Plans to parents and copies of the plan to applicable teachers at the beginning of each term.	
15.	Performs other duties as assigned or apparent to support the dynamic needs of the counseling office.	

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum two (2) years of administrative or office clerical experience , preferably in a high-volume environment. OR a combination of education and experience totaling (3) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:	
	<ul style="list-style-type: none"> • Experience in a school office, guidance office, or registrar position. • Familiarity with state reporting requirements for student data (e.g., MDE). • Training in mental health first aid or crisis intervention.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:	
	None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK	
<p>Knowledge</p> <ul style="list-style-type: none"> • Comprehensive knowledge of student record management principles, confidentiality laws, and educational data privacy. • In-depth understanding of high school counseling office operations and student support services. • Familiarity with college application processes, transcript requirements, and scholarship programs. • Understanding of mental health support needs in a school environment and appropriate crisis response protocols. <p>Skills</p> <ul style="list-style-type: none"> • Exceptional organizational and record-keeping skills for accurate student data. • Strong verbal and written communication skills for professional and empathetic interactions. • Advanced data entry and systems management skills with high accuracy. • Excellent problem-solving and independent judgment for complex issues. • Effective interpersonal skills to create a welcoming and safe environment. <p>Abilities</p> <ul style="list-style-type: none"> • Work independently with minimal supervision, demonstrating initiative and adaptability. • Maintain strict confidentiality and personal sensitivity in all duties. • Respond effectively to student crisis situations, following trained protocols. 	

- Analyze student records to identify critical information and potential concerns.
- Manage multiple, high-priority tasks simultaneously in a fast-paced setting.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:
Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: Middle School Attendance Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: Middle School Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job:</p> <p>The Middle School Attendance Clerical plays a dual and essential role in the daily operation of the middle school. This position is primarily responsible for managing all aspects of student attendance, ensuring accurate records, facilitating communication with families, and upholding school attendance policies. Additionally, this role provides support for middle school athletic and extracurricular activities. This position requires strong organizational skills, attention to detail, excellent communication, and the ability to manage multiple priorities in a dynamic middle school environment.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages daily student attendance records, accurately processing tardy arrivals, absences, and early dismissals based on various communication inputs (e.g., voicemails, emails, notes).
2.	Communicate with students, teachers, and parents/guardians regarding attendance issues, excused absences, and related concerns. Create and distribute weekly announcements via SMORES and social media platforms
3.	Tracks and follows up on unexcused absences, collaborating with administration as directed.
4.	Administers and clearly communicates school attendance policies and procedures, and assists with preparing routine attendance notifications.
5.	Serves as the primary liaison for attendance-related inquiries, resolving routine issues and directing complex cases.
6.	Input out of School Suspensions into Infinite Campus and processes that paperwork to families.
7.	Assists with the daily management of tracking student attendance and maintaining records.
8.	Prepare and submit the annual school Disciplinary Incident Reporting System (DIRS) report
9.	Participate in Attendance Team meetings including sending letters and contract meeting notices as decided by the Attendance Team.
10.	Maintains and updates middle school activity calendars and various communication channels.
11.	Manages student locker assignments at the start of the school year and as needed throughout.
12.	Managing the door to visitors and students entering the secure building including answering the intercom.
13.	Assisting in planning Family Nights and Open Houses.
14.	Create and present daily video announcements.
15.	Provides general main office support, including greeting visitors, answering phones, and issuing visitor/student passes.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:

X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum two (2) years of administrative or office clerical experience , preferably in a high-volume environment. OR a combination of education and experience totaling (3) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

None required.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Working knowledge of office administration procedures and record-keeping.
- Understanding of attendance policies and school operational procedures.
- Familiarity with student information systems for data entry.
- Customer service principles for interacting with students, parents, and staff.

Skills

- Exceptional organizational skills for managing high volumes of attendance information.
- Strong verbal and written communication skills for clear and empathetic interactions.
- Meticulous attention to detail and accuracy in data entry and record maintenance.
- Proficiency in using communication tools (voicemail, email, text, ParentSquare).
- Ability to manage multiple tasks and prioritize effectively.

Abilities

- Work independently under general supervision.
- Handle high call and message volumes efficiently.
- Maintain strict confidentiality of student information.
- Communicate sensitively and clearly with diverse individuals.
- Adapt quickly to daily changes in attendance needs.
- Collaborate effectively with school staff and teams

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

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

Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	75
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: Middle School Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: Middle School Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job:</p> <p>Under minimal supervision, the Middle School Clerical plays a pivotal and central role in the daily operations and smooth functioning of the middle school office. This position serves as the primary point of contact for students, parents, staff, and visitors, navigating the unique energy and diverse needs of a middle school community. The Lead Clerical is responsible for managing a wide range of administrative, communication, and logistical tasks, often working autonomously and exercising independent judgment. This essential role requires exceptional organizational skills, a proactive approach, strong communication abilities, and the capacity to manage multiple priorities in a dynamic, fast-paced environment where adaptability and responsiveness are key.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages overall office operations, acts as the primary point of contact, handles incoming communications, and ensures efficient information flow for students, parents, and staff.
2.	Oversees the Frontline substitute management system to ensure adequate staff coverage, manages staff time clock issues, and processes Skyward timesheet and vacation first level approvals.
3.	Manages student information in the student information system, processes enrollment changes, prints schedules and report cards, handles locker assignments, and assists with attendance.
4.	Manages the school budget, processes purchase orders, handles all incoming money, prepares deposits, manages school debit cards, and processes invoices.
5.	Provides high-level administrative support to the Principal and Assistant Principals, including calendar management, correspondence, and various operational needs.
6.	Facilitates new staff onboarding, including network access and badge requests, and creates requisitions for job postings.
7.	Manages copy machine operations (supplies, service), oversees mailroom functions, ensures security protocols, and is knowledgeable about building safety systems.
8.	Maintains the security and confidentiality of all sensitive student, personnel, and financial information, ensuring accuracy of data input and record-keeping.
9.	Handles routine issues and emergencies concerning employees and students, making independent or collaborative decisions to resolve situations effectively.
10.	Assists parents with ParentPortal access, addresses inquiries, and maintains a welcoming and professional demeanor in all interactions.
11.	Supports the coordination of school-wide events like picture day, assists with Master Schedule creation, and processes field trip and transportation requests.

12.	Operates and troubleshoots various office equipment and utilizes assigned software systems efficiently.	
13.	Provides work direction to other assigned office personnel and offers guidance to school staff as needed.	77
14.	Compiles information, prepares, and maintains a variety of comprehensive records and reports related to assigned activities.	
15.	Responsible for the daily opening and closing procedures of the main office when other key personnel are unavailable.	
16.	Performs other related duties as necessary to support the overall operations and needs of the school.	

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:

X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum three (3) years of administrative or office clerical experience, preferably in a school environment. OR a combination of education and experience totaling (3) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

- Experience in a secondary school setting.
- Experience handling school funds or budgets.
- Prior experience coordinating school-wide events or programs.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Deep knowledge of middle school office procedures, records, and operations.
- Strong understanding of substitute teacher systems.
- Proficient in student information systems for data entry, reporting, student records, and tracking support services.
- Knows middle school grading, attendance, disciplinary tracking, and event coordination.

Skills

- Excellent at managing high-volume tasks, parent inquiries, and deadlines.
- Superior verbal and written skills for empathetic, professional interactions with all.
- Resolves daily issues, diffuses minor conflicts, and adapts to demands.
- Meticulous accuracy in all data, records, and sensitive documents.
- Advanced skills in relevant software, including communication tools.
- Collaborates effectively with staff, students, and diverse parents; shows patience.

Abilities

- Works autonomously, uses sound judgment on student and parent issues.
- Manages tasks effectively in a dynamic, often emotional environment.
- Maintains strict privacy of sensitive information, understands FERPA.
- Adjusts quickly to new challenges, especially regarding student well-being and parent concerns.

- Provides clear, helpful guidance to the school community, including students and parents.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: HRIS/Payroll Supervisor	Department: Human Resources
Immediate Supervisor's Position Title: Director of Human Resources	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Executive Employees Association
Accountable For (job titles): Payroll Clericals, Payroll Specialist	
<p>General Summary of Purpose Of Job: Under minimal supervision, the HRIS/Payroll Systems Supervisor is a pivotal leadership position responsible for the functional design, configuration, and strategic oversight of the District's Human Resources Information System (HRIS) and Payroll operations. This role performs complex data analysis, leads the development and implementation of systems procedures, and provides technical leadership to the HR and Payroll staff, including direct supervision of the Payroll employees. The supervisor is responsible for ensuring data integrity, accurate system processing, compliance with federal/state reporting requirements, and optimizing the use of technology to enhance efficiency across the department and the District.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Supervises and manages the Payroll and HRIS staff, including the Lead Payroll Specialist, setting performance goals, assigning and reviewing work, and providing coaching, training, and development to ensure timely and accurate execution of all department functions.
2.	Acts as the subject matter expert and system administrator for the District's HRIS platform overseeing core system functionality, conducting regular system and process audits to ensure data integrity, and collaborating on system updates and upgrades.
3.	Serves as the primary contact between HR, Payroll, and District IT staff, focusing on functional system integrity and ensuring correct system processing. Collaborates with IT to manage technical integrations, implement system patches, and ensure the reliability of the system infrastructure.
4.	Provides functional oversight for the end-to-end processing of all scheduled and unscheduled payrolls, managing the accurate calculation of all compensation types (wages, overtime, stipends, etc.), tax withholdings, deductions (union dues, benefits, garnishments), and retirement contributions (PERA, TRA) in strict adherence to federal, state, and bargaining unit contracts.
5.	Collaborates closely with HR Specialists and the Benefits and Engagement Coordinator to validate high-impact employee data changes, including new hire onboarding, benefit deductions, leave accruals, and status changes, ensuring maximum data integrity within the HRIS.
6.	Serves as the primary advisor to all payroll staff by interpreting complex clauses within bargaining unit agreements and state/federal regulations, and translating them into documented standardized operating procedures (SOPs) and internal controls for accurate payroll execution.

7.	Develops and delivers advanced functional training to all HRIS/Payroll system users (payroll staff, HR specialists, benefits coordinator, and site clerical staff) on system best practices, compliance updates, and efficient data input methods to maximize departmental efficiency.	80
8.	Leads the preparation and complex reconciliation of quarterly and annual tax reports (e.g., W-2s, 941s), works with finance and accounting to reconcile the payroll sub-ledgers with the general ledger, and supports internal and external audits (including benefits and workers' compensation).	
9.	Oversees and audits the maintenance of all employee data (new hires, terminations, status changes) and actively maintains and verifies Position Control records to align staffing requisitions with organizational budgets and approvals.	
10.	Creates, analyzes, and prepares advanced query reports for internal management, external agencies, and government submission, utilizing HRIS tools for data verification, decision support, and compliance documentation.	
11.	Serves as the first point of escalation for complex employee inquiries regarding pay, HRIS access, and corrections, ensuring high levels of customer service and clear communication across the District.	
12.	Performs other duties as assigned, including stepping in to assist with escalated system or payroll crises.	

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum five (5) years of demonstrated experience in advanced database management, HRIS administration, and/or payroll leadership, with at least two (2) years of HRIS experience.
X	Required Supervisory Experience: Minimum of one (1) year of supervisory experience (or demonstrated leadership experience over technical staff or functions).

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:	
	<ul style="list-style-type: none"> • Bachelor's degree in Management Information Systems, Human Resources, Finance, or a related field. • Experience in position control in a public sector or school district setting.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:	
	None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK	
	<p>Knowledge</p> <ul style="list-style-type: none"> • Expert knowledge of HRIS/Payroll relational database structures, reporting tools, and data integration principles. • Comprehensive knowledge of federal and state payroll and employment regulations. • In-depth understanding of the payroll lifecycle, accounting principles related to payroll, and internal control best practices. • Proficiency with AS/400 and modern PC applications, including advanced spreadsheet/database management. • Expertise in analyzing and translating complex union/bargaining unit contract language and government mandates

into system configuration and payroll rules.

- Working knowledge of project management methodologies and change management principles for successful system upgrades and process rollout.

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Skills

- Exceptional analytical and problem-solving skills to diagnose and resolve complex system and data integrity issues.
- Demonstrated leadership and supervisory skills to manage technical functions and mentor staff effectively.
- Strong verbal and written communication skills for training, documentation, and technical/non-technical audience presentations.
- Proven ability to manage project timelines for system updates, implementations, and process streamlining.
- Superior skills in developing and maintaining robust internal control procedures and documentation for audit readiness and data governance.

Abilities

- Independently manage and administer core HR/Payroll information systems and associated hardware/software.
- Serve as a technical authority and strategic partner to HR and Finance leadership.
- Uphold the highest level of confidentiality, ethical standards, and discretion with sensitive system and employee data.
- Work effectively as a self-starter with minimal supervision, demonstrating initiative and strategic foresight.
- Establish and maintain effective working relationships with the public, staff, and external technical consultants

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to

lift, carry, push, pull or otherwise move objects, including the human body.

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RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 9/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: Payroll Clerical	Department: Human Resources
Immediate Supervisor's Position Title: Payroll/HRIS Supervisor	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job: Under administrative direction, the Executive Assistant - Payroll provides crucial, high-level administrative support while directly managing the accurate and timely execution of the district's comprehensive payroll operations. This role involves the meticulous processing of bi-weekly payrolls, detailed financial data management, reconciliation of information, and the completion of essential tax filings and liability payments. As a trusted point of contact, the Executive Assistant - Payroll supports employee inquiries, maintains absolute confidentiality, and ensures strict adherence to all financial regulations, demanding exceptional precision, strong independent problem-solving skills, and the ability to thrive under pressure with critical deadlines.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Process the bi-weekly payroll cycle, including tracking and reviewing electronic timesheets, and sending reminders for unsubmitted or incorrect entries.
2.	Prepare semi-monthly payrolls by validating data, identifying discrepancies, and making necessary corrections and adjustments for precise employee compensation.
3.	Research and respond to payroll-related inquiries from District staff concerning pay, deductions, benefits, time off, and tax implications.
4.	Handle all confidential payroll and employee data with discretion, adhering strictly to privacy regulations and District policy.
5.	Apply federal, state, and local tax regulations and retirement system implications to District benefits, employee deductions, and various compensation types to ensure accurate withholding and reporting.
6.	Complete employment verifications by accurately responding to external inquiries via phone and written requests, and maintaining detailed records.
7.	Maintain and update employee time off allocations (e.g., sick, vacation, personal leave) within the payroll system, reconciling balances for correct accruals and usage, and entering leave without pay (LWOP) transactions.
8.	Maintain the payroll database and employee records through ongoing data validation, auditing, and timely entry of all employee changes (e.g., W-4s, bank/direct deposit, new employee files, PERA/TRA exclusion lists).
9.	Run reports and initiate payments for all payroll-related liabilities, including Federal and State taxes, PERA, TRA, HRA, FLEX, 403(b)/TSA, Severances, Union Dues, Child Support, Levies, and other garnishments.
10.	Process all types of compensation inputs, including paper invoices for W-2 employees, and preparing/uploading lists for curriculum, overloads, and co-curricular stipends.

11.	Perform thorough payroll reconciliations, including Frontline/Skyward time off comparisons, and update 941 tax information on reconciliation spreadsheets.
12.	Manage extra payroll runs as needed for missed paychecks, retro pay after new contracts are finalized, and summer contract payoffs, including handling returned payments and processing Void and Reissue payrolls. 84
13.	Prepare and submit all required quarterly and annual tax and wage reports (e.g., Federal 941, MN Unemployment, MN State Tax Withholding), including preparing, mailing, and submitting annual W-2s to relevant agencies.
14.	Complete the Annual Employment Census and update tax-exempt employee status annually.
15	Provide backup support for other positions within the Payroll Department and perform other related duties as assigned

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum six (6) years of progressively responsible experience in payroll processing, financial data management, or a closely related business support role is preferred, OR a combination of education and experience totaling seven (7) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:	
	<ul style="list-style-type: none"> • Minimum two (2) year college degree preferred. Related coursework preferred. • Experience in coordinating projects, logistics, and training events. • Experience in school district setting preferred.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:	
	None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK	
	<p>Knowledge</p> <ul style="list-style-type: none"> • Working knowledge of union contracts and their direct impact on payroll processing, including wages, benefits, and deductions • Good understanding of District policies, regulations, procedures, and processes relevant to payroll operations. • Working knowledge of applicable federal, state, and local tax regulations (e.g., W-2, Federal 941), retirement implications, and other payroll-related compliance requirements (e.g., garnishments, child support, levies). • Familiarity with District budgeting, payroll processing, bookkeeping, and basic accounting principles. • Competency in modern office methods, practices, and procedures, including personal computer operations and various software applications. • Good grasp of customer service principles and best practices in a financial support context. <p>Skills</p> <ul style="list-style-type: none"> • Strong attention to detail and accuracy in data entry, calculations, reporting, and reconciliation tasks. • Ability to identify and resolve routine payroll discrepancies and issues.

- Good verbal and written communication skills, with the ability to clearly convey payroll information to District staff.
- Skilled in organizing and prioritizing a workload, managing multiple tasks, and meeting deadlines. 85
- Proficient with computerized payroll and HR/financial software systems (e.g., Skyward, Frontline, or similar platforms) for data entry and basic reporting.
- Proficient data entry skills, including 10-key and keyboarding.
- Competent mathematical skills
- Proficient in utilizing standard software applications (e.g., Microsoft Excel, Word) for document creation, data management, and reporting.

Abilities

- Perform calculations (add, subtract, multiply, divide, percentages) accurately.
- Work with minimal supervision and manage a consistent, time-sensitive workload.
- Communicate clearly and concisely.
- Identify and assist in resolving routine issues.
- Maintain a high level of accuracy and attention to detail.
- Learn and adapt to new technologies and processes.
- Uphold strict confidentiality and exercise discretion with sensitive information.
- Apply common sense understanding to carry out instructions furnished in written or oral form.
- Deal with routine problems in standardized situations.
- Develop and maintain effective working relationships.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

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SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval: 06/17/2025

Reviewed/updated:

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: Payroll Specialist	Department: Human Resources
Immediate Supervisor's Position Title: Payroll/HRIS Supervisor	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Executive Employees Association
<p>General Summary of Purpose Of Job: Under administrative direction, the Payroll Specialist serves as a subject matter expert and directly manages the comprehensive and accurate execution of the district's payroll operations. This high-level role involves the meticulous processing of multi-cycle payrolls, detailed financial data management, complex reconciliations, and the completion of all essential tax filings and liability payments. The Senior Payroll Specialist is a trusted point of contact for all payroll-related matters, maintains absolute confidentiality, and ensures strict adherence to all financial regulations. The position demands exceptional precision, strong independent problem-solving skills, and the ability to thrive under pressure with critical deadlines.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Serves as the lead for the payroll function, providing expert guidance, support, and direction to other staff regarding complex payroll issues and procedures.
2.	Manages and oversees the bi-weekly and semi-monthly payroll cycles, ensuring accurate data entry, processing, and timely submission for all employee types.
3.	Researches and resolves complex, escalated payroll inquiries from District staff concerning pay, deductions, benefits, time off, and tax implications, acting as the primary point of contact for difficult issues.
4.	Audits and validates all confidential payroll and employee data, ensuring strict adherence to privacy regulations and District policy.
5.	Acts as a subject matter expert on federal, state, and local tax regulations and retirement system implications to ensure accurate withholding and reporting for all employee compensation types.
6.	Oversees employment verifications by accurately responding to external inquiries via phone and written requests, and maintaining detailed records.
7.	Manages and performs complex reconciliations of all payroll-related liabilities, including Federal and State taxes, PERA, TRA, and other garnishments, ensuring timely payments and accurate reporting.
8.	Develops and maintains the payroll database and employee records through ongoing data validation and auditing, and timely entry of all employee changes.
9.	Coordinates and executes the preparation and submission of all required quarterly and annual tax and wage reports (e.g., Federal 941, MN Unemployment, MN State Tax Withholding), including the annual W-2 process.
10.	Leads the reconciliation process for all payroll inputs, including timekeeping, stipend lists, and compensation inputs, identifying and correcting discrepancies.

11.	Provides backup support for other positions within the Payroll Department and performs other related duties as assigned.
12.	Serves as a key collaborator with HR and Finance leadership on special projects, system upgrades, and process improvements to enhance payroll efficiency.
13.	Provide backup support for other positions within the Payroll Department and perform other related duties as assigned

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum five (5) years of progressively responsible experience in payroll processing, financial data management, or a closely related business support role is preferred, OR a combination of education and experience totaling six (6) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:	
	<ul style="list-style-type: none"> • Minimum two (2) year college degree preferred. Related coursework preferred. • Experience in coordinating projects, logistics, and training events. • Experience in school district setting preferred.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:	
	None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK	
	<p>Knowledge</p> <ul style="list-style-type: none"> • Expert knowledge of payroll principles, federal and state wage/hour laws, tax regulations, and accounting standards. • In-depth knowledge of union contracts and their direct impact on payroll processing. • Demonstrated expertise in an enterprise payroll and HRIS system for complex data management, reporting, and reconciliation. • Strong understanding of internal controls and audit preparation processes. <p>Skills</p> <ul style="list-style-type: none"> • Exceptional organizational, analytical, and problem-solving skills for high-volume, complex workloads. • Superior verbal and written communication skills to articulate complex payroll information clearly and effectively to diverse audiences. • Proven ability to lead, mentor, and train other staff members. • Advanced proficiency in data analysis and reconciliation using spreadsheets. <p>Abilities</p> <ul style="list-style-type: none"> • Independently analyze, diagnose, and resolve complex payroll and administrative problems. • Provide effective leadership and direction to the payroll team, fostering a collaborative and efficient work environment.

- Maintain the highest level of confidentiality and exercise discretion with sensitive information.
- Proactively identify opportunities to improve and streamline payroll processes.
- Apply common sense understanding to carry out instructions furnished in written or oral form.
- Develop and maintain effective working relationships.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry: Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 9/2025

Board Approval:

Reviewed/updated:
Reviewed/updated:

POSITION DESCRIPTION

Purchasing Clerical

SECTION I: GENERAL INFORMATION

Position Title: Purchasing Clerical	Department: Business Services
Immediate Supervisor’s Position Title: Executive Director of Business Services and Finance	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job: Under general supervision, the Purchasing Clerical provides specialized administrative and operational support for the district's purchasing activities. This role is primarily responsible for the complete purchasing lifecycle related to Career and Technical Education (CTE) programs and various grant-funded initiatives. This position requires a high degree of attention to detail, analytical ability, and independent problem-solving to ensure the accuracy and timely processing of complex purchasing transactions. The Purchasing Clerical serves as a key liaison with internal departments and external vendors, and also supports general purchasing for the school district as needed, ensuring all procurements comply with federal, state, and district regulatory requirements.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Administers and executes purchasing procedures for CTE and grant-funded programs, overseeing site purchasing, reviewing quotes for tax exemption, ensuring complete product descriptions, and assigning appropriate budget and grant codes for tracking.
2.	Provides high-level financial oversight and reporting for CTE and grant programs, analyzing purchasing data to help inform budget planning and resource allocation.
3.	Acts as a primary point of contact for CTE audits and grant administrators, ensuring all financial documentation and purchasing records are accurate and readily available.
4.	Manages the full purchase order (P.O.) lifecycle for CTE and grant purchases, including creating and sending P.O.s to vendors, facilitating shipments to sites, and managing annual blanket P.O.s, ensuring strict alignment with district policies and grant-specific rules.
5.	Reconciles complex vendor invoices and statements, splitting amounts across departments or multiple grant/budget codes, and resolving discrepancies and billing issues.
6.	Provides dedicated support for staff purchasing needs, assisting with order placement, navigating the purchasing system, and ensuring adherence to procedures for grant-funded items.
7.	Ensures rigorous financial compliance and reporting for purchasing, including verifying vendor data, applying in-depth knowledge of UFARS to daily tasks, and generating purchasing reports for auditors and grant managers.
8.	Maintains accurate purchasing and financial records, performing regular reconciliations and managing digital and physical vendor and purchase order files.
9.	Collaborates and communicates effectively with CTE staff, grant managers, principals, coordinators, and other department personnel to answer questions, resolve problems, and explain purchasing policies and procedures.

- 10. Manages vendor relationships, receiving and responding to inquiries, concerns, complaints, and requests for assistance in a professional and courteous manner. Enter vendor information into finance system, such as 1099 or W9.
- 11. Assists with training and professional development, hosting informational sessions and training new office/clerical staff on purchasing procedures, especially those related to CTE and grants.
- 12. Attends staff meetings, trainings, seminars, and workshops to enhance job knowledge and skills.
- 13. Performs general office and administrative tasks, including establishing and maintaining files, copying, filing, faxing, emails, answering telephones, and assisting with special projects as required.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum five (5) years of progressively responsible experience in purchasing, accounts payable, or related administrative support, demonstrating a strong understanding of procurement and financial operations, OR a combination of education and experience totaling six (6) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
<ul style="list-style-type: none"> • Associate's or Bachelor's degree in Business, Accounting, Finance, or a related field is preferred. • Experience in school finance, specifically with grant or CTE purchasing.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:
None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK
<p>Knowledge</p> <ul style="list-style-type: none"> • Knowledge of purchasing policies, accounting standards, and internal controls. • Understanding of financial regulations and compliance, with an ability to learn specific requirements (e.g., UFARS). • Advanced customer service principles in financial and vendor interactions. • Proficiency in enterprise financial software and Microsoft Excel for data analysis and reconciliation. • Proficiency in digital and physical purchasing record-keeping and audit readiness. <p>Skills</p> <ul style="list-style-type: none"> • Strong organizational and time management skills for high-volume, deadline-driven workloads. • Strong verbal and written communication skills to articulate financial and purchasing information clearly. • Absolute discretion and strict confidentiality with sensitive financial data. • Proficient operation of office equipment essential for financial processing. • Skill in designing and maintaining robust financial filing and record management systems. • Adept at interpreting and applying purchasing policies and regulations. • Strong judgment and analytical skills to resolve financial discrepancies. • Data analysis and reconciliation skills using spreadsheets for financial validation and reporting.

- Proactive problem-solving skills to anticipate and resolve operational challenges.

Abilities

- Foster collaborative relationships with staff, vendors, and external partners.
- Work independently with minimal supervision, demonstrating initiative and efficiency under pressure.
- Independently identify, analyze, and resolve financial and administrative problems.
- Uphold the highest level of confidentiality and ethical standards.
- Accurately classify, record, retrieve, and verify large volumes of purchasing data.
- Utilize financial software features to optimize workflows and generate reports.
- Apply strong mathematical aptitude for financial calculations and data validation.
- Adapt and remain flexible amidst evolving regulations, software, and priorities.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

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Signature – Human Resources

Date

Job Classification History:

Prepared by TS 9/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: School Activities and Treasury Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: Athletic Director	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit

General Summary of Purpose Of Job:

Under limited supervision, the School Activities and Treasury Clerical serves as a vital administrative hub for all athletic, co-curricular, and extracurricular programs within the school. This role provides comprehensive administrative, financial, and logistical support to ensure the efficient operation of a broad range of student activities and events. The School Activities and Treasury Clerical manages critical daily and seasonal operations, including online ticketing, eligibility tracking, budget oversight, equipment purchasing, and event coordination. Acting as a key liaison for coaches, advisors, students, and families, this position navigates a dynamic environment, handles diverse responsibilities with exceptional organizational skills, systems proficiency, and a proactive approach, all while maintaining strict financial and student data confidentiality.

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manage all athletic and activity event logistics, including preparing online ticketing sites, compiling rosters, and setting up cash boxes for all games.
2.	Coordinate comprehensive game-day and event setup, overseeing concessions, supply management, and other operational arrangements.
3.	Process all student eligibility for activities, tracking physicals, collecting payments, and ensuring compliance.
4.	Build and maintain athletic and activity registration websites annually, actively assisting coaches and families with app navigation and data entry.
5.	Oversee all activity and general school budget management, accurately tracking expenditures, understanding proper budget codes, and reconciling accounts.
6.	Execute comprehensive purchasing for athletics, activities, CTE classes, and the entire school, from obtaining quotes to creating purchase orders.
7.	Manage all school P-Cards, including secure disbursement, meticulous receipt collection, and logging usage across departments.
8.	Process all staff, coach, and event worker reimbursements and payments accurately and in a timely manner.
9.	Serve as a central communication hub for scheduling, cancellations, and vital activity information for staff, students, and families.
10.	Provide extensive administrative support to coaches and advisors, including app assistance, scheduling coordination, and facilitating meetings.
11.	Assist with specific building operations, including managing common area TVs and overseeing student and staff parking passes.
12.	Compile and analyze data for various critical reports, including student credit checks and MSHSL grant submissions.

13.	Perform all other duties as assigned, demonstrating flexibility and a proactive approach to support overall school operations.
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SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum five (5) years of experience in an administrative or clerical role, preferably within a school activities/athletics department, OR a combination of education and experience totaling six (6) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:	
<ul style="list-style-type: none"> • Associate's or Bachelor's Degree in Business Administration, Office Management, Sports Management, or a related field. • Prior experience specifically in a high school athletic or activities department. • Demonstrated experience in training staff on administrative or financial procedures. • Familiarity with MSHSL (Minnesota State High School League) rules and regulation. 	

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:	
None required.	

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK	
<p>Knowledge</p> <ul style="list-style-type: none"> • Deep understanding of school-wide budget management, purchasing, and deposit procedures. • Comprehensive knowledge of athletic/activity eligibility, compliance, and event operations. • Familiarity with student information systems, financial software, and registration platforms. • Knowledge of managing supplies, equipment, and large-scale deliveries. <p>Skills</p> <ul style="list-style-type: none"> • Accuracy in handling cash, budgets, invoices, and reimbursements. • Excellent ability to manage high-volume tasks and multiple complex projects. • Strong verbal and written communication for effective interaction with staff, families, and vendors. • Proactive in resolving operational issues and financial discrepancies. • Advanced proficiency in office software, financial systems, and online platforms. • Builds strong relationships and collaborates effectively across departments. <p>Abilities</p> <ul style="list-style-type: none"> • Ability to work autonomously, exercising sound judgment in financial and activity decisions. • Capacity to handle significant workloads in a dynamic, deadline-driven environment. • Maintains strict privacy of all financial and student information. • Adjusts quickly to changing priorities, schedules, and unexpected events. • Provides clear guidance and training to staff on financial and activity procedures. 	

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously 97
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

POSITION DESCRIPTION

Senior Residential Clerical

SECTION I: GENERAL INFORMATION

Position Title: Senior Residential Clerical	Department: Residential Programs
Immediate Supervisor’s Position Title: Residential Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job: Under limited supervision, the Senior Residential Clerical provides advanced, comprehensive administrative and specialized operational support to the district's residential education programs and serves as a central hub for inter-site coordination. This high-level role manages complex student data, oversees procurement and system support for multiple locations, provides direct main office support including emergency protocols, and ensures seamless coordination with internal and external partners for all residential students. This position requires exceptional organizational skills, technical proficiency, and the ability to act with discretion and initiative in a fast-paced environment.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages all student enrollment processes directly at the residential site, ensuring accurate record-keeping and communication with families.
2.	Oversees complex student data management and reporting, including inputting IEP flags in the student information system, tracking IEP/disability codes, insurance settings, and due process timelines on spreadsheets, and preparing reports (e.g., Summer School report cards, progress reports).
3.	Serves as a central liaison and technical support for all residential sites, troubleshooting Skyward/Frontline issues, managing ordering and subscriptions, and disseminating critical daily communications (e.g., staff presence/absence).
4.	Manages procurement for all residential sites, including creating and processing purchase requisitions for general needs and summer programs.
5.	Coordinates extensively with Northwoods teams regarding student transportation, attendance inquiries, and general communications, proactively resolving inter-team issues.
6.	Processes and files various student-related documentation, including AJC forms, SPED documents, monthly due process paperwork and tuition agreements. Attends monthly due process meetings as requested by Supervisor.
7.	Handles incoming communication for the main office, serving as a primary administrative contact and managing high-volume inquiries, including direct contact with police officers as needed and transportation of day treatment students.
8.	Manages all transportation requests for residential students.
9.	Implements and adheres to emergency medical protocols, including being medical certified to hand out medications, setting IVs (if certified and required by protocol), and utilizing communication devices during emergencies.

10.	Manages student photo records in Infinite Campus for residential students, including coordinating unique school photos through Northwoods and photos for bus passes.	
11.	Manage tuition agreements (TA), ensuring all forms are completed, submitted to the appropriate district's MARSS Coordinator, and properly filed upon receipt of signatures.	99
12.	Monitors students in designated areas, ensuring student safety.	
13.	Communicates directly with parents about program details, student progress, and sensitive legal matters (e.g., social worker, custody issues).	
14.	Assists in the training of new residential clerical staff, providing guidance on program procedures.	
15.	Performs other administrative and clerical duties as assigned, such as troubleshooting office equipment (copiers) and manually entering substitution data for staff.	

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:

X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum three (3) years of progressively responsible advanced administrative support or office management experience, preferably in a complex educational or residential setting. OR a combination of education and experience totaling (4) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

- Associate's or Bachelor's degree in Business Administration, Office Administration, or a related field.
- Experience in a lead worker or training capacity within an office environment.
- Direct experience with student residential programs or special education administration.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Comprehensive knowledge of advanced office administration and record-keeping.
- In-depth understanding of student record management, including SPED, IEP, and due process.
- Proficiency in troubleshooting common software and hardware issues.
- Knowledge of medical administration protocols relevant to a school setting.
- Understanding of inter-departmental communication and coordination.

Skills

- Exceptional organizational and multi-tasking skills.
- Superior verbal and written communication skills for complex and sensitive topics.
- Advanced data entry and spreadsheet management skills.
- Strong problem-solving and critical thinking skills for technical and logistical challenges.
- Highly effective interpersonal skills for collaborating with diverse stakeholders.

Abilities

- Work independently with limited supervision, demonstrating high initiative and sound judgment.
- Prioritize and manage a high volume of complex tasks effectively.
- Maintain strict confidentiality of sensitive student, medical, and family information.
- Adapt quickly to changing priorities, technical issues, and emergency protocols.
- Provide clear, concise, and effective training and guidance to staff.
- Act calmly and effectively in emergency situations, administering care as certified.
- Serve as a central resource and coordinator for multiple program sites.

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PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

SECTION I: GENERAL INFORMATION

Position Title: Special Services Clerical	Department: Special Services
Immediate Supervisor’s Position Title: Director of Special Services	FLSA Status Non-Exempt
Pay Grade Assignment: Clerical Local 692, Exhibit A, Pay Group 4	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job: Under administrative direction, individuals holding the title of Special Services Clerical are critical cornerstones pivotal to the efficiency and effectiveness of the entire Special Services Department. These highly strategic, proactive, and exceptionally proficient professionals collectively navigate and orchestrate an extensive, multi-faceted portfolio of responsibilities. Each specialist is assigned specific areas within this comprehensive scope, which collectively encompasses advanced-level administrative and operational leadership, meticulous management of complex financial lifecycles including Third Party Billing, expert administration of critical specialized information and technology systems, such as SPED Forms, and ensuring rigorous adherence to federal and state regulatory compliance. This team is instrumental in driving departmental continuity, coordinating diverse special service programs, and facilitating seamless internal and external communications. Success in these roles requires deep institutional knowledge of school district operations, superior problem-solving acumen, an unwavering commitment to confidentiality, and a proven capacity to lead and manage complex projects and processes for a large and dynamic department serving diverse student needs.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (Duties as assigned to all paraprofessionals and under the guidance of and in collaboration with a Journey Worker teacher)
1.	Provide comprehensive, high-level administrative support to the Director(s), Assistant Director, and Supervisors of Special Services, serving as a primary point of contact for the entire department, managing communications (email, phone), complex correspondence, reports, and scheduling.
2.	Lead the full recruitment support cycle for Special Services positions, including setting up interview schedules for certified and non-certified personnel, candidate outreach, preparing interview packets, and coordinating with HR and interview teams.
3.	Oversee all departmental purchasing and financial administration, from obtaining vendor quotes, managing budget codes, and processing requisitions, invoices, and reimbursements in Skyward, to managing Third Party Billing cycles (including rate establishment, denial resolution, revenue maximization, and audit contact), mileage, and ensuring correct funding (e.g., MARRS numbers, Time and Effort reporting).
4.	Coordinate and facilitate all departmental contracts with external vendors, ensuring proper documentation, compliance, and approvals in collaboration with relevant district personnel and board members.
5.	Administer and maintain extensive student and staff data across various intricate systems (e.g., SPED Forms, Infinite Campus/I/C), managing record requests, staff database updates, daily enrollment accuracy, and overseeing confidential filing systems.

6.	Manage the complete lifecycle of student referrals and evaluations, including processing CST logs, Help Me Grow, EOIM referrals (with timely parent contact), tracking students through evaluation processes, and ensuring all due process paperwork, IEPs, and physical/digital files are accurate and compliant.	103
7.	Coordinate all aspects of Special Services student transportation, collaborating closely with caseworkers, clerical staff, and transportation providers for all student groups (e.g., ECSE, FIT).	
8.	Ensure departmental compliance with all relevant state and federal special education rules, regulations, policies, and procedures, including assisting with MDE compliance reviews and conducting annual Physical Hold reporting.	
9.	Develop, coordinate, and deliver mandatory training sessions for staff on MA billing, SPED Forms database requirements, and other relevant Special Services procedures, creating and presenting additional specialized training as needed.	
10.	Manage and lead complex special projects, including researching, compiling, and analyzing diverse data sources, building and managing Google Forms, and preparing sophisticated financial, statistical, and narrative reports to support decision-making.	
11.	Oversee the Special Services equipment database, including technology placement throughout the district and managing detailed inventory of federally funded equipment.	
12.	Manage and update all internal communication platforms (Special Services website, Google Groups), including new hire updates, form changes, and content for the Parent Advisory Council Special Education (PACSE).	
13.	Provide advanced administrative support for various special education programs, such as the T12 Bridge Program (enrollments, scheduling), and oversee the development and ordering of the SPED New Teacher Handbook.	
14.	Serve as a key liaison with other district units and external entities outside the district, independently resolving complaints and questions within established guidelines, and facilitating referrals, meetings, and conferences.	
15.	May provide work direction, oversight, and training to other clerical or support staff within the Special Services department.	
16.	Actively participate in scheduled staff meetings, in-service trainings, required conferences, and specific operational meetings (e.g., weekly check-ins, CST/ECS meetings), providing agenda and minutes support as necessary.	
17.	Perform additional related work in Special Services as required to support departmental needs.	

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum six (6) years of progressively responsible experience in advanced administrative support, preferably within a special education or healthcare setting, with experience in managing complex processes OR a combination of education and experience totaling seven (7) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:	
	<ul style="list-style-type: none"> • Minimum two (2) year college degree preferred. Related coursework preferred. • Experience in coordinating projects, logistics, and training events. • Experience in school district setting preferred.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:

None required.

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ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK**Knowledge**

- Strong understanding of District policies, regulations, procedures, and processes.
- Thorough understanding of applicable state and federal rules, regulations, policies, and procedures, especially those related to special education (IDEA, Minnesota Department of Education) and Third-Party Billing.
- Expert-level knowledge of specialized educational software/platforms, including student information systems (e.g., Infinite Campus/I/C), Special Education data management systems (e.g., SPED Forms), and billing/reimbursement systems (e.g., MA billing processes).
- Knowledge of District budgeting, payroll processing, bookkeeping, and basic accounting principles.
- Proficiency in modern office methods, practices, and procedures, including advanced to expert-level personal computer operations and various software applications.
- Solid grasp of customer service principles and best practices.

Skills

- Exceptional proficiency in office software and systems: Advanced skills in Google Suite (Docs, Sheets, Forms, Drive, Calendar, Groups) and Microsoft Office Suite (Word, Excel, PowerPoint, Outlook).
- Highly skilled in planning, organizing, and prioritizing work effectively, managing multiple tasks independently, meeting deadlines, and adapting to changing priorities.
- Adept at analyzing and resolving complex problems, researching information, identifying discrepancies, and resolving administrative or procedural issues efficiently, even under pressure, while maintaining accuracy.
- Excellent verbal and written communication skills: Outstanding ability to interact effectively and professionally with diverse stakeholders (parents, staff, external agencies, leadership).
- Demonstrated experience managing high-volume data, complex filing systems, and sensitive confidential information.
- Proven experience in purchasing, budget tracking, and financial reconciliation processes.
- Proficient in utilizing advanced software applications for document creation, data management, and reporting.
- Capable of providing work direction, guidance, and training to others.
- Experience in coordinating projects, logistics, and training events.

Abilities

- Work independently and manage a diverse, high-volume workload effectively.
- Communicate complex information clearly and concisely.
- Troubleshoot and resolve issues efficiently.
- Maintain a high level of accuracy and attention to detail under pressure.
- Learn and adapt to new technologies and processes quickly.
- Uphold the highest standards of confidentiality: Handle highly sensitive and confidential information with utmost discretion and integrity (e.g., student records, personnel data).
- Demonstrate a high degree of initiative and proactive work ethic: Anticipate needs, implement improvements, and take ownership of projects and processes without constant direct supervision.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
305 Climb or balance	√			

SECTION I: GENERAL INFORMATION

Position Title: Technology Clerical	Department: Technology
Immediate Supervisor's Position Title: Director of Technology	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job:</p> <p>Under general supervision, the Technology Clerical provides administrative and operational support to the district's Technology department. This role primarily focuses on managing user access, equipment logistics, and departmental records. The Technology Clerical acts as a key point of contact for district-wide technology inquiries, assists with procurement processes, and supports cyber security and compliance efforts, ensuring the smooth functioning of technology resources across the district.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages non-district user accounts, ensuring they are current and reflect accurate access permissions.
2.	Collaborates with Human Resources to ensure new hires receive the correct technology access within the district's information systems.
3.	Serves as the primary phone contact for technology inquiries for the entire district, providing initial support and directing calls as needed.
4.	Assists with answering the main operator line for the district, supporting general communication flow.
5.	Orders and organizes technology equipment (e.g., Chromebooks, phones) for distribution to various district sites by assigning help desk tickets for set up.
6.	Provides administrative support to the technology staff, including serving as a liaison between the technology department, students and parents.
7.	Updates and maintains non-district user contracts related to technology access including communicating access denials to non-district employees based on security protocols.
8.	Coordinates the recycling process for outdated technology equipment, ensuring proper disposal.
9.	Processes technology orders in collaboration with procurement staff and verifies order readiness.
10.	Maintains a budget spreadsheet for the Technology department, tracking expenditures.
11.	Assists with compliance reporting for technology-related operations.
12.	Assists in managing, interpreting and filing of E-rate budget codes for government-eligible technology items, ensuring proper categorization.
13.	Performs other related duties as assigned, supporting the overall operations and efficiency of the Technology department.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:

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X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum three (3) years of administrative support or office clerical experience, preferably in a technology-focused or school district environment., OR a combination of education and experience totaling (4) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

- Associate's Degree or technical certification in Information Technology, Computer Science, or a related administrative field.
- One (1) year of experience in a technology department or help desk environment.
- Familiarity with common help desk ticketing systems or IT asset management software.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Working knowledge of general office administration procedures and record-keeping.
- Basic understanding of technology concepts, user access management, and equipment deployment.
- Familiarity with budget tracking and procurement processes.
- Customer service principles for assisting users with technology inquiries.
- Awareness of cyber security principles regarding access permissions.

Skills

- Strong verbal and written communication skills for phone support and email correspondence.
- Solid organizational skills for managing equipment, contracts, and records.
- Accurate data entry and attention to detail for user accounts and budget tracking.
- Proficiency in Microsoft Office Suite, particularly Excel for spreadsheets.
- Effective problem-solving skills for routine technical and administrative issues.
- Interpersonal skills for collaborating with HR, IT staff, and district employees.

Abilities

- Work effectively under general supervision.
- Prioritize and manage daily tasks efficiently.
- Learn and adapt to new technology systems and software quickly.
- Communicate technical information clearly to non-technical users.
- Maintain confidentiality of user data and security information.
- Collaborate effectively within a team environment.
- Provide accurate and timely administrative support.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
308 Stand		√	√	

Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√ 108
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		
General Environmental Conditions:				
Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.				
General Physical Conditions:				
Work can be generally characterized as:				
Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.				

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources **Date**

Job Classification History:
 Prepared by TS 5/2025
 Board Approval:
 Reviewed/updated:
 Reviewed/updated:

POSITION DESCRIPTION

Transportation Clerical

SECTION I: GENERAL INFORMATION

Position Title: Transportation Clerical	Department: Transportation
Immediate Supervisor's Position Title: Transportation Manager	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job:</p> <p>Under general supervision, the Transportation Clerical provides comprehensive administrative support to the district's Transportation Department, facilitating the safe and efficient movement of students. This role involves managing daily communications with transportation staff, parents, and schools, handling inquiries, and assisting with dispatch. This position includes maintaining accurate student and vehicle data, processing procurement requests, and ensuring records comply with state and federal transportation regulations. The Transportation Clerical contributes to the smooth operation of transportation services and assists staff in maintaining efficient and reliable student movement.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages primary communication for the Transportation Department, including answering high-volume phone calls, providing emergency dispatch support, and disseminating critical information to school staff and via Parent Square for delays, cancellations or schedule changes.
2.	Operates and maintains real-time radio communication with bus drivers and supervisors, providing directions, updates, and addressing immediate operational needs.
3.	Administers financial and procurement processes for the department, including receiving and processing bills, creating purchase orders, managing gas cards by vehicle, and processing household reimbursements for private school transportation.
4.	Maintains comprehensive driver and vehicle records, including medical cards, driver's licenses, and MVRs, ensuring all records are current and compliant on a monthly basis. Schedules necessary training as needed.
5.	Manages and updates various transportation-related data systems and spreadsheets, including student mileage for state reporting (FIT), vehicle mileage, driver compensation trip sheets, and preparing gasoline reports.
6.	Supports new transportation employee onboarding, providing training on essential systems.
7.	Compiles information from route surveys, bus safety and evacuations.
8.	Facilitates district field trips and athletic transportation, coordinating logistics, preparing necessary paperwork, and distributing vehicle keys to coaches.
9.	Ensures compliance with training mandates by verifying completion of online training and specialized state training for bus drivers and bus helpers.
10.	Serves as a primary point of contact for parents and schools regarding bus routes, assignments, and arrival/departure times, resolving inquiries and coordinating communications.
11.	Prepares and updates annual state transportation reports for various eligible riders (pre-kindergarten, kindergarten, regular education, special education).

- | | | |
|-----|---|-----|
| 13. | Provides direct support to drivers by presenting forms and assisting with setting up bus information. | 110 |
| 14. | Performs general administrative duties such as processing and filing all transportation correspondence, maintaining records of employee absences, and typing reports. | |
| 15. | Performs other related duties as assigned, contributing to the efficient operation of the Transportation Department. | |

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:

X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum five (5) years of progressively responsible administrative, operations, or office management experience, preferably in a transportation, logistics, or school district setting, demonstrating a strong understanding of complex operational environments, OR a combination of education and experience totaling six (6) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

None required.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Comprehensive knowledge of district transportation operations, dispatch procedures, and relevant state/federal transportation regulations.
- Understanding of financial administrative processes (e.g., procurement, budgeting, invoicing, expense tracking, payroll coordination).
- Proficiency in software systems and various communication platforms.
- Meticulous record-keeping and data management principles for compliance, auditing, and reporting.
- Expertise in utilizing spreadsheet software for complex data analysis, tracking, and reporting.
- Principles of emergency response and safety protocols related to student transportation.

Skills

- Exceptional verbal and written communication for critical dispatch and stakeholder interactions.
- Superior organizational and project management for diverse, high-volume tasks.
- Advanced analytical and problem-solving for complex operational and financial issues.
- Highly adept at multitasking and prioritizing in fast-paced, high-pressure environments.
- Meticulous attention to detail and accuracy in all administrative tasks.
- Strong interpersonal and conflict resolution for sensitive communications.
- Proficiency in reading and interpreting maps for route guidance.

Abilities

- Work independently with minimal supervision, demonstrating initiative and sound judgment.
- Adapt quickly to changing demands, emergencies, and regulatory updates.
- Communicate complex logistical and sensitive information clearly.
- Leverage multiple software systems simultaneously to optimize workflows.
- Maintain absolute confidentiality of sensitive information.
- Provide effective training and guidance to staff on transportation systems.
- Contribute to continuous improvement of departmental operations.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025
Board Approval: 06/17/2025
Reviewed/updated:
Reviewed/updated:

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report October 13, 2025 Committee Meeting BUDGET SUMMARY

REVENUES	25-26		25-26		25-26		25-26		10/10/2025	Percent spent 10/10/2025
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26	July - June	July - June	July - June	July - June			
General	1	\$ 134,020,612.52	\$ 137,502,407.11	\$ 21,598,013.57	\$ 15,225.55	\$ 115,889,167.99			16%	
Food Service	2	\$ 6,120,000.00	\$ 6,120,000.00	\$ 44,551.42	\$ -	\$ 6,075,448.58			1%	
Transportation	3	\$ 6,891,246.00	\$ 6,891,246.00	\$ 1,088,430.49	\$ -	\$ 5,802,815.51			16%	
Community Ed	4	\$ 8,187,495.00	\$ 8,187,495.00	\$ 860,371.12	\$ -	\$ 7,327,123.88			11%	
Operating Capital	5	\$ 3,016,924.00	\$ 3,016,924.00	\$ 366,691.09	\$ -	\$ 2,650,232.91			12%	
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -			#DIV/0!	
Debt Service Fund	7	\$ 27,857,301.00	\$ 27,857,301.00	\$ 1,083,078.57	\$ -	\$ 26,774,222.43			4%	
Trust Fund	8	\$ 320,000.00	\$ 320,000.00	\$ -	\$ -	\$ 320,000.00			0%	
Dental Insurance Fund	20	\$ 959,836.00	\$ 959,836.00	\$ 256,028.09	\$ -	\$ 703,807.91			27%	
Student Acitivity	79	\$ 313,509.00	\$ 313,509.00	\$ 68,644.48	\$ -	\$ 244,864.52			22%	
REVENUES	TOTALS:	\$ 187,686,923.52	\$ 191,168,718.11	\$ 25,365,808.83	\$ 15,225.55	\$ 165,787,683.73	\$ -		13%	

EXPENSES	25-26		25-26		25-26		25-26				
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED				BUDGET BALANCE
	FUND	Jul-25	JULY 25-26	July - June	July - June	July - June	July - June				
General	1	\$ 128,823,880.11	\$ 129,180,229.86	\$ 25,217,585.60	\$ 5,099,761.30	\$ 98,862,882.96			23%		
Food Service	2	\$ 6,095,464.00	\$ 6,095,464.00	\$ 547,497.89	\$ 2,968,212.68	\$ 2,579,753.43			58%		
Transportation	3	\$ 7,101,407.00	\$ 7,864,200.00	\$ 1,251,208.68	\$ 559,779.41	\$ 6,053,211.91			23%		
Community Ed	4	\$ 7,725,252.00	\$ 7,725,252.00	\$ 1,296,920.35	\$ 92,470.32	\$ 6,335,861.33			18%		
Operating Captial	5	\$ 7,035,624.00	\$ 7,035,624.00	\$ 2,818,363.42	\$ 723,728.00	\$ 3,493,532.58			50%		
Building Construction	6	\$ -	\$ -	\$ 1,519,061.03	\$ 477,016.26	\$ (1,996,077.29)			#DIV/0!		
Debt Service Fund	7	\$ 27,394,520.00	\$ 27,394,520.00	\$ 1,356,834.57	\$ -	\$ 26,037,685.43			5%		
Trust Fund	8	\$ 270,842.00	\$ 270,842.00	\$ -	\$ -	\$ 270,842.00			0%		
Dental Insurance Fund	20	\$ 1,025,548.00	\$ 1,025,548.00	\$ 389,754.19	\$ -	\$ 635,793.81			38%		
Student Acitivity	79	\$ 311,758.00	\$ 311,758.00	\$ 62,973.23	\$ 14,215.40	\$ 234,569.37			25%		
EXPENSES	TOTALS	\$ 185,784,295.11	\$ 186,903,437.86	\$ 34,460,198.96	\$ 9,935,183.37	\$ 142,508,055.53	\$ -		24%		

Extra Curricular Fund 01 Prog 298
Revenue \$ 39,673.78
Expense \$ 75,673.09

**Fundraisers Reported
September 2025**

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
Congdon	5th Grade	\$8,000.00	Wolf Ridge Calendars
Denfeld	Josh Borchardt will be fundraising throughout the year from Oct 18 - March 1 through public speaking engagements and direct donations from participants	\$5,000.00	Community fundraiser for the March BWCAW Dogsledding trip through Wintergreen Dogsled Lodge, \$5,000 fundraising goal.
Denfeld	Denfeld Cheer	\$250.00	Dine to donate
Denfeld	National Honor Society	\$2,700.00	Selling ribbons for cancer awareness
Denfeld	Fine Arts Booster Club	\$1,000.00	Selling Poinsettias and Wreaths
Districtwide	K.E.Y. Zone	\$4,500.00	We will have a thermometer goal to raise money with group prizes at each level such as dress up days. Funds will go towards scholarships for K.E.Y. Zone youth.
East	Duluth East Bands	\$575.00	Betty's Pies Fundraiser for band tour to New Orleans in March of 2026
East	Duluth East A'Capella Choir	\$1,000.00	Christmas Wreaths (Jen's Wreaths)
Lester Park	School-wide	\$32,000.00	Fun Run
Lester Park	4th Grade	\$1,000.00	Selling Pizza at PTA Halloween Dance to earn money for 2026 5th Grade Wolf Ridge Trip

Lincoln Park	Media Center	\$1,000.00	Scholastic Book Fair
Lincoln Park	6 th Grade	\$2,000.00	GiveMN donations for 7th grade field trips and education experiences
Lincoln Park	7 th Grade	\$2,500.00	Crowd Funding through GiveMN.org to provide experiential learning experiences and celebrations to students. This can include field trips, guest speakers and other opportunities as they arise.
Lincoln Park	8 th Grade	\$2,500.00	Crowd Funding through GiveMN.org to provide experiential learning experiences and celebrations to students. This can include field trips, guest speakers and other opportunities as they arise.
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.
Ordean-East	Classroom	\$3,000.00	Donations for seats on MN Fund Me
Ordean-East	Library	\$1,500.00	Scholastic Book Fair
Stowe	School forest	\$100.00	Food Truck called "Loose Caboose" donating 10% of sales (attending Stowe's Trunk or Treat event)

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

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: **BID 1341 26' ROOF REPLACEMENT PROJECT – DNT BUILDING**
Date: October 3, 2025

RFP is for a 2026 Roof Replacement to include materials and services.

Three (3) vendors were involved, with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
GARLAND/DBS INC.	\$1,298,436.00
w/MCDOWALL COMPANY INSTALL	
BERWALD ROOFING COMPANY INC	\$1,416,384.00
PALMER WEST CONSTRUCTION COMPANY	\$1,521,060.00

The Facilities Department reviewed the submitted bids from Omnia Partners.

Bryan Brown, Manager of Facilities, recommends accepting and rewarding the bid meeting specifications as submitted by GARLAND/DBS INC for the amount of **\$1,298,436.00**.

Program: Facilities

Fund Custodian: Bryan Brown, Manager of Facilities

Kelly Durick Eder, Board Chair



Garland/DBS, Inc.
 3800 East 91st Street
 Cleveland, OH 44105
 Phone: (800) 762-8225
 Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Duluth Public Schools
 DNT Building
 424 West First Street
 Duluth, MN 55802

Date Submitted: 09/30/2025
 Proposal #: 25-MN-250956
 MICPA # PW1925

Package # 1341 - 26' Roof Replacement Project - DNT Building

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

1. **Tear Off & Preparation** – all bidding contractors are responsible to field measure and verify existing core data as needed to accurately bid the project.
 - a. **Section A,B,C,F,H** - Remove the existing roof system and sheet metal down to the deck. Dispose of all debris in a certified landfill. Sweep deck clean of all debris.
 - b. **Section D,E,G** – Remove the existing roof system down to the top surface of insulation. Replace any wet insulation per the unit price found on the bid form with matching type & thickness.
2. **New Insulation** – All roof sections must have a minimum R-35. All insulation shall be mechanically fastened to the deck to Factory Mutual standards including perimeter and corner enhancements.
 - a. **Section A,B,C,H** – Install new tapered polyisocyanurate insulation at a minimum slope of 1/8" per foot throughout the entire field of the roof.
 - b. **Section F** – Install new flat polyisocyanurate insulation throughout the entire field of the roof. Install wood back-nailers 8' on center. Nailers shall be set flush with the top surface of polyisocyanurate.
 - c. **Section D,E** – Install additional flat polyisocyanurate insulation in order to meet or exceed R-35, existing & new combined.

- d. Section G – Install an additional tapered polyisocyanurate insulation at a minimum slope of 1/8" per foot throughout the entire field of the roof to meet or exceed R-35, existing & new combined.
- 3. **Taper / Sumps / Crickets** – All interior roof drains must have a minimum sump of 12'x12' for single bowls and 12'x16' for double bowl applications. All tapered crickets must slope twice that of the field of the roof and carry a 2 to 1 length to width size ratio. All curbs in excess of 24"x24" must have crickets on the high side.
- 4. **Recovery Board** - Install ½" wood fiber recovery board set into solid moppings of hot asphalt. Stagger all insulation joints from underlying layers.
- 5. **Roof System** - Install the new modified bitumen roof system & flashings as specified.
 - a. Section F – This section must be installed using Type IV hot asphalt & back nailing requirements.
 - b. Section A,B,C,D,E,G,H – These sections must be installed using Type III hot asphalt.
- 6. **Surfacing** - Install the new flood coat and gravel surfacing at specified.
- 7. **Sheet Metal** - Install new 24ga. Prefinished sheet metal throughout the perimeter and projections as shown in the detailed drawings meeting or exceeding ANSI-SPRI requirements. Maximum allowable exterior face is 8". All sheet metal must extend down to the field of the roof. NO EXPOSED FLASHINGS ALLOWED.

Proposal Price Based Upon Market Experience: \$ 1,298,436

Garland/DBS Price Based Upon Local Market Competition:

McDowall Company	\$ 1,298,436
Berwald Roofing Company, Inc.	\$ 1,416,384
Palmer West Construction Company, Inc.	\$ 1,521,060

Unforeseen Site Conditions:

Wet Insulation Replacement	\$ 4.56 per Bd. Ft.
Wood Decking Replacement	\$ 17.10 per Sq. Ft.
Metal Decking Replacement	\$ 34.20 per Sq. Ft.

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Mechanical and Electrical work is excluded.
2. Masonry work is excluded.
3. Interior Temporary protection is excluded.
4. Prevailing Wages are included.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662

INDEPENDENT SCHOOL DISTRICT NO. 709

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

MEMORANDUM

To: Simone Zurich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: RFP – 330 ROOF REPLACEMENT PROJECT – STOWE
Date: October 3, 2025

RFP is for a 2026 Roof Replacement to include materials and services.

Five (5) vendors were involved, three (3) responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
GARLAND/DBS INC.	\$3,484,090.00
w/PALMER WEST CONSTRUCTION COMPANY INSTALL	
BERWALD ROOFING COMPANY INC	\$4,286,292.00
MCDOWALL COMPANY	\$5,579,976.00
AW KUETTEL & SONS INC	NO BID SUBMITTED
JAMAR COMPANY	NO BID SUBMITTED

The Facilities Department reviewed the submitted bids from Omnia Partners.

Bryan Brown, Manager of Facilities, recommends accepting and rewarding the RFP meeting specifications as submitted by GARLAND/DBS INC for the amount of **\$3,484,090.00**.

Program: Facilities

Fund Custodian: Bryan Brown, Manager of Facilities

Kelly Durick Eder, Board Chair



Garland/DBS, Inc.
 3800 East 91st Street
 Cleveland, OH 44105
 Phone: (800) 762-8225
 Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Duluth Public Schools
 Stowe Elementary School
 715 101st Ave W
 Duluth, MN 55808

Date Submitted: 09/30/2025
 Proposal #: 26-MN-250026
 MICPA # PW1925

RFP #330 - 26' Roof Replacement Project - Stowe Elementary School

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: All Roof Sections **Flat Roofs**

1. Tear Off & Preparation – all bidding contractors are responsible to field measure and verify existing core data as needed to accurately bid the project. Remove the existing roof system and sheet metal down to the top surface of insulation. Dispose of all debris in a certified landfill. Any wet insulation shall be replaced per the unit price found on the bid form. Proper change notice form must be submitted and signed for approval.
2. New Insulation - Calculate the R-value for the existing insulation. Install additional polyisocyanurate to meet or exceed R-35 (existing & new combined).
3. Install tapered saddles, crickets, 12'X12' scupper sumps to ensure positive drainage throughout the entire roof area. Crickets and saddles shall slope twice that of the field of the roof, ¼" per foot. Mechanically fasten insulation according to Factory Mutual standards including perimeter & corner enhancements. Contractor to submit insulation shop drawings upon request.
4. Install ½" wood fiber recovery board set into solid moppings of Type III hot asphalt. Stagger all insulation joints from underlying layers.
5. Install the new modified bitumen roof system as specified.
6. Install the new modified bitumen flashings as specified.
7. Install the new flood coat and gravel surfacing as specified.

- 8. Install new 24ga. Prefinished sheet metal throughout the perimeter and projections as shown in the detailed drawings meeting or exceeding ANSI-SPRI requirements. Maximum allowable face is 8". All sheet metal must extend down to the field of the roof. NO EXPOSED FLASHINGS ALLOWED.

Standing Seam

- 1. Remove the existing sheet metal trim pieces & roof panels. Also remove any existing underlayment not adhered to the underlying substrate. Insure a smooth clean substrate upon completion.
- 2. Prime the field of the roof with Carlisle CCW-702 primer. Install one layer of Rmer Seal self adhering underlayment throughout the entire field of the roof.
- 3. Install the new 16" standing seam roof system as specified using bearing plates at all clip locations.
- 4. Install new 24ga. Prefinished sheet metal throughout the perimeter and projections as shown in the detailed drawings meeting or exceeding ANSI-SPRI requirements. Maximum allowable face is 8". All sheet metal must extend down to the field of the roof. NO EXPOSED FLASHINGS ALLOWED.

BASE BID:

Proposal Price Based Upon Market Experience:	\$ 3,484,090
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Garland/DBS Price Based Upon Local Market Competition (BASE BID):

Palmer West Construction Company, Inc.	\$ 3,484,090
Berwald Roofing Company, Inc.	\$ 4,286,292
McDowall Company	\$ 5,579,976
AW Kuettel & Sons, Inc.	No Bid Submitted
Jamar Company	No Bid Submitted

Skylight Work:

Proposal Price Based Upon Market Experience:	\$ 72,237
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Garland/DBS Price:

W.L. Hall Co.	\$ 72,237
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Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Mechanical and Electrical work is excluded.
2. Masonry work is excluded.
3. Interior Temporary protection is excluded.
4. Prevailing Wages are included.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662

\$38,664,948.70

**INDEPENDENT SCHOOL DISTRICT NO. 709
(DULUTH PUBLIC SCHOOLS), MINNESOTA**

**GENERAL OBLIGATION CAPITAL APPRECIATION FACILITIES MAINTENANCE BONDS,
SERIES 2025A**

BOND PURCHASE AGREEMENT

October 8, 2025

Independent School District No. 709 (Duluth Public Schools) St. Louis County, MN
Mr. John Magas, Superintendent, Ms. Simone Zunich, Executive Director of Business Services and
Finance Manager and School Board Officer
709 Portia Johnson Drive
Duluth, MN 55802

Mr. Magas, Ms. Zunich and School Board Officer:

The undersigned, Robert W. Baird & Co. Incorporated (the "Underwriter") offers to enter into the following purchase agreement (this "Bond Purchase Agreement") with Independent School District No. 709 (Duluth Public Schools) St. Louis County, MN (the "Issuer") which, upon the Issuer's acceptance of this offer, will be binding upon the Issuer and the Underwriter. This offer is made subject to the Issuer's acceptance of this Bond Purchase Agreement, which acceptance shall be evidenced by the execution of this Bond Purchase Agreement by the Superintendent or Executive Director of Business Services and Finance Manager and an officer of the Board of the Issuer, on or before 10:00 A.M., Central Time, on October 9, 2025. Upon such acceptance, execution and delivery, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Underwriter. Except as expressly otherwise defined herein, capitalized terms used herein shall have the same meanings as set forth in the Parameters Resolution and Ratifying/Awarding Resolution (referred to collectively herein as the "Resolutions") or the Preliminary Official Statement (each as defined below).

1. Purchase and Sale. (a) Upon the terms and conditions and based on the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the \$38,664,948.70 aggregate principal amount of the Issuer's General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A (the "Bonds"), dated November 5, 2025, the date of payment for and the delivery of the Bonds (such payment and delivery being herein sometimes called the "Closing"). The purchase price for the Bonds shall be \$40,864,678.50 (principal amount of the Bonds, plus premium of \$2,835,292.30, less underwriter's discount of \$635,562.50) (the "Purchase Price"). The Underwriter shall pay the Purchase Price for the Bonds on the day of the Closing by wiring \$40,864,678.50, at the Issuer's direction, to the Issuer's account.

(b) The Bonds are authorized under Minnesota Statutes, Chapter 475 and Section 123B.595. The Bonds will be issued and secured pursuant to a Ratifying/Awarding Resolution that the Issuer intends to adopt at its next regularly scheduled school board meeting. The Parameters Resolution adopted on July 22, 2025 authorized the Superintendent or Executive Director of Business Services and

Finance Manager and an officer of the Board to approve the sale of Bonds by signing the Bond Purchase Agreement. Upon approval by the Superintendent or Executive Director of Business Services and Finance Manager and an officer of the Board, the school board, by the same resolution, is authorized to ratify the sale of the Bonds at its next regularly scheduled meeting.

(c) The Bonds are general obligations of the Issuer secured by an irrevocable pledge of the Issuer's full faith, credit, and taxing power. The Bonds shall be dated November 5, 2025, shall mature on the dates and in the amounts, shall bear interest at the rates and shall have the terms stated in Exhibit B attached hereto.

(d) The proceeds received by the Issuer from the sale of the Bonds will be used to (i) finance deferred maintenance projects, including, but not limited to (a) Building Envelope, (b) Electrical, (c) Mechanical Systems, (d) Plumbing, and (e) Roof Systems, as set out in the District's Ten-Year Facilities Maintenance Plan dated July 22, 2025 and (ii) pay costs associated with issuance of the Bonds.

2. Sale of All the Bonds; Offering. It shall be a condition to the Issuer's obligation to sell and deliver the Bonds to the Underwriter, and to the obligation of the Underwriter to purchase and accept delivery of the Bonds, that the entire principal amount of the Bonds is sold and delivered by the Issuer and accepted and paid for by the Underwriter at the Closing. The Underwriter intends to make a bona fide public offering of all the Bonds at a price or prices not in excess of the initial public offering price or prices set forth on the inside front cover page of the Official Statement. The Bonds may be offered and sold to certain dealers (including dealers depositing such Bonds into investment trusts or mutual funds) at prices lower than such public offering prices. The Underwriter reserves the right to make such changes in such prices as the Underwriter shall deem necessary in connection with the offering of the Bonds.

3. Official Statement. The Issuer hereby ratifies and approves the Preliminary Official Statement dated October 2, 2025 (the "Preliminary Official Statement"), and consents to its distribution and use by the Underwriter prior to the date hereof in connection with the public offering and sale of the Bonds. The Issuer confirms that the Preliminary Official Statement was "deemed final" by the Issuer as of its date for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule").

Upon acceptance of this offer, the Issuer shall prepare a final Official Statement and shall, within the earlier of seven (7) business days following the date hereof or two business days prior to the Closing Date (as hereinafter defined), deliver to the Underwriter an electronic version (pdf) of such final Official Statement (such final Official Statement, together with any amendment or supplement thereto, being the "Official Statement") as may reasonably be required by the Underwriter in order to comply with the Rule and any applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Issuer hereby authorizes and approves the Official Statement and consents to the use and distribution of the Official Statement by the Underwriter in connection with the public offering and sale of the Bonds. At the time of or prior to the Closing, the Underwriter will file, or cause to be filed, the Official Statement with the MSRB. In addition, the Issuer hereby approves and consents to the electronic distribution of the Official Statement.

4. Closing. At 9:00 a.m., Central Time, November 5, 2025, or at such other time or date as the Issuer and the Underwriter shall mutually agree upon (the "Closing Date"), the Issuer shall (a) deliver or cause to be delivered, through the custody of The Depository Trust Company, New York, New York ("DTC"), or at such place as the Underwriter and the Issuer shall mutually agree upon, for the account of the Underwriter, the Bonds duly executed by the Issuer in fully registered form, bearing proper CUSIP numbers, and registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds; and (b) deliver or cause to be delivered, to the Underwriter at Milwaukee, Wisconsin, or at such other place as the Issuer and the Underwriter may mutually agree upon, the closing

documents. Concurrently with the delivery of the Bonds and the closing documents at the Closing, subject to the conditions contained herein, the Underwriter will accept such delivery and will pay the purchase price of the Bonds to the order or account of the Issuer in the amount set forth in Exhibit A hereof by wire transfer in immediately available funds. The Closing shall take place at the offices of the Issuer. The Bonds shall be available for inspection by the Underwriter at least two business days prior to Closing.

5. Closing Conditions/Right to Cancel. The Underwriter enters into this Agreement in reliance upon the Issuer's representations and agreements herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Agreement are and shall be subject to the following additional conditions:

(a) At the time of the Closing, the Resolutions shall be in full force and effect and neither the Resolutions or the Official Statement shall have been amended, modified or supplemented, except as may have been approved in writing by the Underwriter, and the Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and the Issuer shall have duly adopted, and there shall be in full force and effect, such other resolutions and agreements or instruments as, in the opinion of Fryberger, Buchanan, Smith & Frederick, P.A. ("Bond Counsel"), shall be necessary in connection with the transaction contemplated hereby.

(b) The Bonds, as set forth in Section 5, shall be deposited with DTC.

(c) The Underwriter shall have the right to cancel its obligation to purchase the Bonds at the time of Closing if any of the documents, certificates or opinions to be delivered to the Underwriter hereunder is not delivered at the time of Closing or if, between the date hereof and the time of Closing, one or more of the following occurs:

(i) Legislation (whether or not yet introduced in Congress of the United States ("Congress")) shall be enacted or be actively considered for enactment by the Congress or recommended to the Congress by the President of the United States or favorably reported for passage to either House of Congress by any committee of such House, or a conference committee of both Houses, to which such legislation had been referred for consideration, or a decision by a federal court of the United States or the United States Tax Court shall be rendered, or an order, ruling, regulation or official statement by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or other governmental agency shall be made or proposed, or a release or official statement made by the President of the United States or by the Treasury Department of the United States or the Internal Revenue Service, with respect to federal taxation upon revenues or other income of the general character to be derived by the Issuer or upon interest received on obligations of the general character of the Bonds which in the Underwriter's judgment, materially adversely affects the market for the Bonds; or

(ii) Legislation shall hereafter be enacted or actively considered for enactment or introduction, with an effective date on or prior to the Closing, or a decision by a court of the United States shall be rendered or a stop order, ruling, regulation or proposed regulation by or on behalf of the Securities and Exchange Commission or other agency having jurisdiction shall be made, to the effect that the issuance, sale and delivery of the Bonds, or any other obligations of any similar public body of the general character of the Issuer is in violation of the Securities Act of 1933, as amended, of the Securities Exchange Act of 1934, as amended, or of the Trust Indenture Act of 1939, as amended or with the purpose or effect of otherwise prohibiting the issuance, sale or delivery of the Bonds, as contemplated hereby, or of obligations of the general character of the Bonds; or

(iii) There shall have occurred any outbreak or escalation of hostilities or other national or international calamity or crisis, the effect of such outbreak, calamity or crisis on the financial markets of the United States being such as, in the Underwriter's judgment, would make it impracticable for the Underwriter to deliver the Bonds; or

(iv) There shall be in force a general suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction; or

(v) A general banking moratorium shall have been declared by federal, Minnesota or New York authorities having jurisdiction, and be in force, or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement; or

(vi) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect and requires an amendment of or supplement to the Official Statement and the effect of which, in the judgment of the Underwriter, would materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Bonds; or

(vii) either Fitch Ratings, Moody's Investors Service, Inc. ("Moody's") or Standard & Poor's Global Ratings ("S&P") shall have taken any action to lower, suspend or withdraw their respective ratings on the Bonds or any general obligations of the Issuer and such action, in the opinion of the Underwriter, would adversely affect the market price or marketability of the Bonds;

(d) At the Closing, the Underwriter shall receive the following documents:

(i) Duly certified copies of the Resolutions;

(ii) The approving opinion of Bond Counsel in the form set forth in Appendix A of the Official Statement in form and substance satisfactory to the Underwriter each of which shall be dated the Closing Date;

(iii) A certificate, dated the date of Closing, of the duly authorized representative(s) or officer(s) of the Issuer and in form and substance satisfactory to the Underwriter, to the effect that (A) the representations and agreements of the Issuer herein are true and correct in all material respects as of the date of Closing; (B) the financial information relating to the Issuer provided to the Underwriter presents fairly the financial position of the Issuer as of the date indicated therein and the results of its operations for the period specified therein and the financial statements from which such information was derived have been prepared in accordance with applicable law with respect to the period involved; (C) since June 30, 2020, there has not been any material adverse change in the financial condition of the Issuer taken as a whole or no increase in the Issuer's indebtedness for borrowed money, other than as previously disclosed to the Underwriter; (D) there are not pending or, to such officials' knowledge, threatened legal proceedings that will materially adversely affect the transactions contemplated hereby or by the Resolution, or the validity or enforceability of the Bonds, or the security therefor; and (E) the

Issuer has complied with all agreements and satisfied all the conditions on its part required to be performed or satisfied at or prior to the Closing, other than those specified hereunder that have been waived by the Underwriter;

- (iv) An electronic version (pdf) of the Official Statement as executed by the Issuer;
- (v) An electronic version (pdf) of the Continuing Disclosure Agreement;
- (vi) One counterpart original of a transcript of all proceedings relating to the authorization and issuance of the Bonds;
- (vii) Specimen Bonds or a copy of the Bond(s) delivered;
- (viii) A certificate, dated the date of Closing, of the duly authorized representative(s) or officer(s) of the Issuer to the effect that the information contained in the Official Statement as of the date of Closing is correct in all material respects;
- (ix) A certificate, dated the date of the Closing, of the duly authorized representative(s) or officer(s), with a copy of the Resolutions attached, to the effect that the Resolutions has been duly adopted and remains in full force and effect;
- (x) Federal tax form 8038 prepared with respect to the Bonds and ready for filing;
- (xi) The Tax Certificate of the Issuer in form and content reasonably satisfactory to the Underwriter;
- (xii) Evidence that Moody's Investor Services has issued an Underlying Rating of not less than A3 and a MN School District Credit Enhanced Rating of not less than Aa1;
- (xiii) Such additional legal opinions, certificates, proceedings, instruments and other documents, as the Underwriter or legal counsel to the Underwriter may reasonably request to evidence compliance by the Issuer with legal requirements relating to the issuance of the Bonds, the truth and accuracy, as of the date of Closing, of all representations contained herein and the due performance or satisfaction by the Issuer at or prior to the date of Closing of all agreements then to be performed and all conditions then to be satisfied as contemplated under this Bond Purchase Agreement and the Resolutions.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Issuer nor the Underwriter shall have any further obligations hereunder, except that Sections (6) and (7) and the representations and warranties of the Issuer contained herein (as of the date made) will continue in full force and effect.

6. Survival. All representations, warranties and agreements of the Issuer set forth in or made pursuant to this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds.

7. Payment of Expenses. The Issuer shall pay, out of the proceeds of the Bonds or from its own funds, any expenses incident to the performance of its obligations hereunder, including but not limited to: (i) the fees and disbursements of Bond Counsel, counsel for the Issuer, (ii) the fees and disbursements of any auditors and other experts retained by the Issuer; (iii) fees charged by the rating agencies for the

rating of the Bonds; (iv) costs and fees of obtaining CUSIP number(s) assigned for the Bonds; (v) costs and fees for the Bonds' DTC-eligibility; (vi) IPREO (electronic book-running/sales order system) charges, and day loan charges (currently at the rate of 1% per annum of the par amount); (vii) the cost of qualifying the Bonds under the laws of such jurisdictions as the Underwriter may designate, including filing fees and fees and disbursements of counsel for the Underwriter in connection with such qualification and the preparation of Blue Sky Memoranda; and (viii) all other expenses incident to the performance of its obligations under the offering. If the Bonds are not sold by the Issuer to the Underwriter, the Issuer shall pay all such expenses incident to the performance of the Issuer's obligations hereunder as provided in this Section. Notwithstanding the foregoing, the Underwriter shall be responsible for paying all fees to the MSRB in connection with the issuance of the Bonds.

8. Indemnification. The School Board has not authorized, and the Issuer is not specifically authorized under Minnesota law to indemnify the Underwriter. The Issuer agrees, that to the extent it becomes authorized to indemnify the Underwriter, it shall indemnify and hold harmless the Underwriter, the directors, officers, employees and agents of the Underwriter and each person who controls any Underwriter within the meaning of either the Securities Act of 1933, as amended (the "Securities Act") or the Securities Exchange Act of 1934, as amended (the "Exchange Act") against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement, the Official Statement (or in any supplement or amendment thereto), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. This indemnity agreement will be in addition to any liability which the Issuer may otherwise have.

Promptly after receipt by an indemnified party of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

In the event that the indemnity provided herein is unavailable or insufficient to hold harmless an indemnified party for any reason the Issuer and the Underwriter agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) to which the Issuer and one or more of the Underwriter may be subject in such proportion as is appropriate to reflect the relative benefits received by the Issuer on the one hand and by the Underwriter on the other from the offering. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Issuer and the Underwriter shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer on the one hand and of the Underwriter on the other in connection with the statements or omissions which resulted in such Losses, as well as any other relevant equitable considerations. In no case shall the Underwriter (except as may be provided in any agreement among the Underwriter relating to the offering) be responsible for any amount in excess of the purchase discount or fee applicable to the Bonds purchased by the Underwriter hereunder. Benefits received by the Issuer shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriter shall be deemed to be equal to the total purchase discounts and commissions in each case set forth on the cover of the Official Statement. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Issuer on the one hand or the Underwriter on the other, the intent of the parties and their relative knowledge, information and opportunity to correct or prevent such untrue statement or omission. The Issuer and the Underwriter agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Each person who controls an Underwriter within the meaning of either the Securities Act or the Exchange Act and each director, officer, employee and agent of an Underwriter shall have the same rights to contribution as the Underwriter, and each person who controls the Issuer within the meaning of either the Securities Act or the Exchange Act and each official, director, officer and employee of the Issuer shall have the same rights to contribution as the Issuer, subject in each case to the applicable terms and conditions of this paragraph.

9. Notices. Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing or by telex or telecopy to the address shown below, and any notice under this Bond Purchase Agreement to the Underwriter may be given by delivering the same in writing to the Underwriter as follows:

Independent School District No. 709 (Duluth Public Schools) St. Louis County, MN
 Attention: Simone Zunich, Executive Director of Business Services and Finance Manager
 709 Portia Johnson Drive
 Duluth, MN 55802

Robert W. Baird & Co. Incorporated
 Attention: Michael Hoheisel, Managing Director
 7755 3rd Street North, Suite 400
 Oakdale, MN 55128

10. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

11. Effectiveness. This Bond Purchase Agreement shall become effective upon the acceptance hereof by the Issuer.

12. Arm's-Length Transaction. The Issuer acknowledges and agrees that the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, acting solely as a principal and not as a municipal advisor, financial advisor or agent of the Issuer. The Underwriter has not assumed a financial advisory responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement, it being the Issuer's understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities. The Underwriter has provided to the Issuer prior disclosures regarding their role as underwriters, their compensation, any potential or actual material conflicts of interest, and material financial characteristics and material financial risks associated with the transaction to the extent required by MSRB rules. The Underwriter hereby notifies the Issuer that the Underwriter is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), the Underwriter is not an agent of the Issuer, and the Underwriter does not have a fiduciary duty to the Issuer in connection with the matters contemplated by this Agreement. The Issuer has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

13. Miscellaneous. (a) If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be inoperative, invalid or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

(b) This Bond Purchase Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

(c) This Bond Purchase Agreement is made solely for the benefit of is binding on Issuer and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. It is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by both of the parties hereto.

(d) Under this Bond Purchase Agreement, the Underwriter is acting as a principal and not as agent or fiduciary, and the Underwriter's engagement is as an independent contractor and not in any other capacity. The Issuer agrees that it is solely responsible for making its own judgments in connection with the offering of the Bonds regardless of whether the Underwriter has or is currently advising the Issuer on related or other matters.

14. Electronic Signatures. The parties agree that the electronic signature of a party to this Bond Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Bond Purchase Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

In addition, the parties to this Bond Purchase Agreement acknowledge that (i) certain legal documents are being executed and delivered by the Issuer through the use of electronic documents signing programs, and (ii) if this Bond Purchase Agreement is signed by way of a digital signature of an authorized representative of the Issuer provided by DocuSign (or such other digital signature provider as specified in

writing by the Issuer to the parties to this Bond Purchase Agreement) in English, then such signature is a valid and binding signature of the authorized representative of the Issuer.

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Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

By:

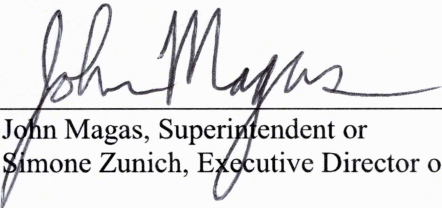


Michael Hoheisel, Managing Director

*Underwriter Signature Page for Bond Purchase Agreement
\$38,664,948.70 General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A*

Accepted and agreed to as
of the date first above written:

**INDEPENDENT SCHOOL DISTRICT NO. 709
(DULUTH PUBLIC SCHOOLS) ST. LOUIS COUNTY, MN**

By: 
John Magas, Superintendent or
Simone Zurich, Executive Director of Business Services and Finance Manager

By: 
School Board Officer, Name and Title

*Issuer Signature Page for Bond Purchase Agreement
\$38,664,948.70 General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A*

EXHIBIT A – ADDITIONAL BORROWING INFORMATION

Sources and Uses of Funds

Sources:	
Bond Proceeds:	
Par Amount	38,664,948.70
Premium	2,835,292.30
	41,500,241.00
Uses:	
Project Fund Deposits:	
Project Fund	38,660,200.00
Additional Proceeds for the Project Fund	2,139,428.58
	40,799,628.58
Cost of Issuance:	
Legal Opinion (Fryberger)	23,000.00
Rating Agency (Moody's)	33,750.00
Paying Agent (U.S. Bank)	2,850.00
Pricing Agent (Blue Rose)	2,100.00
Underwriter's Expenses	3,349.92
	65,049.92
Underwriter's Discount:	
Underwriter's Discount	635,562.50
	41,500,241.00

Bond Summary Statistics

Dated Date	11/05/2025
Delivery Date	11/05/2025
First Coupon	02/01/2026
Last Maturity	02/01/2034
Arbitrage Yield	3.269462%
True Interest Cost (TIC)	3.521152%
All-In TIC	3.547360%
Average Life (years)	6.221
Weighted Average Maturity (years)	6.226
Duration of Issue (years)	6.234
Par Amount	38,664,948.70
Bond Proceeds	41,500,241.00
Total Interest	
Net Interest	(2,199,729.80)
Bond Years from Dated Date	240,519,329.23
Bond Years from Delivery Date	240,519,329.23
Total Debt Service	50,845,000.00
Maximum Annual Debt Service	13,700,000.00
Average Annual Debt Service	6,171,341.87

Debt Service Schedule

Period Ending	Principal	Coupon	Interest	Compounded Interest	Debt Service
02/01/2029	1,644,405.20	4.42724%		250,594.80	1,895,000
02/01/2030	1,578,121.00	4.42724%		321,879.00	1,900,000
02/01/2031	10,891,500.00	4.42724%		2,808,500.00	13,700,000
02/01/2032	10,424,878.00	4.42724%		3,275,122.00	13,700,000
02/01/2033	9,978,121.00	4.42724%		3,721,879.00	13,700,000
02/01/2034	4,147,923.50	4.42724%		1,802,076.50	5,950,000
	38,664,948.70		0	12,180,051.30	50,845,000

Pricing Summary

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Principal per \$5,000 at Maturity	CAB Value at Maturity	Premium (-Discount)	Principal Cost
Premium Capital Appreciation Bonds:									
	02/01/2029	1,644,405.20	4.42724%	2.940%	90.980	4,338.80	1,895,000	79,665.80	1,724,071.00
	02/01/2030	1,578,121.00	4.42724%	3.000%	88.141	4,152.95	1,900,000	96,558.00	1,674,679.00
	02/01/2031	10,891,500.00	4.42724%	3.090%	85.159	3,975.00	13,700,000	775,283.00	11,666,783.00
	02/01/2032	10,424,878.00	4.42724%	3.200%	82.031	3,804.70	13,700,000	813,369.00	11,238,247.00
	02/01/2033	9,978,121.00	4.42724%	3.400%	78.344	3,641.65	13,700,000	755,007.00	10,733,128.00
	02/01/2034	4,147,923.50	4.42724%	3.520%	75.014	3,485.65	5,950,000	315,409.50	4,463,333.00
		38,664,948.70					50,845,000	2,835,292.30	41,500,241.00
	Dated Date				11/05/2025				
	Delivery Date				11/05/2025				
	First Coupon				02/01/2026				
	Par Amount				38,664,948.70				
	Premium				2,835,292.30				
	Production				41,500,241.00	107.332978%			
	Underwriter's Discount				(635,562.50)	(1.643769%)			
	Purchase Price				40,864,678.50	105.689209%			
	Accrued Interest								
	Net Proceeds				40,864,678.50				

Bond Accreted Value Table

Date	Premium Capital Appreciation Bonds 02/01/2029 2.94%	Premium Capital Appreciation Bonds 02/01/2030 3%	Premium Capital Appreciation Bonds 02/01/2031 3.09%	Premium Capital Appreciation Bonds 02/01/2032 3.2%	Premium Capital Appreciation Bonds 02/01/2033 3.4%	Premium Capital Appreciation Bonds 02/01/2034 3.52%
11/05/2025	4,549.00	4,407.05	4,257.95	4,101.55	3,917.20	3,750.70
02/01/2026	4,580.80	4,438.55	4,289.25	4,132.80	3,948.90	3,782.10
08/01/2026	4,648.15	4,505.10	4,355.55	4,198.90	4,016.00	3,848.65
02/01/2027	4,716.45	4,572.70	4,422.80	4,266.10	4,084.30	3,916.40
08/01/2027	4,785.80	4,641.30	4,491.15	4,334.35	4,153.70	3,985.35
02/01/2028	4,856.15	4,710.90	4,560.55	4,403.70	4,224.35	4,055.50
08/01/2028	4,927.55	4,781.55	4,631.00	4,474.15	4,296.15	4,126.85
02/01/2029	5,000.00	4,853.30	4,702.55	4,545.75	4,369.20	4,199.50
08/01/2029		4,926.10	4,775.20	4,618.50	4,443.45	4,273.40
02/01/2030		5,000.00	4,849.00	4,692.40	4,519.00	4,348.60
08/01/2030			4,923.90	4,767.45	4,595.80	4,425.15
02/01/2031			5,000.00	4,843.75	4,673.95	4,503.05
08/01/2031				4,921.25	4,753.40	4,582.30
02/01/2032				5,000.00	4,834.20	4,662.95
08/01/2032					4,916.40	4,745.00
02/01/2033					5,000.00	4,828.50
08/01/2033						4,913.50
02/01/2034						5,000.00



October 6, 2025

Independent School District No. 709, Duluth Public Schools, Minnesota
Attention: Simone Zunich, Executive Director of Business Services
709 Portia Johnson Drive
Duluth, MN 55811

Re. Underwriting Engagement Letter – Multiple Offerings

Ms. Zunich:

On behalf of Robert W. Baird & Co. Incorporated (“we” or “Baird”), we wish to thank you for the opportunity to serve as sole or senior bookrunning managing underwriter for Independent School District No. 709, Duluth Public Schools, Minnesota (“you” or the “Issuer”) on your proposed offerings (the “Offerings”) of the following securities (the “Securities”):

1. Approximately \$38,659,960.45 General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A (the “2025A Bonds”)
2. Approximately \$9,795,000 Full Term Certificates of Participation, Series 2025B (the “2025B Certificates”)

This letter will confirm the terms of our engagement; however, it is anticipated that, for each Offering, this letter will be replaced and superseded by a bond purchase agreement to be entered into by the parties (the “Purchase Agreement”) if and when the Securities are priced following successful completion of the Offering process. The Purchase Agreement will set forth the terms and conditions on which Baird will purchase the Securities.

1. Services to be Provided by Baird. The Issuer hereby engages Baird to serve as managing underwriter of each Offering, and in such capacity Baird agrees to provide the following services:

- Review and evaluate the proposed terms of the Offerings and the Securities
- Develop a marketing plan for the Offerings, including identification of potential purchasers
- Assist in the preparation of the official statement and other Offering documents
- Contact potential investors, provide them with Offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- Respond to inquiries from potential purchasers and, if requested, coordinate their due diligence calls and meetings
- If the Securities are to be rated, assist in preparing materials to be provided to securities rating agency or agencies and in developing strategies for meetings with the rating agency or agencies to obtain a rating for the Securities
- If the Securities are to carry bond insurance, assist in the preparation of information and materials to be provided to bond insurance companies and in the development of strategies for meetings/calls with the bond insurance companies
- Inform the Issuer of the marketing and Offering process
- Negotiate the pricing, including the interest rate, and other terms of the Securities
- Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility
- Submit documents and other information about the Offerings to the MSRB’s EMMA website
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Securities
- Such other usual and customary underwriting services as may be requested by the Issuer

In addition, as part of our underwriting services, Baird may provide advice concerning the structure, timing, terms and other similar matters about the Offerings at the Issuer's request. Please note that Baird would be providing such advisory services in its capacity as underwriter and not as a municipal advisor to the Issuer.

2. Fees and Expenses. For each Offering, Baird's proposed underwriting fee/spread will not exceed \$12.50 per \$1,000 of the maturity value of the 2025A Bonds and \$12.50 per \$1,000 of the borrowing amount of the 2025B Certificates and will be reflected in the Purchase Agreement. The underwriting fee/spread will represent the difference between the price that Baird pays for the Securities and the public offering price stated on the cover of the final official statement, net of expenses paid by the underwriter. The underwriting fee/spread for an Offering will be contingent upon the closing of such Offering and the amount of the fee/spread will be based on the principal or par amount of the Securities.

The Issuer shall be responsible for paying or reimbursing Baird for all costs of issuance for each Offering, including without limitation, CUSIP, DTC, IPREO (electronic book-running/sales order system); a day loan charge (currently at the rate of 1% per annum of the par amount); official statement printing and mailing/distribution charges; bond counsel, disclosure counsel and underwriter's counsel fees; municipal advisory and other consultant fees; ratings agency fees and expenses and travel expenses directly related thereto; auditor and other expert fees; trustee, registrar and paying agent fees; and all other expenses incident to the performance of the Issuer's obligations under the Offerings. However, Baird will be responsible for paying any fees to the MSRB in connection with the issuance of the Securities.

3. Conflicts of Interest and Disclosures Pursuant to MSRB Rules. Baird is registered with the Municipal Securities Rulemaking Board ("MSRB") and the SEC. The MSRB website is www.msrb.org. Two investor brochures, Information for Municipal Securities Investors and Information for Municipal Advisory Clients, describe the protections that may be provided by the MSRB's rules. The brochures are available on the MSRB website. The MSRB website also contains information about how to file a complaint with an appropriate regulatory authority.

Baird makes the following conflict of interest and other disclosures as required by MSRB Rule G-17.

- Disclosures Concerning the Underwriter's Role:
 - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
 - An underwriter's primary role is to purchase the Securities with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.
 - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
 - An underwriter has a duty to purchase the Securities from the Issuer at a fair and reasonable price but must balance that duty with its duty to sell the Securities to investors at prices that are fair and reasonable.
 - An underwriter will review the official statement for the Securities in accordance with, and as a part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.
- Disclosures Concerning the Underwriter's Compensation:

Payment or receipt of the underwriting fee or discount for an Offering will be contingent on the closing of such Offering and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

- Baird-Specific Conflicts of Interest Disclosures:

Baird is a full-service securities firm and as such Baird and its affiliates may from time to time provide advisory, brokerage, consulting and other services and products to municipalities, other institutions, and individuals including the Issuer, certain Issuer officials or employees, and potential purchasers of the Securities for which Baird may receive customary compensation; however, such services are not related to the Offerings. Baird has previously served as underwriter, placement agent or municipal advisor on other bond offerings and financings for the Issuer and expects to serve in such capacities in the future. Baird is currently providing dissemination agent services to the Issuer. Baird may also be engaged from time to time by the Issuer to manage investments for the Issuer (including the proceeds from the Offerings) through a separate contract that sets forth the fees to be paid to Baird. Baird may compensate its associates for any referrals they have made that resulted in the Issuer's selection of Baird to serve as underwriter on the Offerings. Baird manages various mutual funds, and from time to time those funds may own bonds and other securities issued by the Issuer (including the Securities). Additionally, clients of Baird may from time to time purchase, hold and sell bonds and other securities issued by the Issuer (including the Securities).

In the ordinary course of fixed income trading business, Baird may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Securities and other municipal bonds, for its own account and for the accounts of customers, with respect to which Baird may receive a mark-up or mark-down, commission or other remuneration. Such investment and trading activities may involve or relate to the Offerings or other assets, securities and/or instruments of the Issuer and/or persons and entities with relationships with the Issuer. Spouses and other family members of Baird associates may be employed by the Issuer.

Baird has not identified any other actual or potential material conflicts of interest.

- Disclosures of Material Financial Characteristics and Material Financial Risks.

- o Accompanying this letter is a disclosure document describing the material financial characteristics and material financial risks of the Securities as required by MSRB Rule G-17.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the final Offering. Notwithstanding the foregoing, either party may terminate Baird's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Baird's engagement is terminated by the Issuer, the Issuer agrees to reimburse Baird for its out-of-pocket expenses incurred until the date of termination.

5. Indemnification; Limitation of Liability. The Issuer agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct. In addition, to the extent permitted by applicable law, the Issuer shall indemnify, defend and hold Baird and its employees, officers, agents and affiliates harmless from and against any losses, claims, damages and liabilities that arise from or otherwise relate to this letter, actions taken or omitted in connection herewith, the offering materials, or the transactions and other matters contemplated hereby, except to the extent such losses, claims, damages or liabilities are judicially determined to be the result of Baird's gross negligence or willful misconduct. Any Purchase Agreement executed in connection with the Offerings will contain indemnification provisions for the benefit of Baird, on terms consistent with industry standards.

6. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Minnesota. This letter contains the entire agreement between the parties relating to the rights granted herein and obligations assumed herein. This letter may not be amended or modified except by means of a written instrument executed by both parties hereto. This letter may not be assigned by either party without the prior written consent of the other party. The Issuer acknowledges that Baird may, at its option and expense and after announcement of each Offering, place announcements and advertisements or otherwise publicize a description of the Offerings and Baird's role in them on Baird's website and/or other marketing material and in such financial and other newspapers and journals as it may choose, stating that Baird has acted as underwriter for the Offerings. The Issuer also agrees that Baird may use the Issuer's name and logo or official seal for these purposes.

In addition, the Issuer agrees that all opinions of counsel written in connection with the Offerings, including but not limited to those opinions from bond counsel and issuer counsel, will include Baird as an addressee or alternatively will be accompanied by letters from such counsel entitling Baird to rely on such opinions.


If there is any aspect of this letter that requires further clarification, please do not hesitate to contact us. In addition, please consult your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate. We understand that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the Offerings. If our understanding is not correct, please let us know.

Please evidence your receipt and agreement to the foregoing by signing and returning this letter.

Again, we thank you for the opportunity to assist you with the Offerings and the confidence you have placed in us.

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

By: 
Michael Hoheisel, Managing Director

Accepted on: 10/6/2025

**INDEPENDENT SCHOOL DISTRICT NO. 709,
DULUTH PUBLIC SCHOOLS, MINNESOTA**

Signed by:

By: 542B3201FC46467
Simone Zurich, Executive Director of Business Services

**INDEPENDENT SCHOOL DISTRICT NO. 709,
DULUTH PUBLIC SCHOOLS, MINNESOTA**

Signed by:

By: 0DC614B2ED4146C
Kelly Durick-Eder, Board Chair

**Disclosures of Material Financial Characteristics
and Financial Risks of Proposed Offering of Fixed Rate Bonds**

Robert W. Baird & Co. Incorporated (“Baird”) has been engaged as underwriter or placement agent for the proposed offering by you (or the “Issuer”) of fixed rate bonds, notes, certificates of participation or other debt securities (“Fixed Rate Bonds”), to be sold on a negotiated basis. The following is a general description of the financial characteristics and security structures of Fixed Rate Bonds, as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

This document is being provided to an official of the Issuer who has the authority to bind the Issuer by contract with Baird, who does not have a conflict of interest with respect to the offering.

If the Fixed Rate Bonds proposed to be issued are “conduit revenue bonds,” you will be a party to the bond purchase agreement and certain other legal documents to be entered into in connection with the issuance, but the material financial risks described below will be borne by the borrower or obligor, as set forth in those legal documents.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies or authorities, such as the Issuer. Maturity dates for Fixed Rate Bonds will be fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Maturity dates, including the final maturity date, are subject to negotiation and will be reflected in the official statement. At each maturity, the scheduled principal or par amount of the Fixed Rate Bonds will have to be repaid.

Fixed Rate Bonds will pay fixed rates of interest typically semi-annually on scheduled payment dates, although some Fixed Rate Bonds may accrue interest to be paid at maturity. Such bonds are often referred to as capital appreciation or zero-coupon bonds. The interest rates to be paid on Fixed Rate Bonds may differ for each series or maturity date. The specific interest rates will be determined based on market conditions and investor demand and reflected in the official statement for the Fixed Rate Bonds. Fixed Rate Bonds with longer maturity dates will generally have interest rates that are greater than securities with shorter maturity dates.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows the Issuer, at its option, to redeem some or all of the Fixed Rate Bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds may be subject to optional redemption only after the passage of a specified period of time from the date of issuance, and upon payment of the redemption price set forth in the official statement for the Fixed Rate Bonds, which typically is equal to the par amount of the Fixed Rate Bonds being redeemed (plus accrued interest) but may include a redemption premium. The Issuer will be required to send out a notice of optional redemption to the holders of Fixed Rate Bonds, usually a certain period of time prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires the Issuer to redeem specified principal amounts of the Fixed Rate Bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the Fixed Rate Bonds to be redeemed. Fixed Rate Bonds may also be subject to extraordinary or mandatory redemption upon the occurrence of certain events, authorizing or requiring you to redeem the Fixed Income Bonds at their par amount (plus accrued interest).

Credit Enhancements. Fixed Rate Bonds may feature credit enhancements, such as an insurance policy provided by a municipal bond insurance company that guarantees the payment of principal of and interest on the bonds when due in the event of default. Other credit enhancements could include a letter of credit provided by a financial institution, or financial support from a state agency.

Tax Status. If Fixed Rate Bonds are intended to be tax-exempt, counsel will provide an opinion that interest on the Fixed Rate Bonds will be excluded from gross income for federal income tax purposes. Certain Fixed Rate Bonds may also be exempt from state personal income tax.

Some Fixed Rate Bonds (or a portion of those being issued) may be taxable, meaning that interest on the Fixed Rate Bonds will be included in gross income for federal income tax purposes.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The security for Fixed Rate Bonds will vary, depending on whether they are general obligation bonds, revenue bonds, conduit bonds or other types.

General Obligation Bonds

“General obligation bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term “limited” tax is used when such limits exist. General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds

“Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues that are generated from a particular enterprise or service you offer, such as water, electricity, sewer, health care, housing, transportation, toll roads and bridges, parking, parks and recreation fees, and stadiums and entertainment facilities. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants, license or user fees, or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors. Some revenue bonds may be backed by your full faith and credit or moral obligation. A moral obligation is a non-binding covenant by you to make a budget recommendation to your legislative body to appropriate moneys needed to make up any revenue shortfall in order to meet debt service obligations on the revenue bonds, but the legislative body is not legally obligated to make such appropriation.

Certain revenue bonds may be structured as certificates of participation, which are instruments evidencing a pro rata share in a specified pledged revenue stream, usually lease payments that are typically subject to annual appropriation. With certificates of participation, the lessor or party receiving payments assigns those payments to a trustee that distributes them to the certificate holders. Certificates of participation do not constitute general obligation indebtedness of the issuer or municipality and are not backed by a municipality’s full faith and credit or taxing power. Certificates of participation are payable solely from specific revenue sources.

Tax Increment or Tax Allocation Bonds

“Tax increment” or “tax allocation” bonds are a form of revenue bonds that are payable from the incremental increase in taxes realized from any appreciation in property values resulting from capital improvements benefitting the properties located in a particular location such as a tax incremental district. They are commonly used to redevelop, add infrastructure or otherwise improve a blighted, neglected or under-utilized area to encourage development in that area. Tax increment bonds may also be payable from increased sales taxes generated in a designated district. The proceeds of an issuance of tax increment or tax allocation bonds are typically applied to pay the costs of infrastructure and other capital improvements in the designated district. The incremental taxes or other revenues may not be sufficient to meet debt service obligations on the tax increment or tax allocation bonds. Some tax increment or tax allocation bonds may also be backed by an issuer’s full faith and credit or moral obligation.

Conduit Bonds

Conduit revenue bonds may be issued by a governmental issuer acting as conduit for the benefit of a private sector

entity or a 501(c)(3) organization (the “borrower” or “obligor”). Industrial revenue bonds are a form of conduit revenue bonds. Conduit revenue bonds commonly are issued for not-for-profit hospitals, health care facilities, educational institutions, single and multi-family housing, airports, industrial or economic development projects, corporations, and student loan programs, among other borrowers or obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the borrower or obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the borrower or obligor defaults.

Charter School Bonds

Fixed Rate Bonds issued for the benefit of charter schools are a form of conduit revenue bonds. They are issued by a government entity acting as a conduit for the benefit of a charter school. The charter school is the borrower or obligor for the bonds. Principal and interest on charter school bonds normally are paid exclusively from revenues pledged by the charter school. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the charter school defaults.

Financial and Other Covenants

Issuers of Fixed Rate Bonds (and/or obligors) may be required to agree to certain financial and other covenants (such as debt service coverage ratios) that are designed to protect bond holders. Covenants are a form of additional security. The failure to continue to meet covenants may trigger an event of default or other adverse consequences to you and/or the obligor giving bond holders certain rights and remedies.

The description above regarding “Security” is only a brief summary of certain possible security provisions for the Fixed Rate Bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the Bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following (generally, the borrower or obligor, rather than you, will bear these risks for conduit revenue bonds):

Issuer Default Risk

You (or the obligor) may be in default if the funds pledged to secure Fixed Rate Bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you (and/or the obligor) and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds may be able to exercise a range of available remedies against you (or the obligor). For example, if Fixed Rate Bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the Fixed Rate Bonds are revenue bonds, you (or the obligor) may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your (or the obligor’s) credit ratings and may effectively limit your (or the obligor’s) ability to publicly offer bonds or other securities at market interest rate levels. Further, if you (or the obligor) are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you (or the obligor) may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you (or the obligor) are unable to comply with covenants or other provisions agreed to in connection with the issuance of the Fixed Rate Bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk

Your (or the obligor’s) ability to redeem Fixed Rate Bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you (or the obligor) may be unable to take advantage of the lower interest rates to reduce debt service. In addition, if Fixed Rate Bonds are subject to extraordinary or mandatory redemption, you (or the obligor) may be required to redeem the bonds at times that are disadvantageous.

Refinancing Risk

If your (or the obligor's) financing plan contemplates refinancing some or all of the Fixed Rate Bonds at maturity (for example, if there are term maturities or if a shorter final maturity is chosen than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you (or the obligor) from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your (or the obligor's) ability to refund the Fixed Rate Bonds to take advantage of lower interest rates.

Reinvestment Risk

You (or the obligor) may have proceeds of the Fixed Rate Bonds to invest prior to the time that you (or the obligor) are able to spend those proceeds for the authorized purpose. Depending on market conditions, you (or the obligor) may not be able to invest those proceeds at or near the rate of interest that you (or the obligor) are paying on the bonds, which is referred to as "negative arbitrage".

Tax Compliance Risk (applicable if the Fixed Rate Bonds are tax-exempt bonds)

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS), and, if applicable, state tax laws. You (and the obligor) must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You (and the obligor) also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of the representations or a failure to comply with certain tax-related covenants may cause the interest on the Fixed Rate Bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you (or the obligor) pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you (or the obligor) or the Fixed Rate Bonds or your (or the obligor's) other bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the Fixed Rate Bonds are declared taxable, or if you (or the obligor) are subject to audit, the market price of the Fixed Rate Bonds and/or your (or the obligor's) other bonds may be adversely affected. Further, your (or the obligor's) ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing Fixed Rate Bonds.

Continuing Disclosure Risk.

In connection with the issuance of Fixed Rate Bonds, you (and/or the obligor) may be subject to continuing disclosures which require dissemination of annual financial and operating information and notices of material events. Compliance with these continuing disclosure requirements is important and facilitates an orderly secondary market. Failure to comply with continuing disclosure requirements may affect the liquidity and marketability of the Fixed Rate Bonds, as well as your (and/or the obligor's) other outstanding securities. Because instances of material non-compliance with previous continuing disclosure requirements must be disclosed in an official statement, failure to comply with continuing disclosure requirements may also make it more difficult or expensive for you (or the obligor) to market and sell future bonds.

September 22, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Arianna Loons	Duluth Public Schools	9/22/2025

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 9/29/2025

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:

Benjamin Lee Jones Sr.

9/29/2025

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 10/6/2025

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:

Lindsey Schuh

10/6/2025

October 6, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Malea Fife	Duluth Public Schools	10/6/2025

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

ARROWHEAD ACADEMY

4849 Ivanhoe Street
Phone: (218) 336-8955 ~ Fax: (218) 336-8959

October 9th, 2025

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>
DaMario D.L. Williams	Arrowhead Academy	October 31st, 2025

Thank you

Jacob Hintsala
Principal

DISTRICT 709
FIELD TRIP REQUESTS

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

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

- > Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- > Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

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

INSTRUCTIONAL TRIP ACTION

Principal: Approved Name: Deanna Curran
 Not Approved Date: 9/19/25

SUPPLEMENTAL TRIP ACTION

Principal: Approved Name: _____
 Not Approved Date: _____

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

EXTENDED TRIP ACTION

Principal: Recommended Name: _____
 Not Recommended Date: _____

Assistant Superintendent: Recommended Name: Anthony Ba...
 Not Recommended Date: 9/23/25

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

All extended trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee meeting agenda for approval.

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: Instructional Supplementary Extended

1. Organization/Grade/Course Planning Trip: Lester Park 5th Grade
2. Contact Person (Responsible for Checklist Completion): _____
3. Field Trip Date(s): Sept 24-26 Destination: WOLF RIDGE ELC
4. Field Trip Overview (Include events, establishments and locations): Trip includes classes lead by Environmental Education instructors science, indoor/outdoor classes focusing on Teamwork
5. Field Trip Departure from School (Date and Time): Wed Sept 24 ~~at 9:15am~~ 9:15am
Field Trip Return to School (Date and Time): Friday Sept 26 2:50 pm
6. Objectives of Field Trip: Enrich science and math benchmarks strengthen observation & application to extend learning.
7. Relationship to Curriculum or Student Learning: Classes are focused around MN science standards
8. Planned Follow-up Field Trip Activities: Writing/speaking listening with projects, apply environmental Ed to school and community
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	\$
Total Meals	\$
Total Lodging	\$
Total Transportation	\$
<input checked="" type="checkbox"/> School District Vehicle(s)	
<input type="checkbox"/> Commercial Transportation Carrier ~ Name: _____	
<input type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name: _____	
Total Additional Stipends:	\$
Other:	\$
Total	\$

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

11. Reviewed/Completed Request Checklist: Yes No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips
 DIRECTIONS: Please complete checklist. No attachments are necessary.

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

TIME	LOCATION
<u>9/24/2025</u>	<u>9:15am Depart Lester Park</u>
<u>9/26/2025</u>	<u>1:15am Arrive at WOLF RIDGE</u>
	<u>1:30 pm DEPART WOLF RIDGE</u>
	<u>2:50 pm Arrive back at Lester Park</u>

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

Signature of Contact Person:

Graia Wittmerbraves

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only
 DIRECTIONS: Please complete checklist and attach all appropriate materials.

- Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
Note: Attach tentative planned itinerary.
- Arrange Funding of Expenses During Trip
- Arrange Meal Plans
- Arrange Lodging Plans and Room Assignments
- Collect Family Emergency Information for Students
Example: Home phone numbers, emergency contacts, medical information
- Additional Information
Note: Provide any additional information.

Signature of Contact Person:

Erica Wittmerbraves

Adopted: _____

MSBA/MASA Model Policy 303

Orig. 1995

Revised: _____

Rev. 2022

303 SUPERINTENDENT SELECTION

I. PURPOSE

The purpose of this policy is to convey to the school community that the authority to select and employ a superintendent is vested in the school board.

II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent to serve as the chief executive officer of the school district and to conduct the daily operations of the school district.

III. QUALIFICATIONS

- A. The school board shall consider applicants who meet or exceed the licensing standards set by the Minnesota Board of School Administrators and qualifications established in the job description for the superintendent position. State and federal equal employment and nondiscrimination requirements shall be observed throughout the recruitment and selection process.
- B. The school board will consider professional preparation, experience, skill, and demonstrated competence of qualified applicants in making a final decision.

IV. SELECTION

- A. A process for recruitment, screening, and interviewing of candidates shall be developed by the school board.
- B. The school board may contract for assistance in the search for a superintendent.
- C. The school board shall provide the contract for the superintendent and specifically identify all conditions of employment mutually agreed upon with the superintendent. In so doing, the school board shall observe all requirements of state and federal law and school board policy.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Rules, Chapter 3512

Cross References: None

Adopted: _____

MSBA/MASA Model Policy 304

Orig. 1995

Revised: _____

Rev. 2022

304 SUPERINTENDENT CONTRACT, DUTIES, AND EVALUATION

I. PURPOSE

The purpose of this policy is to provide for the use of an employment contract with the superintendent, a position description, and the use of an approved instrument to evaluate performance.

II. GENERAL STATEMENT OF POLICY

- A. The superintendent's contract shall be used to formalize the employment relationship and to specifically identify and clarify all conditions of employment with the superintendent.
- B. The specific duties for which the superintendent is accountable shall be set forth in a position description for the superintendent and shall be measured by a performance appraisal instrument approved by the school board in consultation with the superintendent. The school board shall use this instrument to periodically evaluate the performance of the superintendent.
- C. The school board may use the model contract approved by the boards of the Minnesota School Boards Association and the Minnesota Association of School Administrators as a model instrument.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: None

Adopted: _____

MSBA/MASA Model Policy 306

Orig. 1995

Revised: _____

Rev. 2002

306 ADMINISTRATOR CODE OF ETHICS**I. PURPOSE**

The purpose of this policy is to establish the requirements of the school board that school administrators adhere to the standards of ethics and professional conduct in this policy and Minnesota law.

II. GENERAL STATEMENT OF POLICY

- A. An educational administrator's professional behavior must conform to an ethical code. The code must be idealistic and at the same time practical, so that it can apply reasonably to all educational administrators. The administrator acknowledges that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, the administrator assumes responsibility for providing professional leadership in the school and community. This responsibility requires the administrator to maintain standards of exemplary professional conduct. It must be recognized that the administrator's actions will be viewed and appraised by the community, professional associates, and students. To these ends, the administrator must subscribe to the following standards.
- B. The Educational Administrator:
1. Makes the well-being of students the fundamental value of all decision-making and actions.
 2. Fulfills professional responsibilities with honesty and integrity.
 3. Supports the principle of due process and protects the civil and human rights of all individuals.
 4. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
 5. Implements the school board's policies.
 6. Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals.
 7. Avoids using positions for personal gain through political, social, religious, economic, or other influence.
 8. Accepts academic degrees or professional certification only from duly accredited institutions.
 9. Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
 10. Honors all contracts until fulfillment, release, or dissolution is mutually agreed upon by all parties to the contract.

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11. Adheres to the Code of Ethics for School Administrators in Minnesota Rule.

Legal References: Minn. Stat. § 122A.14, Subd. 4 (Duties of Board of School Administrators)
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)

Cross References: None

301 SCHOOL DISTRICT ADMINISTRATION

I. PURPOSE

The purpose of this policy is to clarify the role of the school district administration and its relationship with the school board.

II. GENERAL STATEMENT OF POLICY

- A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to develop a school environment that recognizes the dignity of each student and employee, and the right of each student to access educational programs and services equitably.
- B. The school board expects all activities related to school district operations to be administered in a well-planned manner, conducted in an orderly fashion, and to be consistent with the policies of the school board.
- C. The school board shall seek specific recommendations, background information and professional advice from the school district administration and will hold the administration accountable for sound management of the schools.
- D. Although the school board holds the superintendent ultimately responsible for administration of the school district and annual evaluation of each principal, the school board also recognizes the direct responsibility of principals for educational results and effective administration, supervisory, and instructional leadership at the school building level.
- E. The school board and school administration shall work together to share information and decisions that best serve the needs of school district students within financial and facility constraints that may exist.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)

Cross References: None

First Reading: 09.16.2025
Second Reading: 10.09.2025
Adopted:

Adopted: _____

MSBA/MASA Model Policy 301

Orig. 1995

Revised: _____

Rev. 2022

301 SCHOOL DISTRICT ADMINISTRATION

I. PURPOSE

The purpose of this policy is to clarify the role of the school district administration and its relationship with the school board.

II. GENERAL STATEMENT OF POLICY

- A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to develop a school environment that recognizes the dignity of each student and employee, and the right of each student to access educational programs and services equitably.
- B. The school board expects all activities related to school district operations to be administered in a well-planned manner, conducted in an orderly fashion, and to be consistent with the policies of the school board.
- C. The school board shall seek specific recommendations, background information and professional advice from the school district administration and will hold the administration accountable for sound management of the schools.
- D. Although the school board holds the superintendent ultimately responsible for administration of the school district and annual evaluation of each principal, the school board also recognizes the direct responsibility of principals for educational results and effective administration, supervisory, and instructional leadership at the school building level.
- E. The school board and school administration shall work together to share information and decisions that best serve the needs of school district students within financial and facility constraints that may exist.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)

Cross References: None

~~2055 QUALITY OF WORK LIFE – PHILOSOPHY~~

~~It is the goal of the School Board to achieve excellence in teaching, student achievement, community involvement, and general operations throughout the School District. It is the conviction of the School Board that the only way in which that goal may be achieved is through pooling the talent and wisdom of all of the employees of the School District. Therefore, it shall be the policy of the School District that programs of employee involvement and participation in problem solving and decision making processes shall be encouraged. Specifically, excellence in management shall be understood to be that management which:~~

- ~~1. Encourages participation and creativity among staff.~~
- ~~2. Builds commitment to shared goals.~~
- ~~3. Structures employee involvement so employees are routinely involved in decisions which affect them.~~
- ~~4. Sets a high priority on advocating for ideas generated by subordinates.~~
- ~~5. Develops a strong sense of trust and collegiality among all staff members in the pursuit of the goal of excellence.~~

~~Therefore, all supervisory personnel including principals, assistant superintendents, directors, and the Superintendent shall be expected to create and maintain a work environment that encourages employee participation, enhances communications within the School District, and promotes the general welfare of students and the morale of staff. All employees are called upon to work cooperatively and openly to maintain a network of communications which results in a shared pride in shared work and achievement of our common goal of excellence.~~

~~Reference: MS 179A.08, Sec. 9, Subd. I~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 09-11-1984~~

~~06-20-1995 ISD 709~~

305 POLICY IMPLEMENTATION

I. PURPOSE

The purpose of this policy is to clarify the responsibility of the school administration for implementation of school district policy.

II. GENERAL STATEMENT OF POLICY

- A. It shall be the responsibility of the superintendent to implement school district policy and to recommend additions or modifications thereto. The administration is authorized to develop procedures, guidelines, and directives to effectuate the implementation of school district policies. These procedures, guidelines, and directives shall not be inconsistent with said policies. At least annually, these written procedures, guidelines, and directives shall be presented to the school board for review.
- B. Employee and student handbooks shall be subject to annual review and approval by the school board.
- C. School principals and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the superintendent to assure compliance with school district policy and shall be approved by the school board.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)

First Reading: 09.16.2025
 Second Reading: 10.08.2025
 Adopted:

Adopted: _____

MSBA/MASA Model Policy 305

Orig. 1995

Revised: _____

Rev. 2022

305 POLICY IMPLEMENTATION

I. PURPOSE

The purpose of this policy is to clarify the responsibility of the school administration for implementation of school district policy.

II. GENERAL STATEMENT OF POLICY

- A. It shall be the responsibility of the superintendent to implement school district policy and to recommend additions or modifications thereto. The administration is authorized to develop procedures, guidelines, and directives to effectuate the implementation of school district policies. These procedures, guidelines, and directives shall not be inconsistent with said policies. At least annually, these written procedures, guidelines, and directives shall be presented to the school board for review.
- B. Employee and student handbooks shall be subject to annual review and approval by the school board.
- C. School principals and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the superintendent to assure compliance with school district policy and shall be approved by the school board.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)

~~2070 — POLICIES, REGULATIONS, AND BY LAWS — CONTROL~~

~~The Superintendent will appoint an administrator to establish and maintain an orderly plan for reviewing, updating, and making accessible the policies adopted by the School Board and the administrative rules and regulations needed to put them into effect. Accessibility is to extend to all employees of the School District, and to persons in the community on a need-to-know basis as determined by the Superintendent.~~

~~The Superintendent shall assign to an administrator the responsibility to keep the policies of the School Board up-to-date, and see to it that official copies of changes are sent to all personnel and organizations that have a copy of the Policies, Regulations, and By-Laws of the School Board. All proposed changes in policy must be submitted to the assigned administrator of the Policies, Regulations, and By-Laws where it will be studied and referred to the School Board for adoption or rejection. All books of adopted Policies, Regulations, and By-Laws must be kept up-to-date to ensure uniformity through the School District.~~

~~Adopted: — 06-09-1970 — ISD 709~~

~~Revised: — 06-20-1995 — ISD 709~~

416 DRUG, ALCOHOL, AND CANNABIS TESTING

I. PURPOSE

- A. The school board recognizes the significant problems created by drug, alcohol, and cannabis use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug, alcohol, and cannabis use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug, alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug, alcohol, and cannabis testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug, alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug, alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.
- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol or cannabis is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol or cannabis is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol or cannabis are prohibited from entering or remaining on school district property.
- E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.
- F. The school district may discipline, discharge, or take other adverse personnel action against an employee for cannabis flower, cannabis product, lower-potency hemp edible,

or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee is working, on school district premises, or operating a school district vehicle, machinery, or equipment as follows:

1. if, as the result of consuming cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product, the employee does not possess that clearness of intellect and control of self that the employee otherwise would have;
2. if cannabis testing verifies the presence of cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product following a confirmatory test;
3. as provided in the school district's written work rules for cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products and cannabis testing, provided that the rules are in writing and in a written policy that contains the minimum information required by Minnesota Statutes, section 181.952; or
4. as otherwise authorized or required under state or federal law or regulations, or if a failure to do so would cause the school district to lose a monetary or licensing-related benefit under federal law or regulations.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, cannabis (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety sensitive duties, or cause employees to be removed from these covered duties,

and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.

6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.
9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.
12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.
16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written

notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

1. Pre-Employment Testing

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.
- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.
- d. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query (see Attachment B to this policy). The school district shall retain the consent for three (3) years from the date of the query.

2. Post-Accident Testing

- a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
- g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

3. Random Testing

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing
 - a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
 - b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
 - c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
 - d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.
5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.
6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.
7. Refusal to Submit and Attendant Consequences
 - a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
 - b. Refusal to submit to a required drug or alcohol test subjects the driver

or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

- c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
- d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety sensitive functions.
- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

- d. If the donor requests an analysis of the split specimen within seventy two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor’s failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.
- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
 - (1) The donor expressly declines the opportunity to discuss the test results;
 - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
 - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.
- b. Any test result less than 0.02 alcohol concentration is considered a “negative” test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor’s inability to provide a breath sample is genuine or constitutes a refusal to test.

- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.
2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and
 - b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
 - c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be [Perrin Mobile Medical, 9010 E Pettit Dr., Barnes, WI 54873, 715-378-2269], which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minnesota Statutes, Chapter 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the

federal regulations in a secure location with controlled access.

2. The required records shall be retained for the following minimum periods:

Basic records 5 years

“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Alcohol and controlled substance collection procedures	2 years
Negative and cancelled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

“Education and training records” must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse (“Clearinghouse”) as required under federal law, including:

- a. The name of the person tested;
- b. Any verified positive, adulterated, or substituted drug test result;
- c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
- d. Any refusal to submit to any test required hereunder;
- e. Any report by a supervisor of actual knowledge of use as follows
 - i. Any on-duty alcohol use;
 - ii. Any pre-duty alcohol use;
 - iii. Any alcohol use following an accident; and
 - iv. Any controlled substance use.
- f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;
- g. Any negative return-to-duty test; and
- h. Any employer’s report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to duty requirements of federal DOT regulations have been completed.
2. Referral, Evaluation, and Treatment
 - a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.
 - b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.
 - c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.
 - d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.
3. Disciplinary Action
 - a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
 - b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
 - c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to cannabis testing or drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo cannabis testing or drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.
2. The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.
3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.

4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. CANNABIS TESTING OR DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug, alcohol, or cannabis testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug, alcohol, or cannabis testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Definitions

1. "Cannabis testing" means the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minnesota Statutes, section 342.01, subdivision 16, cannabis products, as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, hemp-derived consumer products as defined in section 342.01, subdivision 37, or cannabis metabolites in the sample tested. The definitions in this section apply to cannabis testing unless stated otherwise.
2. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
3. "Drug" means a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in section 342.01, subdivision 16, cannabis products as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.
4. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.
5. "Employee" means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.
6. "Initial screening test" means a drug or alcohol test or cannabis test which uses a method of analysis under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
7. "Job Applicant" means a person, independent contractor, or person working for

an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III).

8. "Oral fluid test" means analysis of a saliva sample for the purpose of measuring the presence of the same substances as drug and alcohol testing and cannabis testing that:
 - a. can detect drugs, alcohol, cannabis, or their metabolites in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1; and
 - b. does not require the services of a testing laboratory under section 181.953, subdivision 1.
9. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."
10. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
11. "Random Selection Basis" means a mechanism for selection of employees that:
 - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
 - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
12. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
13. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

B. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required; Exceptions

1. General Limitations

- a. The school district may not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing or cannabis testing, unless the testing is done pursuant to this policy; and either (1) is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1; or (2) complies with the oral fluid test procedures under section 181.953, subdivision 5a.
- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug, alcohol, or cannabis testing on an arbitrary and capricious basis.

2. Cannabis Testing Exceptions

For the following positions, cannabis and its metabolites are considered a drug and subject to the drug and alcohol testing provisions in Minnesota Statutes, sections 181.950 to 181.957:

- a. a safety-sensitive position, as defined in Minnesota Statutes, section 181.950, subdivision 13;
- b. a position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to children;
- c. a position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;
- d. a position of employment funded by a federal grant; or
- e. any other position for which state or federal law requires testing of a job applicant or an employee for cannabis.

3. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

- a. The school district must not request or require a job applicant to undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment unless otherwise required by state or federal law.
- b. Unless otherwise required by state or federal law, the school district must not refuse to hire a job applicant solely because the job applicant submits to a cannabis test or a drug and alcohol test authorized by

Minnesota law and the results of the test indicate the presence of cannabis.

- c. The school district must not request or require an employee or job applicant to undergo cannabis testing on an arbitrary or capricious basis.
- d. Cannabis testing authorized under paragraph (d) must comply with the safeguards for testing employees provided in Minnesota Statutes, sections 181.953 and 181.954.

4. Oral fluid testing

- a. When drug and alcohol testing or cannabis testing is otherwise authorized under Minnesota Statutes, section 181.951, the school district may request an employee or job applicant to undergo oral fluid testing according to the procedures under Minnesota Statutes, section 181.953, subdivision 5a as an alternative to using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1.
- b. The employee must be informed of the test result at the time of the oral fluid test. Within 48 hours of an oral fluid test that indicates a positive test result or that is inconclusive or invalid, the employee or job applicant may request drug or alcohol testing or cannabis testing at no cost to the employee or job applicant using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1, and according to the existing laboratory testing standards in subdivisions 1 to 5. The rights, notice, and limitations in Minnesota Statutes, section 181.953, subdivision 6, paragraph (b), and subdivisions 7 to 8 and 10 to 11 apply to an employee or job applicant and a laboratory test conducted pursuant to this paragraph.
- c. If the laboratory test under paragraph (b) above indicates a positive result, any subsequent confirmatory retest, if requested by the employee or job applicant, must be conducted following the retest procedures provided in Minnesota Statutes, section 181.953, subdivision 6, paragraph (c), and subdivision 9 at the employee's or job applicant's own expense.
- d. Nothing in this subdivision is intended to modify the existing requirements for drug and alcohol testing or cannabis testing in the workplace under Minnesota Statutes, sections 181.950 to 181.957, unless stated otherwise.

5. Random Testing

The school district may request or require "other employees" to undergo cannabis testing or drug and alcohol testing on a random selection basis only if they are employed in safety sensitive positions.

6. Reasonable Suspicion Testing

The school district may request or require any employee to undergo cannabis testing or drug and alcohol testing if the school district has a reasonable suspicion that the employee:

- a. is under the influence of cannabis, drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol, cannabis flower, cannabis products, lowe-potency hemp edibles, or hemp-derived consumer products while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

7. Treatment Program Testing

The school district may request or require any employee to undergo cannabis testing and drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo cannabis testing and drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

8. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

C. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing or requesting cannabis testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing or cannabis testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test or cannabis test.

4. Notice of and Right to Explain Positive Test Result

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information (see Attachment F to this policy).
- b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
- c. The employee may present verification of enrollment in the medical

cannabis patient registry or of enrollment in a Tribal medical cannabis program as part of the employee's explanation.

- d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.
- e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.
- b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug, alcohol, or cannabis threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

- 6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

- 1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test or cannabis test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug, alcohol, or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.
6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance

with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug, alcohol, and cannabis testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. Ch. 43A (State Personnel Management)
 Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
 Minn. Stat. § 152.01 (Definitions)
 Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
 Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
 Minn. Stat. § 152.32 (Protections for Registry Program Participation)
 Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)
 Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
 Minn. Stat. § 221.031 (Motor Carrier Rules)
 49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
 49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
 49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
 49 C.F.R. Parts 40 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)
 49 C.F.R. Part 382 (Controlled Substances and Alcohol Use and Testing)

Cross-References: MSBA/MASA Model Policy 403 (Discipline, Suspension, And Dismissal of School District Employees)
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
 MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
 MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Replacing: Policies 4035 & 4050
 Adopted: 08.16.2022
 Reviewed: 01.28.2025

ATTACHMENT A

— DRIVER ACKNOWLEDGMENT —

DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

I have received a copy of the Drug, Alcohol, and Cannabis Testing Policy of Independent School District No. 709 Duluth, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Federally Mandated Drug and Alcohol Testing for School Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver's license.

The District's policy was provided to me:

- Upon adoption of the policy (employee).
- Upon my hire (job applicant/new employee).
- After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing (job applicant).

I also received materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem; and available methods of intervening when an alcohol or drug problem is suspected.

I have been advised that the Alcohol and Controlled Substances Testing Program Manager is Jeremy Kasapidis, Transportation Manager and that any questions I may have concerning the Policy should be directed to the Program Manager.

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

ATTACHMENT B

— BUS DRIVER OR DRIVER APPLICANT —
CONSENT TO SCHOOL DISTRICT CONDUCT
OF CLEARINGHOUSE FULL QUERY

Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver’s License (CDL) Drug and Alcohol Clearinghouse (“Clearinghouse”) to obtain information about whether the driver

- (1) has a verified positive, adulterated, or substituted controlled substances test result;
- (2) has an alcohol confirmation test with a concentration of 0.04 or higher;
- (3) has refused to submit to a test in violation of federal law; or
- (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law.

The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

I consent to the school district’s conduct of a Clearinghouse full query.

Dated: _____

Signature of Applicant

Typed or Printed Name

ATTACHMENT C

— BUS DRIVER OR DRIVER APPLICANT — REFUSAL TO SUBMIT TO TESTING

I hereby refuse to submit to drug/alcohol testing by doing the following:

- Failing to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so;
- Failing to remain at the testing site until the testing process is complete;
- Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;
- Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;
- Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;
- Failing or declining to take a second test as directed;
- Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);
- Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector, failing to sign the certification on the form);
- Failing to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process;
- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- Admitting to the collector or MRO that the driver adulterated or substituted the specimen; or
- Having a verified adulterated or substituted test as reported by the MRO.

[An applicant who fails to appear for a pre employment test, who leaves the testing site before the pre employment testing process commences, or who does not provide a urine specimen because he or she left before it commences, is not deemed to have refused to submit to testing.]

I recognize that my refusal subjects me to the consequences specified in federal law and regulations. It also constitutes a presumption of a positive result. I further recognize that if I am an applicant, I will be disqualified from consideration for the conditionally-offered position. If I am an employee, I will not be permitted to perform safety-sensitive functions, and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If the school district offers me an opportunity to return to a DOT safety-sensitive function, I understand I will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

Date: _____

Time: _____

Signature of Employee/Applicant

Supervisor: _____

Supervisor's Signature

Comments: _____

Employee refusal to sign

Supervisor's Initials: _____

ATTACHMENT D

-PRETEST NOTICE-

I, the undersigned employee/job applicant of Independent School District No. 709, Duluth , Minnesota ("School District") do hereby acknowledge that I have been provided a copy of the School. District's Drug, Alcohol, and Cannabis Testing Policy.

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

ATTACHMENT E

[Employee Name]
[Employee Address]

RE: Drug, Alcohol, and/or Cannabis Test
[Date of Testing]

NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

Test Results:

Independent School District No. 709, Duluth, Minnesota has received the test result report from the testing laboratory:

- Your initial screening test result was negative.
- Your confirmatory test result was negative.
- Your confirmatory test result was positive.

Test Result Report:

You have the right to request and receive from the school district a copy of the test result on any drug, alcohol test or cannabis test.

Right to Explain Positive Test Result:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information already submitted, to explain that result. Attached to this Notice is a document entitled "Explanation of Positive Test Result" for this purpose.

Right to Request Confirmatory Retests:

In the case of a positive test result on a confirmatory test, you have the right to request a confirmatory retest of the original sample at your own expense.

Within five (5) working days after notice of the confirmatory test result, you must notify the school district in writing of your intention to obtain a confirmatory retest.

Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that you have requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug, or alcohol, or cannabis threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against you.

Other Rights:

In the case of a positive test result on a confirmatory test, you may have other rights provided under the sections detailed below.

A. Employee Discharge and Discipline

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee whose position does not require a commercial driver's license on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
3. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.
5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

B. Withdrawal of Applicant's Job Offer

If a job applicant for a position that does not require a commercial driver's license has received a job offer made contingent on the applicant passing drug, alcohol, and/or cannabis testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

ATTACHMENT F

EXPLANATION OF POSITIVE TEST RESULT

I, the undersigned employee/job applicant of Independent School District No. 709, Duluth, Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive test result on a confirmatory test.

I am currently taking or have recently taken:

- no over-the-counter or prescription medications; or
- the following over-the-counter or prescription medications:

I also offer the following information relevant to the reliability of, or explanation for, a positive test result:

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

ATTACHMENT G
— ACKNOWLEDGMENT —
DRUG, ALCOHOL, AND CANNABIS TESTING POLICY

I have received a copy of the Drug, Alcohol, and Cannabis Testing Policy of Independent School District No. 709, Duluth, Minnesota and have read it in its entirety.

The District's policy was provided to me:

- Upon adoption of the policy (employee)
- Upon my hire (job applicant/new employee)
- After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug, alcohol, and cannabis testing as applicable. (job applicant)

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

ATTACHMENT H

— ACKNOWLEDGMENT —

**GENERAL CONSENT FOR LIMITED QUERIES OF THE FEDERAL MOTOR CARRIER SAFETY
ADMINISTRATION (FMCSA) DRUG AND ALCOHOL CLEARINGHOUSE**

I, _____, hereby provide consent to Duluth Public Schools ISD 709 (“the District”) to conduct a limited query of the FMCSA Commercial Driver’s License Drug and Alcohol Clearinghouse (“Clearinghouse”) to determine whether drug or alcohol violation information about me exists in the Clearinghouse for the duration of my employment with the District.

I understand that if the limited query conducted by the District indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to the District without first obtaining additional specific consent from me.

I further understand that if I refuse to provide consent for the District to conduct a limited query of the Clearinghouse, the District must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA’s drug and alcohol program regulations.

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

416 DRUG, ALCOHOL, AND CANNABIS TESTING

I. PURPOSE

- A. The school board recognizes the significant problems created by drug, alcohol, and cannabis use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug, alcohol, and cannabis use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug, alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug, alcohol, and cannabis testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug, alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug, alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.
- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol or cannabis is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol or cannabis is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol or cannabis are prohibited from entering or remaining on school district property.
- E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.
- F. The school district may discipline, discharge, or take other adverse personnel action against an employee for cannabis flower, cannabis product, lower-potency hemp edible,

or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee is working, on school district premises, or operating a school district vehicle, machinery, or equipment as follows:

1. if, as the result of consuming cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product, the employee does not possess that clearness of intellect and control of self that the employee otherwise would have;
2. if cannabis testing verifies the presence of cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product following a confirmatory test;
3. as provided in the school district's written work rules for cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products and cannabis testing, provided that the rules are in writing and in a written policy that contains the minimum information required by Minnesota Statutes, section 181.952; or
4. as otherwise authorized or required under state or federal law or regulations, or if a failure to do so would cause the school district to lose a monetary or licensing-related benefit under federal law or regulations.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, cannabis (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety sensitive duties, or cause employees to be removed from these covered duties,

and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.

6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.
9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.
12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.
16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written

notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

1. Pre-Employment Testing

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.
- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.
- d. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query (see Attachment B to this policy). The school district shall retain the consent for three (3) years from the date of the query.

2. Post-Accident Testing

- a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
- g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

3. Random Testing

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing
 - a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
 - b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
 - c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
 - d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.
5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.
6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.
7. Refusal to Submit and Attendant Consequences
 - a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
 - b. Refusal to submit to a required drug or alcohol test subjects the driver

or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

- c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
- d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety sensitive functions.
- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

- d. If the donor requests an analysis of the split specimen within seventy two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor’s failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.
- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
 - (1) The donor expressly declines the opportunity to discuss the test results;
 - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
 - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.
- b. Any test result less than 0.02 alcohol concentration is considered a “negative” test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor’s inability to provide a breath sample is genuine or constitutes a refusal to test.

- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

- 1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.
- 2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and
 - b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
 - c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be [Perrin Mobile Medical, 9010 E Pettit Dr., Barnes, WI 54873, 715-378-2269], which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minnesota Statutes, Chapter 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

- 1. The school district shall keep and maintain records in accordance with the

federal regulations in a secure location with controlled access.

2. The required records shall be retained for the following minimum periods:

Basic records	5 years
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“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Alcohol and controlled substance collection procedures	2 years
Negative and cancelled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

“Education and training records” must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse (“Clearinghouse”) as required under federal law, including:

- a. The name of the person tested;
- b. Any verified positive, adulterated, or substituted drug test result;
- c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
- d. Any refusal to submit to any test required hereunder;
- e. Any report by a supervisor of actual knowledge of use as follows
 - i. Any on-duty alcohol use;
 - ii. Any pre-duty alcohol use;
 - iii. Any alcohol use following an accident; and
 - iv. Any controlled substance use.
- f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;
- g. Any negative return-to-duty test; and
- h. Any employer’s report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to duty requirements of federal DOT regulations have been completed.
2. Referral, Evaluation, and Treatment
 - a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.
 - b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.
 - c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.
 - d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.
3. Disciplinary Action
 - a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
 - b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
 - c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to cannabis testing or drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo cannabis testing or drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.
2. The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.
3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.

4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. CANNABIS TESTING OR DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug, alcohol, or cannabis testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug, alcohol, or cannabis testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Definitions

1. "Cannabis testing" means the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minnesota Statutes, section 342.01, subdivision 16, cannabis products, as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, hemp-derived consumer products as defined in section 342.01, subdivision 37, or cannabis metabolites in the sample tested. The definitions in this section apply to cannabis testing unless stated otherwise.
2. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
3. "Drug" means a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in section 342.01, subdivision 16, cannabis products as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.
4. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.
5. "Employee" means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.
6. "Initial screening test" means a drug or alcohol test or cannabis test which uses a method of analysis under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
7. "Job Applicant" means a person, independent contractor, or person working for

an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III).

8. "Oral fluid test" means analysis of a saliva sample for the purpose of measuring the presence of the same substances as drug and alcohol testing and cannabis testing that:
 - a. can detect drugs, alcohol, cannabis, or their metabolites in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1; and
 - b. does not require the services of a testing laboratory under section 181.953, subdivision 1.
9. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."
10. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
11. "Random Selection Basis" means a mechanism for selection of employees that:
 - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
 - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
12. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
13. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

B. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required; Exceptions

1. General Limitations

- a. The school district may not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing or cannabis testing, unless the testing is done pursuant to this policy; and either (1) is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1; or (2) complies with the oral fluid test procedures under section 181.953, subdivision 5a.
- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug, alcohol, or cannabis testing on an arbitrary and capricious basis.

2. Cannabis Testing Exceptions

For the following positions, cannabis and its metabolites are considered a drug and subject to the drug and alcohol testing provisions in Minnesota Statutes, sections 181.950 to 181.957:

- a. a safety-sensitive position, as defined in Minnesota Statutes, section 181.950, subdivision 13;
- b. a position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to children;
- c. a position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;
- d. a position of employment funded by a federal grant; or
- e. any other position for which state or federal law requires testing of a job applicant or an employee for cannabis.

3. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

- a. The school district must not request or require a job applicant to undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment unless otherwise required by state or federal law.
- b. Unless otherwise required by state or federal law, the school district must not refuse to hire a job applicant solely because the job applicant submits to a cannabis test or a drug and alcohol test authorized by

Minnesota law and the results of the test indicate the presence of cannabis.

- c. The school district must not request or require an employee or job applicant to undergo cannabis testing on an arbitrary or capricious basis.
- d. Cannabis testing authorized under paragraph (d) must comply with the safeguards for testing employees provided in Minnesota Statutes, sections 181.953 and 181.954.

4. Oral fluid testing

- a. When drug and alcohol testing or cannabis testing is otherwise authorized under Minnesota Statutes, section 181.951, the school district may request an employee or job applicant to undergo oral fluid testing according to the procedures under Minnesota Statutes, section 181.953, subdivision 5a as an alternative to using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1.
- b. The employee must be informed of the test result at the time of the oral fluid test. Within 48 hours of an oral fluid test that indicates a positive test result or that is inconclusive or invalid, the employee or job applicant may request drug or alcohol testing or cannabis testing at no cost to the employee or job applicant using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1, and according to the existing laboratory testing standards in subdivisions 1 to 5. The rights, notice, and limitations in Minnesota Statutes, section 181.953, subdivision 6, paragraph (b), and subdivisions 7 to 8 and 10 to 11 apply to an employee or job applicant and a laboratory test conducted pursuant to this paragraph.
- c. If the laboratory test under paragraph (b) above indicates a positive result, any subsequent confirmatory retest, if requested by the employee or job applicant, must be conducted following the retest procedures provided in Minnesota Statutes, section 181.953, subdivision 6, paragraph (c), and subdivision 9 at the employee's or job applicant's own expense.
- d. Nothing in this subdivision is intended to modify the existing requirements for drug and alcohol testing or cannabis testing in the workplace under Minnesota Statutes, sections 181.950 to 181.957, unless stated otherwise.

5. Random Testing

The school district may request or require "other employees" to undergo cannabis testing or drug and alcohol testing on a random selection basis only if they are employed in safety sensitive positions.

6. Reasonable Suspicion Testing

The school district may request or require any employee to undergo cannabis testing or drug and alcohol testing if the school district has a reasonable suspicion that the employee:

- a. is under the influence of cannabis, drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol, cannabis flower, cannabis products, lowe-potency hemp edibles, or hemp-derived consumer products while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

7. Treatment Program Testing

The school district may request or require any employee to undergo cannabis testing and drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo cannabis testing and drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

8. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

C. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing or requesting cannabis testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing or cannabis testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test or cannabis test.

4. Notice of and Right to Explain Positive Test Result

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information (see Attachment F to this policy).
- b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
- c. The employee may present verification of enrollment in the medical

cannabis patient registry or of enrollment in a Tribal medical cannabis program as part of the employee's explanation.

- d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.
- e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.
- b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug, alcohol, or cannabis threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

- 6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

- 1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test or cannabis test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug, alcohol, or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.
6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance

with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug, alcohol, and cannabis testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. Ch. 43A (State Personnel Management)
 Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
 Minn. Stat. § 152.01 (Definitions)
 Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
 Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
 Minn. Stat. § 152.32 (Protections for Registry Program Participation)
 Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)
 Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
 Minn. Stat. § 221.031 (Motor Carrier Rules)
 49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
 49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
 49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
 49 C.F.R. Parts 40 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)
 49 C.F.R. Part 382 (Controlled Substances and Alcohol Use and Testing)

Cross-References: MSBA/MASA Model Policy 403 (Discipline, Suspension, And Dismissal of School District Employees)
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
 MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
 MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Replacing: Policies 4035 & 4050
 Adopted: 08.16.2022
 Reviewed: 01.28.2025

ATTACHMENT A

— DRIVER ACKNOWLEDGMENT —

DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

I have received a copy of the Drug, **and** Alcohol, and Cannabis Testing Policy of Independent School District No. 709 Duluth, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Federally Mandated Drug and Alcohol Testing for School Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver's license.

The District's policy was provided to me:

- Upon adoption of the policy (employee).
- Upon my hire (job applicant/new employee).
- After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing (job applicant).

I also received materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or **drug** controlled substance problem; and available methods of intervening when an alcohol or drug problem is suspected.

I have been advised that the Alcohol and Controlled Substances Testing Program Manager is Jeremy Kasapidis, Transportation Manager and that any questions I may have concerning the Policy should be directed to the Program Manager.

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

ATTACHMENT B

— BUS DRIVER OR DRIVER APPLICANT —
CONSENT TO SCHOOL DISTRICT CONDUCT
OF CLEARINGHOUSE FULL QUERY

Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver’s License (CDL) Drug and Alcohol Clearinghouse (“Clearinghouse”) to obtain information about whether the driver

- (1) has a verified positive, adulterated, or substituted controlled substances test result;
- (2) has an alcohol confirmation test with a concentration of 0.04 or higher;
- (3) has refused to submit to a test in violation of federal law; or
- (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law.

The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

I consent to the school district’s conduct of a Clearinghouse full query.

Dated: _____

Signature of Applicant

Typed or Printed Name

ATTACHMENT C

— BUS DRIVER OR DRIVER APPLICANT — REFUSAL TO SUBMIT TO TESTING

I hereby refuse to submit to drug/alcohol testing by doing the following:

- Failing to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so;
- Failing to remain at the testing site until the testing process is complete;
- Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;
- Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;
- Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;
- Failing or declining to take a second test as directed;
- Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);
- Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector, failing to sign the certification on the form);
- Failing to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process;
- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- Admitting to the collector or MRO that the driver adulterated or substituted the specimen; or
- Having a verified adulterated or substituted test as reported by the MRO.

[An applicant who fails to appear for a pre employment test, who leaves the testing site before the pre employment testing process commences, or who does not provide a urine specimen because he or she left before it commences, is not deemed to have refused to submit to testing.]

I recognize that my refusal subjects me to the consequences specified in federal law and regulations. It also constitutes a presumption of a positive result. I further recognize that if I am an applicant, I will be disqualified from consideration for the conditionally-offered position. If I am an employee, I will not be permitted to perform safety-sensitive functions, and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If the school district offers me an opportunity to return to a DOT safety-sensitive function, I understand I will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

Date: _____

Time: _____

Signature of Employee/Applicant

Supervisor: _____

Supervisor's Signature

Comments: _____

Employee refusal to sign

Supervisor's Initials: _____

ATTACHMENT D

-PRETEST NOTICE-

I, the undersigned employee/job applicant of Independent School District No. 709, Duluth , Minnesota ("School District") do hereby acknowledge that I have been provided a copy of the School. District's Drug, Alcohol, and Cannabis Testing Policy.

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

ATTACHMENT E

[Employee Name]
[Employee Address]

RE: Drug, ~~and/or~~ Alcohol, and/or Cannabis Test
[Date of Testing]

NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

Test Results:

Independent School District No. 709, Duluth, Minnesota has received the test result report from the testing laboratory:

- Your initial screening test result was negative.
- Your confirmatory test result was negative.
- Your confirmatory test result was positive.

Test Result Report:

You have the right to request and receive from the school district a copy of the test result on any drug, ~~or~~ alcohol test or cannabis test.

Right to Explain Positive Test Result:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information already submitted, to explain that result. Attached to this Notice is a document entitled "Explanation of Positive Test Result" for this purpose.

Right to Request Confirmatory Retests:

In the case of a positive test result on a confirmatory test, you have the right to request a confirmatory retest of the original sample at your own expense.

Within five (5) working days after notice of the confirmatory test result, you must notify the school district in writing of your intention to obtain a confirmatory retest.

Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that you have requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug, or alcohol, or cannabis threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against you.

Other Rights:

In the case of a positive test result on a confirmatory test, you may have other rights provided under the sections detailed below.

A. Employee Discharge and Discipline

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee whose position does not require a commercial driver's license on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
3. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.
5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

B. Withdrawal of Applicant's Job Offer

If a job applicant for a position that does not require a commercial driver's license has received a job offer made contingent on the applicant passing drug, ~~and~~ alcohol, and/or cannabis testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

ATTACHMENT F

EXPLANATION OF POSITIVE TEST RESULT

I, the undersigned employee/job applicant of Independent School District No. 709, Duluth, Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive test result on a confirmatory test.

I am currently taking or have recently taken:

- no over-the-counter or prescription medications; or
- the following over-the-counter or prescription medications:

I also offer the following information relevant to the reliability of, or explanation for, a positive test result:

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

ATTACHMENT G

— ACKNOWLEDGMENT —

DRUG, ~~AND~~ ALCOHOL, AND CANNABIS TESTING POLICY

I have received a copy of the Drug, ~~and~~ Alcohol, and Cannabis Testing Policy of Independent School District No. 709, Duluth, Minnesota and have read it in its entirety.

The District's policy was provided to me:

- Upon adoption of the policy (employee)
- Upon my hire (job applicant/new employee)
- After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug, ~~and~~ alcohol, and cannabis testing as applicable. (job applicant)

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

ATTACHMENT H

— ACKNOWLEDGMENT —

**GENERAL CONSENT FOR LIMITED QUERIES OF THE FEDERAL MOTOR CARRIER SAFETY
ADMINISTRATION (FMCSA) DRUG AND ALCOHOL CLEARINGHOUSE**

I, _____, hereby provide consent to Duluth Public Schools ISD 709 (“the District”) to conduct a limited query of the FMCSA Commercial Driver’s License Drug and Alcohol Clearinghouse (“Clearinghouse”) to determine whether drug or alcohol violation information about me exists in the Clearinghouse for the duration of my employment with the District.

I understand that if the limited query conducted by the District indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to the District without first obtaining additional specific consent from me.

I further understand that if I refuse to provide consent for the District to conduct a limited query of the Clearinghouse, the District must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA’s drug and alcohol program regulations.

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

621 LITERACY AND THE READ ACT

I. PURPOSE

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

Duluth Public Schools places a high value on literacy as a core component of students' educational journey. The school district is committed to providing evidence-based reading instruction that is consistent with the Read Act, ensuring that students develop strong reading and writing skills. The school district emphasizes a comprehensive, standards based approach to literacy, encompassing foundational skills, vocabulary development, reading fluency, and reading comprehension. This dedication to literacy aims to equip every student with the essential tools for academic success and lifelong learning in all subject areas.

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 "expressive language" or "receptive 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. This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.
- 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 reading screener to students in kindergarten through grade 3 within the first six weeks of the school year, by February 15 each 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, after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and give the parent of each student who is not reading at or above grade level information from the screener 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. For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.
- E. 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, and students enrolled in dual language immersion programs, 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 expressive or receptive language mastery. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills.
- 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. For students enrolled in dual language immersion programs:
1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under paragraph A above;
 2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;
 3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;
 4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and
 5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.
- D. 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.
- E. 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.
- F. The school district must include in its local 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 characteristics of reading difficulties, including 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 aligned and targeted 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.119, 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.119.
- 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 aligned and targeted reading intervention as defined by the MTSS framework 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.

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 and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;
 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.
 9. the number of teachers and other staff that have completed training approved by the department;
 10. the number of teachers and other staff proposed for training in structured literacy;
 11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;
 12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98; and
 13. beginning on December 31, 2025, for a district with a dual language immersion program:
 - a. the program's partner language;
 - b. grade levels included in the program;
 - c. the language used to screen students' foundational reading skills;
 - d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and
 - e. the number of students in the program in grades 4 to 12 who are identified as not reading at grade level.
- B. Annually by June 15, 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.
- C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

VIII. STAFF TRAINING

- A. The district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by July 1, 2026:
1. reading 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. kindergarten through grade 12 special education teachers responsible for foundational reading instruction;
 4. curriculum directors;
 5. instructional support staff, contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher;
 6. employees who select literacy instructional materials for a district; and
 7. teachers holding English as a second language teaching licenses.
- B. The school district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027:
1. teachers who provide foundational reading instruction to students in grades 4 to 12;
 2. teachers who provide instruction to students in a state-approved alternative program; and
 3. teachers who provide instruction to students in dual language immersion programs.
- The Commissioner 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.
- D. Training provided by the following may satisfy the professional development requirements under this Article:
1. a certified trained facilitator; or
 2. a training program that MDE has determined meets the professional development 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.119 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 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 AID USES

The school district must use its literacy aid to meet the requirements and goals adopted in the school district's local literacy plan.

Legal References: Minn. Stat. § 120B.119 (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

First Reading: 11.26.24
Second Reading: 12.03.24
Adopted: 12.17.24
Reviewed:

621 LITERACY AND THE READ ACT

I. PURPOSE

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

Duluth Public Schools places a high value on literacy as a core component of students' educational journey. The school district is committed to providing evidence-based reading instruction that is consistent with the Read Act, ensuring that students develop strong reading and writing skills. The school district emphasizes a comprehensive, standards based approach to literacy, encompassing foundational skills, vocabulary development, reading fluency, and reading comprehension. This dedication to literacy aims to equip every student with the essential tools for academic success and lifelong learning in all subject areas.

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 expressive~~ language," or ~~receptive 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. ~~This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.~~
- 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, ~~by February 15 each year~~, and again within the last six weeks of the school year. The

screeener 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 ~~follow the language access plan under Minnesota Statutes, section 123B.32 and~~ give the parent of each student who is not reading at or above grade level ~~timely~~ information ~~from the screener~~ 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. ~~For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.~~
- ~~DE.~~ 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, ~~and students enrolled in dual language immersion programs~~, 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 expressive or receptive language mastery~~. ~~The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills.~~
- 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. ~~For students enrolled in dual language immersion programs:~~

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1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under paragraph A above;
 2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;
 3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;
 4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and
 5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.
- ED.** 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.
- DE.** 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.
- EF.** The school district must include in its **local** 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 **characteristics of reading difficulties, including** 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 **aligned and targeted** 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.119, 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.119.

[NOTE: Starting in the 2026-2027 school year, a school district must use only evidence-based literary interventions. The 2025 Minnesota legislature amended Minnesota Statutes, section 120B.12, subdivision 3, to delay the 2025-26 requirement for one school year.]

- 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 **aligned and targeted** reading intervention **as defined by the MTSS framework** 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.

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 **and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;**
 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;
 10. the number of teachers and other staff proposed for training in structured literacy;
 11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;
 12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98; and
 13. beginning on December 31, 2025, for a district with a dual language immersion program:
 - a. the program's partner language;
 - b. grade levels included in the program;
 - c. the language used to screen students' foundational reading skills;
 - d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and
 - e. the number of students in the program in grades 4 to 12 who are identified as not reading at grade level.
- B. **Annually by June 15, t**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.~~

- C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

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~~ The district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by July 1, 2026:

1. ~~reading~~ 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. ~~kindergarten through grade 12~~ special education teachers ~~responsible for foundational reading instruction;~~
4. curriculum directors;
5. instructional support staff, ~~contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher; who provide reading instruction; and~~
6. employees who select literacy instructional materials for a district; ~~and~~
7. ~~teachers holding English as a second language teaching licenses.~~

- B. The school district must provide training from a menu of approved evidence-based training programs to ~~the following teachers by July 1, 2027:~~

1. ~~teachers who provide foundational reading instruction to students in grades 4 to 12;~~
2. ~~teachers who provide instruction to students in a state-approved alternative program; and~~
3. ~~teachers who provide instruction to students in dual language immersion programs.~~

~~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.

- D. Training provided by the following may satisfy the professional development requirements under this Article:
1. a certified trained facilitator; or
 2. a training program that MDE has determined meets the professional development 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.119 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~~ meet the requirements and goals adopted in the school district's local literacy plan. ~~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.119;~~
- ~~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.~~

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 124D.98 to enact these changes.]

Legal References: Minn. Stat. § 120B.119 (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

First Reading: 11.26.24
 Second Reading: 12.03.24
 Adopted: 12.17.24

508 EXTENDED SCHOOL YEAR FOR CERTAIN STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS

I. PURPOSE

The purpose of this policy is to ensure that the school district complies with the overall requirements of law as mandated for certain students subject to individualized education programs (IEPs) when necessary to provide a free appropriate public education (FAPE).

II. GENERAL STATEMENT OF POLICY

- A. Extended School Year Services Must Be Available to Provide a FAPE. The school district shall provide extended school year (ESY) services to a student who is the subject of an IEP if the student's IEP team determines the services are necessary during a break in instruction in order to provide a FAPE.
- B. Extended School Year Determination. At least annually, the IEP team must determine that a student is in need of ESY services if the student meets any of the following conditions:
1. There will be significant regression of a skill or acquired knowledge from the student's level of performance on an annual goal that requires more than the length of the break in instruction to recoup unless the IEP team determines a shorter time for recoupment is more appropriate; OR
 2. Services are necessary for the student to attain and maintain self-sufficiency because of the critical nature of the skill addressed by an annual goal, the student's age and level of development, and the timeliness for teaching the skill; OR
 3. The IEP team otherwise determines, given the student's unique needs, that ESY services are necessary to ensure the pupil receives a FAPE.
- C. Required Factors Schools Must Consider in Making ESY Determinations. The IEP team must decide ESY eligibility using information including:
1. Prior observations of the student's regression and recoupment over the summer;
 2. Observations of the student's tendency to regress over extended breaks in instruction during the school year; and
 3. Experience with other students with similar instructional needs.
- D. Additional Factors to Consider, Where Relevant. In making its determination of ESY needs, the following factors must be considered, where relevant:
1. The student's progress and maintenance of skills during the regular school year.
 2. The student's degree of impairment.
 3. The student's rate of progress.
 4. The student's behavioral or physical problems.
 5. The availability of alternative resources.

- 6. The student’s ability and need to interact with nondisabled peers.
 - 7. The areas of the student’s curriculum which need continuous attention.
 - 8. The student’s vocational needs.
- E. No Unilateral Decisions. In the course of providing ESY services to children with disabilities, the school district may not unilaterally limit the type, amount, or duration of those services.
- F. Services to Nonresident Students Temporarily Placed in School District. A school district may provide ESY services to nonresident children with disabilities temporarily placed in the school district in accordance with applicable state law.

Legal References: Minn. Stat. § 125A.14 (Extended School Year)
 Minn. Rules Part 3525.0755
 20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
 34 C.F.R. Part 300 (IDEA Regulations)

First Reading: 05.03.2022
 Second Reading: 06.07.2022
 Adopted: 06.21.2022
 Reviewed:

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First Reading: 05.03.2022 ~~May 3, 2022~~
 Second Reading: 06.07.2022
 Adopted: 06.21.2022 ~~June 21, 2022~~
 Reviewed:

101.1 NAME OF THE SCHOOL DISTRICT

I. PURPOSE

The purpose of this policy is to clarify the name of the school district.

II. GENERAL STATEMENT OF POLICY

Pursuant to statute, the official name of the school district is Independent School District No. 709. However, the school district is often referred to by other informal names. In order to avoid confusion and to encourage consistency in school district letterheads, signage, publications and other materials, the school board intends to establish a uniform name for the school district.

III. UNIFORM NAME

- A. The name of the school district shall be Duluth Public Schools.
- B. The name specified above may be used to refer to the school district and may be shown on school district letterheads, signage, publications and other materials.
- C. In official communications and on school district ballots, the school district shall be referred to as Independent School District No. 709 Duluth Public Schools, but inadvertent failure to use the correct name shall not invalidate any legal proceeding or matter or affect the validity of any document.

Legal References: Minn. Stat. § 123A.55 (Classes, Number)

Cross References: None

First Reading: 03.22.2016

Adopted: 04.19.2016

Reviewed: 10.18.2022

Reviewed:

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Legal References: Minn. Stat. § 123A.55 (Classes, Number)

Cross References: None

First Reading: 03.22.2016 ~~March 22, 2016~~
 Adopted: 04.19.2016 ~~April 19, 2016 ISD 709~~
 Reviewed: 10.18.2022 ~~October 18, 2022~~
 Reviewed:

101 LEGAL STATUS OF THE SCHOOL DISTRICT

I. PURPOSE

A primary principle of this nation is that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.
- B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school board's authority to govern, manage, and control the school district, to carry out its duties and responsibilities, and to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

III. RELATIONSHIP TO OTHER ENTITIES

- A. The school district is a separate legal entity.
- B. The school district is coordinate with and not subordinate to the county(ies) in which it is situated.
- C. The school district is not subservient to municipalities within its territory.

IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT

- A. Funds
 - 1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools and authority to manage and expend such funds, subject to applicable law.
 - 2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.
 - 3. School district officials occupy a fiduciary position in the management and expenditure of funds entrusted to them.
- B. Raising Funds
 - 1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.

2. The school district may issue bonds in accordance with the provisions of Minnesota Statutes chapter 475, or other applicable law.
3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
2. The school district shall manage its property in a manner consistent with the educational functions of the district.
3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
4. School district officials hold school property as trustees for the use and benefit of students, taxpayers, and the community.

D. Contracts

1. The school district is empowered to enter into contracts in the manner provided by law.
2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minnesota Statutes section 465.71 or other applicable law.
3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including real property.
4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter into written collective bargaining agreements with such employees, subject to applicable law.

E. Textbooks, Educational Materials, and Studies

1. The school district, through its school board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.
2. The school district shall establish and apply the school curriculum.

F. Actions and Suits

The school district has authority to sue and to be sued.

Legal References: Minn. Const. art. 13, § 1
 Minn. Stat. Ch. 123B (School District Powers and Duties)
 Minn. Stat. Ch. 179A (Public Employment Labo Relations)
 Minn. Stat. § 465.035 (Public Corporation, Conveyance or Lease of Land)
 Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.6175; 471.64 (Rights, Powers, Duties; Municipalities)
Minnesota Association of Public Schools v. Hanson, 287 Minn. 415, 178 N.W.2d 846 (1970)
Independent School District No. 581 v. Mattheis, 275 Minn. 383, 147 N.W.2d 374 (1966)
Village of Blaine v. Independent School District No. 12, 272 Minn. 343, 138 N.W.2d 32 (1965)
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State v. Lakeside Land Co., 71 Minn. 283, 73 N.W.970 (1898)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of School Board)
 MSBA/MASA Model Policy 603 (Curriculum Development)
 MSBA/MASA Model Policy 604 (Instructional Curriculum)
 MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
 MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
 MSBA/MASA Model Policy 705 (Investments)
 MSBA/MASA Model Policy 706 (Acceptance of Gifts)
 MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
 MSBA School Law Bulletin "F" (School District Contract and Bidding Procedures)

First Reading: 03.22.2016
 Adopted: 04.19.2016
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First Reading: 03.22.2016 ~~March 22, 2016~~
 Adopted: 04.19.2016 ~~April 19, 2016~~
 Reviewed: 10.18.2022 ~~October 18, 2022~~
 Reviewed:

~~1100—PUBLIC PERFORMANCES BY STUDENTS~~

~~The School Board recognizes that worthy and appropriate educational values accrue from pupil participation in civic and community affairs. Teachers are encouraged to provide students for public performances when such performances contribute to the educational process and objectives of that particular class or activity and when it does not interfere unduly with other scheduled classes or activities within the school. All requests for students to leave the building must be cleared by the principal who shall make certain that the safety and welfare of each student is protected.~~

~~School groups may, with the permission of the principal, participate in local public events which fall into the following classifications:~~

- ~~• Events sponsored by the schools. Educational events in which the schools serve as hosts shall have priority in scheduling appearances.~~
- ~~• Community functions organized in the interests of the school such as those that might be originated by the Parent Teacher Association.~~
- ~~• Non-commercial civic occasions of community, county, state or national interest of sufficient breadth to enlist general sympathy and cooperation.~~
- ~~• Events that are primarily patriotic in nature.~~
- ~~• Charity benefit activities provided such activity has been specifically approved in advance by the Superintendent.~~
- ~~• Programs sponsored by established character-building agencies, or programs sponsored jointly by the school~~
- ~~• District and mass communication media where the time or space given to the programs are of a public service nature.~~

~~School groups may not participate in events that fall into any of the following classifications:~~

- ~~• Events that are for the purpose of private gain or for the advertising of any commercial project or product. A school name, the names of school-sponsored groups or school equipment shall not be exploited in events of a commercial nature.~~
- ~~• Events that are for the furtherance of any politically partisan interest.~~
- ~~• Events that are primarily for the furtherance of any sectarian concern.~~
- ~~• Events that cause an undue amount of interference with the regular school program or that cause an excessive amount of absence due to rehearsal or preparation.~~
- ~~• Events from which any individual is excluded because of race, color, creed, or gender.~~

~~Students may perform where admission fees are charged only if the proceeds are used for charitable, educational, civic, or service purposes. Gifts for performances may be accepted by the school, but not by individual students. Costs directly related to performances, the supervision of the students and liability protection for the participants will be responsibilities of the School District.~~

~~Adopted: 06-09-1970 ISD-709~~

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

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Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

~~3020 TUITION FEES – INCOMING NON-RESIDENT~~

~~Tuition for non-resident pupils shall be determined by the School Board for both elementary and secondary schools.~~

~~Non-resident pupils will be accepted subject to approval of the Superintendent and applicable state statutes.~~

~~Non-resident tuition fees shall be fixed on the basis of actual total maintenance cost plus expenditures, or authorized charges for capital outlay, and shall be annually approved by the School Board.~~

~~All tuition billings shall be based on membership of the non-resident with new enrollments, transfers or withdrawals calculated to the actual days of membership.~~

~~Adopted: 06-09-1970 ISD-709~~

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

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Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

~~**3025 TUITION FEES – OUTGOING RESIDENT**~~

~~Resident pupils who have special needs, or who have been consigned for correction or special help to a facility in another school district, may have their tuition paid by the Duluth School District after proper consideration by the School Board.~~

~~Adopted: 06-09-1970 ISD-709~~

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

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Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

~~3030~~ **MATERIAL FEES**

~~The students are responsible for the cost of replacing any materials or property which are lost or damaged through negligence or vandalism. Minimum fees will be charged for materials used in those activities beyond the basic academic curriculum or in which the students elect to participate, and in shop and art activities where the product becomes the property of the student.~~

~~Reference: MSA 123.35~~

~~Adopted: 06-09-1970 ISD 709~~

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

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Reference: MSA 123.35

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

~~3035 SALE AND DISPOSAL OF EQUIPMENT~~

~~The Director of Business Services shall be authorized to dispose of obsolete equipment by selling it to the highest bidder and shall report all such transactions of \$50 or more to the School Board. Equipment or materials acquired under a federal program are to be disposed according to the guidelines established by the federal agency or the state's administrative agency under which they were issued.~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995~~

~~03-20-2001 ISD 709~~

3035 SALE AND DISPOSAL OF EQUIPMENT

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Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

03-20-2001 ISD 709

3050—FUNDS MANAGEMENT

~~The School Board is responsible for the control of all funds of the School District, including internal funds. The School Board authorizes each school to maintain one checking, savings, and money market account and multiple certificates of deposit. The checking account shall be established for the receipt and disbursement of certain curricular, co-curricular, non-curricular and extra-curricular monies as identified in the Secondary, Middle, and Transitional Student Activity Accounting Procedures and the Elementary Student Activity Accounting Procedures. These funds shall be administered by and be the responsibility of the individual school principal. The funds shall be accounted for using the Student Activity Accounting Procedures and shall be consistent with other School Board policies relating to the administration of funds and curricular, co-curricular, non-curricular, and extra-curricular activities.~~

~~Reference: MSA 123.34~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 11-16-1993~~

~~06-20-1995 ISD 709~~

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Reference: MSA 123.34

Adopted: 06-09-1970 ISD 709

Revised: 11-16-1993

06-20-1995 ISD 709

~~3055 — PURCHASING~~

~~It is the intention of the School Board that not only the letter but the spirit of all laws and regulations relating to purchases by the School District, and the control of its finances and property, be abided by strictly and without exception. All purchases shall be made through the Purchasing Department. Purchasing transactions will be authorized on properly signed purchase orders or administered by purchasing cards through the purchasing/finance departments. No unauthorized persons shall make purchases, enter into contracts, or make commitments in the name, or on behalf of the School Board or the School District. The Superintendent or Business Services Director are authorized to contract for goods and services in accordance with the provisions of Minnesota State Statutes.~~

~~To help achieve both quality control and the price advantage of quantity purchasing, the administration is requested to:~~

- ~~1. Set open specifications for goods and services as needed.~~
- ~~2. Where feasible and as a convenience to bidders, cite one or more acceptable brands, or models, as a basis for bids even though the specifications are "open." Educational factors shall be considered along with price factors.~~
- ~~3. Invite vendors to bid on those specifications or examples, as well as comparable ones which the vendors believe to be acceptable according to the specifications.~~

~~The Director of Technology will approve all computer hardware purchases/leases exceeding \$500.00. All computer hardware purchases must follow standards established by the Technology Department. These computer standards will be reviewed annually as to affordability, stability and maintenance history.~~

~~Any deviations from this policy will be reported to the School Board at the next regular Board meeting.~~

~~References: MSA 123B.14~~

~~———— MSA 123B.51~~

~~———— MSA 123B.52~~

~~———— MSA 471.345~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995~~

~~———— 02-15-2005~~

~~———— 12-16-1997~~

~~———— 07-21-1998 ISD-709~~

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Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995
02-15-2005
12-16-1997
07-21-1998 ISD 709

3130 MAINTENANCE AND OPERATION OF PLANT

An effective educational program requires clean, healthful, safe, business-like and attractive physical facilities. The maintenance and custodial staff is charged with the responsibility of caring for and protecting these facilities. In order to carry out an efficient maintenance program, the building engineer and other custodial staff must receive the cooperation of the pupils, the teachers, and the principal.

The principal's responsibility is one of direction and supervision. Each custodian must have a daily work schedule in order to accomplish his/her part of the overall task. He/she must be given directions on how to perform the various duties assigned to him/her. The principal may supervise and check to ensure that all custodians are doing their share of the work to the best of their ability and report any discrepancies to the Supervisor of Operations & Inventory.

A factual report by the principal on the performance and conduct of the building engineer will be made to the Supervisor of Operations & Inventory semi-annually. Areas of safety in the operation of a physical facility that must be addressed by the maintenance and custodial staff (with the assistance of all staff members in the building) are as follows:

1. The accumulation of materials which can cause fires or can add fuel to a fire must be eliminated wherever possible.
2. Quantities of paper should not be accumulated in other than the central storage area.
3. Stage and auditorium areas are to be kept free of debris. Stage managers have "standing" instructions to discard anything not part of regular stage equipment within twenty four (24) hours after a performance is completed.
4. Walkways must be kept clear of snow and safe for pedestrian traffic at all times. Frequent checks for slippery conditions during the thawing weather are vital. Non skid materials shall be used as required.
5. Fire alarms are to be set off and checked daily by the building engineer or his/her staff, before or after the regular school day. A different station is to be checked each day to ensure that all fire stations and alarms are in operation.
6. Fire extinguishers are to be checked frequently and kept in perfect order. They must also be checked annually by the State Fire Marshal and certified as to their readiness.
7. A complete fire drill and exit program must be worked out by the school principal. Practice fire drills must be held frequently enough so that all pupils know where they must exit and the route they must take to prevent confusion. Each classroom shall contain a fire drill instruction chart mounted in a conspicuous manner by the classroom door. Each teacher shall be responsible for the exit of his/her class at the time on an alarm.
8. All exit lights must be on when the school building is occupied.
9. Combustible liquids must be kept only by the engineer in a storage area specified for "combustible liquids" and in a safety approved container only.
10. Lighted candles or any other form of open flame, other than bunsen burners or acetylene torches in a controlled classroom situation, are strictly forbidden.

~~Adopted: 06-09-1970 ISD-709~~

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

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Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

~~3137 — MEMBERSHIPS IN COMMUNITY ORGANIZATIONS~~

~~The District prohibits the use of public funds to join or pay for District or employee membership in community service organizations including but not limited to the Kiwanis, the Rotary, the Chamber of Commerce, or the Lions Club. In the event that the membership is paid for as part of an employee's individual or union/unit contract, the superintendent has the authority to approve payments to such community organizations that serve a public purpose and advance the educational mission of the District, as he/she and the Board deems appropriate.~~

~~Adopted: 12-16-2003 ISD 709~~

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Adopted: 12-16-2003 ISD 709

~~3155 — TRANSPORTATION — RESPONSIBILITY OF TEACHERS~~

~~Each elementary and secondary curricular (field) and co-curricular trip must be requisitioned by the teacher or coach. The trip must be approved by the building principal, athletic director, or special education supervisor when applicable. The requisition form must be forwarded to the Transportation Department so as to arrive at least five (5) working days prior to the date of the trip.~~

~~Prior to initiating a request for a curricular activity (field trip), consideration of the following is imperative:~~

- ~~1. Field trips shall be limited to the Twin Ports (Duluth-Superior) area.~~
- ~~2. Field trips shall be considered on the basis of their importance to the curriculum in providing culminating and aesthetic experiences.~~
- ~~3. Field trip activity between grade levels in the same building shall be coordinated so that students in the building do not participate in a field trip to the same educational experience from one grade level to the next. Certain destinations may offer a changing program which can result in students being transported to the same destination in more than one (1) grade level.~~
- ~~4. Buses requested for curricular (field trip) purposes shall leave and return within the same school day.~~
- ~~5. Teachers shall not arrange field trip(s) to attend an event which is a direct result of a vendor coming into the school to solicit trade for the product or service the vendor promotes.~~
- ~~6. School District buses shall be the primary source of transportation available for elementary and secondary field trips.~~
- ~~7. Buses shall not be requisitioned for a field trip to a location one-half (.5) mile or less from the home school.~~
- ~~8. The individual initiating the requisition shall determine if other groups from the same school are intending to request transportation to the same location. If this is the case, a single requisition shall be submitted so that duplication of trips can be avoided.~~

~~When requesting transportation for either curricular (field) or co-curricular trips, the individual completing the requisition shall:~~

- ~~1. Provide an accurate count of students and adults, plus wheelchairs, and the actual date for each trip.~~
- ~~2. Not request a deviation from the normal route either to or on the return trip from the location. Such deviation shall not be requested during the trip as well.~~
- ~~3. Shall indicate the time of day the bus is actually needed so that buses need not arrive in advance of this time causing undue expenditure.~~

~~The teacher shall receive consent and waiver of the parent/guardian in writing for all cases where the student is to be transported for related school trips other than regular bus trips to and from school.~~

~~Teachers who have requisitioned a curricular or co-curricular trip shall see that students are ready to board the bus promptly at the time indicated. The teacher shall indicate on the requisition form where at the building students will be available to board the bus(es).~~

~~Teams participating in school sponsored events shall ride the designated bus from the home school to the event and return on the bus from the event back to the home school.~~

~~Teachers or personnel assigned to accompany students on field trips shall assist in promoting and maintaining proper student behavior on the bus.~~

~~Teachers shall not authorize student transportation to and from school without the consent of the principal.~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 10-21-1975~~

~~11-13-1979~~

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Adopted: 06-09-1970 ISD 709

Revised: 10-21-1975

11-13-1979

07-11-1989

06-20-1995 ISD 709

~~3180 — CHILD NUTRITION~~

~~The School District's purpose in having a Child Nutrition program is to make it possible for all students to have a nutritionally adequate lunch and, in selected situations, breakfast. Breakfast programs will be provided at school sites where experimental programs sustained a participation of at least twenty five (25) students.~~

~~1. Operational Objectives~~

- ~~-a. To make the maximum contribution to the educational experience of students.~~
- ~~-b. To be non profit and to offer minimum competition to commercial firms.~~
- ~~-c. To comply in every way with federal, state, and School Board policies and regulations.~~
- ~~-d. To cooperate with all segments of the School District in providing appropriate service aside from the normal child nutrition operation, such as banquets, special events, etc.~~
- ~~-e. To comply strictly with laws and regulations pertaining to health, sanitation and safety, internal accounting, employment practices, dietary components, meal prices, and periodic reporting as required.~~

~~2. Operational Procedures~~

- ~~A. The Child Nutrition Department shall be under the direction of the Supervisor of Child Nutrition.~~
- ~~B. The Child Nutrition Cafeteria Manager in each school has a dual reporting relationship, i.e., to the principal for day to day directions, such as serving times, special events, emergency situations, etc., and to the Supervisor of Child Nutrition or his/her designee for overall operations, such as menus, inventory, working hours, money collections, staffing levels, etc.~~
- ~~C. All students may bring their meals or purchase hot meals, but shall in all cases be subject to the rules and regulations of the building. The principal shall be responsible for the execution of such rules and regulations.~~
- ~~D. Food, other than that offered through the regular meal program, will be made available to students during school hours only when in compliance with the following conditions:~~
 - ~~(1) Food or beverages offered prior to or during regular lunch serving time shall be food which contributes to the nutritional needs of students and not be food items classified as empty calorie foods and will not be offered in direct competition or in place of established district supported meal programs. Some acceptable items would be fruit, vegetables, juice containing at least 50% real juice, milk, consommé, sandwiches, ice cream, or bread items made from enriched or whole grain flours, etc.~~
 - ~~(2) Food or beverage vending machines in schools must be inoperative from the beginning of the school day until one half hour after the end of the last lunch period of the day unless the foods or beverages contained therein comply with #1 above.~~

~~E. Foods, other than that provided and prepared by Child Nutrition Department employees, shall be under the regulations of the St. Louis County Health Department.~~

~~F. Banquets or special dinners may be served in school cafeterias for school related functions. The costs of these services shall be paid by the using group and using group shall adhere to the following:~~

~~(a) All food and beverage is delivered, prepared, and ready to serve in the cafeteria.~~

~~(b) The cafeteria manager is on duty and paid by the organization to supervise the usage of the facility.~~

~~(c) Dishes and silver of the cafeteria may be used, but it shall be the responsibility of the organization under the direction of the cafeteria manager to return, clean, and store items in the same manner before its usage.~~

~~(d) All requests and arrangements for cafeteria use must be made in advance through the building principal and coordinated with the cafeteria manager.~~

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

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Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

~~3185 CHILD NUTRITION COMMODITIES~~

~~Child Nutrition commodities are expressly for use in the preparation of children's lunches. Proper inventories and controls at each building shall be enforced to ensure maximum economies and compliance with the intended use of the commodities.~~

~~Adopted: 06-09-1970 ISD 709~~

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

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Revised: 06-20-1995 ISD 709

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 7, 2025

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. Myers-Wilkins Spanish Immersion Update

2

2) Improving Systems

a. School Resource Officers Update

12

b. Vision Card - Strategic Road Map Update

23

3) Supporting Every Student - N/A

B. Budget Update - N/A

C. Other

4. ADJOURN

COW Agenda Cover Sheet

Meeting Date: October 7, 2025

Topic: Myers-Wilkins Spanish Immersion Update

Presenter(s): Brenda Spartz, Lisa Nicholson, Eve Hessler

Attachment: None

Brief Summary of Presentation or Topic (no more than a few sentences):
Update on the Myers-Wilkins Spanish Immersion program.

This Requires School Board Approval : No

Myers-Wilkins Spanish Immersion Update

Duluth Public Schools
Committee of the Whole

October 7, 2025



Goals for relocating six Spanish Immersion classrooms from Lowell to Myers-Wilkins:

- **More Opportunities**

To expand direct access to the Spanish Immersion Program for diverse students in the Myers-Wilkins attendance area.

- **Ease Overcrowding**

To reduce student numbers at Lowell Elementary by moving some Spanish Immersion classes to Myers-Wilkins.

- **Strengthen School Integration**

To help Myers-Wilkins Elementary, identified as a Racially Identifiable School, become a more integrated school community.



Increased Access

More Myers-Wilkins students are now attending the NV program in their neighborhood school.

- This year, 44% of Spanish Immersion kinders are from MW community.
- Last year, 28.2% of in-district transfer students were from the MW community.

Relieved Overcrowding

Lowell Elementary enrollment decreased by *149 students (June '25 = 634 ; Oct '25 = 485)

- Myers-Wilkins gained *149 students (June '25 = 313 ; Oct '25 = 462)
- According to the staff, Lowell is a much less crowded and chaotic.

Improved Integration

Changes have resulted in significant progress toward integration goals.

- Percentage of free/reduced meal status students decreased from 86.5% to *56.9%.
- Percentage of non-white students decreased from 65.8% to *43.4%.

*Data pulled from Educlimber October 2, 2025





Building a More Integrated School


Student Group	2024-2025	2025-2026
Free/Reduced Meal Status	86.5%	56.9%
Special Education	41.8%	29.4%
American Indian	28.1%	20.6%
Black	23.0%	15.1%
Two or More Races	11.8%	9.2%
Hispanic	1.9%	5.5%
White	34.2%	49.2%




Addressing Overcrowding

As part of the planning process, an analysis of Spanish immersion enrollment was conducted, which led to 2025-2026 projections for Lowell and Myers-Wilkins Nueva Visión Programs.

The below data shows both the planned projected enrollment with the corresponding actual enrollment as of September 2025.



MW NV Enrollment		
	Projected 1/2025	Actual 9/2025
K	25	25
1	21	26
2	22	23
3	25	28
4	25	28
5	22	17
Total	140	147



Lowell NV Enrollment		
	Projected 1/2025	Actual 9/2025
K	33	35
1	40	39
2	27	26
3	34	29
4	36	26
5	28	28
Total	198	183



Space Usage & Capacity

308

All six MW Spanish Immersion classes located in existing fully functional classrooms.

Considerations for class locations:

- Attempted to locate SI grade levels near English grade level peers
- Placed classrooms in appropriate sized classrooms

Adding these classes resulted in some building adjustments:

- Music room turned into SI kindergarten room (added bathroom)
- Two intervention rooms moved for SI 1st and 2nd grades
- Divided large classroom space into two classrooms for interventions
- Added two smaller spaces in library: one for Community Schools; one an office
- Divided large room on 3rd floor: one classroom; one small group space

Looking forward to 2026-2027:

- Plans underway to evaluate placement of classrooms
 - Specifically SI 3rd grade moving to 3rd floor nearer English programming peers

503





Family Engagement

- Myers-Wilkins is unique as the only elementary partnered with Duluth Community School Collaborative (DCSC).
 - One of the strategies under DCSC is Student and Family Engagement.
 - The MW DCSC holds monthly Site Leadership meetings, open to all family, school, and community members.
 - Purpose of this meeting: foster collaborative leadership and improve the school through the Community School model.
- Myers-Wilkins PTO is in the works.
 - MW did not have a PTO so this is a very exciting opportunity for the school community.



Collaboration

- Joint meetings between Lowell and Myers-Wilkins Spanish Immersion teachers have been scheduled throughout the school year.
 - Myers-Wilkins Spanish Immersion teachers will have scheduled PLCs both with their MW English grade level colleagues as well PLCs with grade level Lowell Spanish Immersion partners.
- Teacher professional development days will provide time and space for Myers-Wilkins and Lowell Spanish Immersion grade level teachers to partner in multiple ways.
- Grade level Spanish Immersion teachers will be working together to create curricular documents over the course of the school year.



Connection

3051

Adding to the daily experience at MW is the full integration of all students in each grade two times per day.

- **Specialist (music, art, PE, media):**
 - All 4 sections of each grade level combine to create 4 different classes for specialist time.
 - Instead of going with their class, English and Spanish classes fully mix up into the red, blue, green, and yellow groups and then go to specialists.
- **Lunch/Recess:**
 - Each grade level goes to lunch and recess together.
 - Example, all 4th grade students in both English and Spanish Immersion classes go together for both lunch and recess.

COW Agenda Cover Sheet

Meeting Date: October 7, 2025

Topic: SRO Program Update

Presenter(s): Jen Larva

Attachment (yes or no): Yes

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

A review of the School Resource Officer (SRO) program and completed program assessment from the 2024-25 school year.

SRO Program Update

October 7, 2025

How to find information about our SRO program

3084

Go to isd709.org

On the “About Us” drop down, click on “School Resource Officers”

To meet our SRO officers click on each name:

- Officer Dardis - East HS
- Officer Hanna - Ordean East MS
- Officer Chaney - Lincoln Park MS
- Officer Simons - Denfeld HS



SRO Advisory Committee

24-25 Agenda Review

Met in February and May

- Established a program assessment checklist
- Discussed survey administration and results
- Reviewed citation and restorative actions data
- Reviewed program assessment data

SRO Program Assessment

Focus Area:

Building Relationships



01 All site SROs successfully built student relationships

03 SROs met with 91 of 92 student groups³¹¹⁷

02 Student visibility surveys were 83.8% positive

04 SROs attended 165 after-school activities



**School Resource Officer
Year by Year
Activity Comparison**



3128

	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
Positive Student Interactions	30,320	41,035	115,476
Positive Teacher Interactions	9,715	17,410	23,953
Student Group Visit Requests		28	98
Student Group Visits		21	97
Elementary School Visits	101	62	68
Counseling/Mentoring Sessions	862	1,106	1,410
After School Activities Attended	113	133	174
De-escalation Opportunities	250	227	261
Restorative Action		194	254

SRO Program Assessment Findings

3139



- Family and student survey data remained consistent
- Significant decrease in survey sample sizes
- Principals to provide input for SRO evaluations
- Recommendation to evaluate officers in April

Professional Development Highlights

3120

- All SROs received professional development training
- Cultural responsive and implicit bias training accomplished
- SROs will attend a MN Juvenile Officers conference
- SROs are not attending district professional development days



Communication & Transparency

3121

01 — [Citation](#) and complaint data updated monthly on website

Resources

- + Citation Data
- + Student and Family Survey Data
- + School Resource Officer Activity Data

02 — SRO website updated with new officers



Contacts

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COW Agenda Cover Sheet

Meeting Date: October 7, 2025

Topic: Strategic Roadmap Update - Vision Card Development

Presenter(s): John Magas, Superintendent

Attachment: [COW Vision Card Presentation](#)

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

The intent of this presentation is to inform the board regarding the development of our district Vision Card, as well as to explain where this work fits within the overall strategic planning efforts of the district. The Vision Card will consist of both inward and outward facing measures and will serve as the Key Performance Indicators (KPI) for our efforts as a district to meet the desired daily experiences of our students, staff and families as we focus on Supporting Every Student, Advancing Equity, and Improving Systems.

This Requires School Board Approval : Not at this time

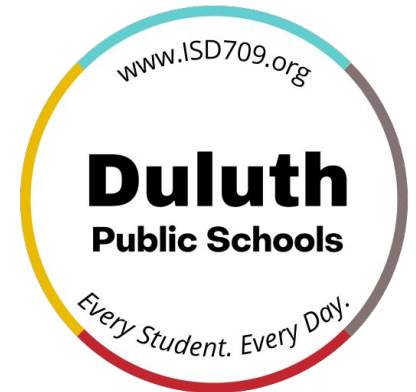
www.ISD709.org

Duluth Public Schools

Every Student. Every Day.

Strategic Road Map Update - Vision Card Development

October 7, 2025



OUR MISSION

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

3206

OUR VISION

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

OUR CORE VALUES

Learning



Developing a love of learning through life-long inquiry.

521

Excellence



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

Equity



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

Collaboration



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

Belonging



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

Strategic Roadmap

Improving on our ability to provide desired daily experiences to students, families, and staff through:

- Supporting Every Student
- Advancing Equity
- Improving Systems





Strategic Roadmap

We lay out the “big rocks” of our work through our annual district **Action Cards**.

- Action Cards provide a high level overview of the key District efforts as we work towards our three focus areas.
- Action Cards do not represent ALL the work being done, but rather highlight our front burner efforts and assist us in prioritizing resources.

524

<https://youtu.be/W3hhiShzKTE>



2025-28 Operational Plan

3240

- [Duluth Public Schools 3-Year Operational Plan](#)

Questions

Policy Committee Meeting
 Duluth Public Schools, ISD 709
 Agenda
 Thursday, October 9, 2025
 District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811
 4:30 PM

1. AGENDA ITEMS	
2. POLICIES FOR FIRST READING	
A. 303 Superintendent Selection	2
B. 304 Superintendent Contract, Duties, and Evaluation	3
C. 306 Administrator Code of Ethics	4
3. POLICIES FOR SECOND READING	
A. 301 School District Administration (replacing 2055 Quality of Work Life - Philosophy)	6
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4. POLICIES FOR REVIEW	
A. 416 Drug, Alcohol, and Cannabis Testing	12
B. 621 Literacy and the Read Act	47
C. 508 Extended School Year for Certain Students with Individualized Education Plans	56
D. 101.1 Name of the School District	58
E. 101 Legal Status of the School District	59
5. POLICIES TO BE DELETED	
A. 1100 Public Performances by Students	62
6. POLICIES TO CONSIDER FOR DELETION	
A. 3000 Series	64
7. REGULATIONS - Informational	
A. Deletion of 2055R Quality of Work Life	152
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Adopted: _____

MSBA/MASA Model Policy 303

Orig. 1995

Revised: _____

Rev. 2022

303 SUPERINTENDENT SELECTION

I. PURPOSE

The purpose of this policy is to convey to the school community that the authority to select and employ a superintendent is vested in the school board.

II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent to serve as the chief executive officer of the school district and to conduct the daily operations of the school district.

III. QUALIFICATIONS

- A. The school board shall consider applicants who meet or exceed the licensing standards set by the Minnesota Board of School Administrators and qualifications established in the job description for the superintendent position. State and federal equal employment and nondiscrimination requirements shall be observed throughout the recruitment and selection process.
- B. The school board will consider professional preparation, experience, skill, and demonstrated competence of qualified applicants in making a final decision.

IV. SELECTION

- A. A process for recruitment, screening, and interviewing of candidates shall be developed by the school board.
- B. The school board may contract for assistance in the search for a superintendent.
- C. The school board shall provide the contract for the superintendent and specifically identify all conditions of employment mutually agreed upon with the superintendent. In so doing, the school board shall observe all requirements of state and federal law and school board policy.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Rules, Chapter 3512

Cross References: None

Adopted: _____

MSBA/MASA Model Policy 304

Orig. 1995

Revised: _____

Rev. 2022

304 SUPERINTENDENT CONTRACT, DUTIES, AND EVALUATION

I. PURPOSE

The purpose of this policy is to provide for the use of an employment contract with the superintendent, a position description, and the use of an approved instrument to evaluate performance.

II. GENERAL STATEMENT OF POLICY

- A. The superintendent's contract shall be used to formalize the employment relationship and to specifically identify and clarify all conditions of employment with the superintendent.
- B. The specific duties for which the superintendent is accountable shall be set forth in a position description for the superintendent and shall be measured by a performance appraisal instrument approved by the school board in consultation with the superintendent. The school board shall use this instrument to periodically evaluate the performance of the superintendent.
- C. The school board may use the model contract approved by the boards of the Minnesota School Boards Association and the Minnesota Association of School Administrators as a model instrument.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: None

Adopted: _____

MSBA/MASA Model Policy 306

Orig. 1995

Revised: _____

Rev. 2002

306 ADMINISTRATOR CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to establish the requirements of the school board that school administrators adhere to the standards of ethics and professional conduct in this policy and Minnesota law.

II. GENERAL STATEMENT OF POLICY

- A. An educational administrator's professional behavior must conform to an ethical code. The code must be idealistic and at the same time practical, so that it can apply reasonably to all educational administrators. The administrator acknowledges that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, the administrator assumes responsibility for providing professional leadership in the school and community. This responsibility requires the administrator to maintain standards of exemplary professional conduct. It must be recognized that the administrator's actions will be viewed and appraised by the community, professional associates, and students. To these ends, the administrator must subscribe to the following standards.
- B. The Educational Administrator:
1. Makes the well-being of students the fundamental value of all decision-making and actions.
 2. Fulfills professional responsibilities with honesty and integrity.
 3. Supports the principle of due process and protects the civil and human rights of all individuals.
 4. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
 5. Implements the school board's policies.
 6. Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals.
 7. Avoids using positions for personal gain through political, social, religious, economic, or other influence.
 8. Accepts academic degrees or professional certification only from duly accredited institutions.
 9. Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
 10. Honors all contracts until fulfillment, release, or dissolution is mutually agreed upon by all parties to the contract.

306 - 1 of 2

11. Adheres to the Code of Ethics for School Administrators in Minnesota Rule.

Legal References: Minn. Stat. § 122A.14, Subd. 4 (Duties of Board of School Administrators)
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)

Cross References: None

301 SCHOOL DISTRICT ADMINISTRATION

I. PURPOSE

The purpose of this policy is to clarify the role of the school district administration and its relationship with the school board.

II. GENERAL STATEMENT OF POLICY

- A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to develop a school environment that recognizes the dignity of each student and employee, and the right of each student to access educational programs and services equitably.
- B. The school board expects all activities related to school district operations to be administered in a well-planned manner, conducted in an orderly fashion, and to be consistent with the policies of the school board.
- C. The school board shall seek specific recommendations, background information and professional advice from the school district administration and will hold the administration accountable for sound management of the schools.
- D. Although the school board holds the superintendent ultimately responsible for administration of the school district and annual evaluation of each principal, the school board also recognizes the direct responsibility of principals for educational results and effective administration, supervisory, and instructional leadership at the school building level.
- E. The school board and school administration shall work together to share information and decisions that best serve the needs of school district students within financial and facility constraints that may exist.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)

Cross References: None

First Reading: 09.16.2025
Second Reading: 10.09.2025
Adopted:

Adopted: _____

MSBA/MASA Model Policy 301

Orig. 1995

Revised: _____

Rev. 2022

301 SCHOOL DISTRICT ADMINISTRATION

I. PURPOSE

The purpose of this policy is to clarify the role of the school district administration and its relationship with the school board.

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- E. The school board and school administration shall work together to share information and decisions that best serve the needs of school district students within financial and facility constraints that may exist.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)

Cross References: None

~~2055 QUALITY OF WORK LIFE – PHILOSOPHY~~

~~It is the goal of the School Board to achieve excellence in teaching, student achievement, community involvement, and general operations throughout the School District. It is the conviction of the School Board that the only way in which that goal may be achieved is through pooling the talent and wisdom of all of the employees of the School District. Therefore, it shall be the policy of the School District that programs of employee involvement and participation in problem solving and decision making processes shall be encouraged. Specifically, excellence in management shall be understood to be that management which:~~

- ~~1. Encourages participation and creativity among staff.~~
- ~~2. Builds commitment to shared goals.~~
- ~~3. Structures employee involvement so employees are routinely involved in decisions which affect them.~~
- ~~4. Sets a high priority on advocating for ideas generated by subordinates.~~
- ~~5. Develops a strong sense of trust and collegiality among all staff members in the pursuit of the goal of excellence.~~

~~Therefore, all supervisory personnel including principals, assistant superintendents, directors, and the Superintendent shall be expected to create and maintain a work environment that encourages employee participation, enhances communications within the School District, and promotes the general welfare of students and the morale of staff. All employees are called upon to work cooperatively and openly to maintain a network of communications which results in a shared pride in shared work and achievement of our common goal of excellence.~~

~~Reference: MS 179A.08, Sec. 9, Subd. I~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 09-11-1984~~

~~06-20-1995 ISD 709~~

305 POLICY IMPLEMENTATION

I. PURPOSE

The purpose of this policy is to clarify the responsibility of the school administration for implementation of school district policy.

II. GENERAL STATEMENT OF POLICY

- A. It shall be the responsibility of the superintendent to implement school district policy and to recommend additions or modifications thereto. The administration is authorized to develop procedures, guidelines, and directives to effectuate the implementation of school district policies. These procedures, guidelines, and directives shall not be inconsistent with said policies. At least annually, these written procedures, guidelines, and directives shall be presented to the school board for review.
- B. Employee and student handbooks shall be subject to annual review and approval by the school board.
- C. School principals and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the superintendent to assure compliance with school district policy and shall be approved by the school board.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)

First Reading: 09.16.2025

Second Reading: 10.08.2025

Adopted:

Adopted: _____

MSBA/MASA Model Policy 305

Orig. 1995

Revised: _____

Rev. 2022

305 POLICY IMPLEMENTATION

I. PURPOSE

The purpose of this policy is to clarify the responsibility of the school administration for implementation of school district policy.

II. GENERAL STATEMENT OF POLICY

- A. It shall be the responsibility of the superintendent to implement school district policy and to recommend additions or modifications thereto. The administration is authorized to develop procedures, guidelines, and directives to effectuate the implementation of school district policies. These procedures, guidelines, and directives shall not be inconsistent with said policies. At least annually, these written procedures, guidelines, and directives shall be presented to the school board for review.
- B. Employee and student handbooks shall be subject to annual review and approval by the school board.
- C. School principals and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the superintendent to assure compliance with school district policy and shall be approved by the school board.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)

~~2070 — POLICIES, REGULATIONS, AND BY LAWS — CONTROL~~

~~The Superintendent will appoint an administrator to establish and maintain an orderly plan for reviewing, updating, and making accessible the policies adopted by the School Board and the administrative rules and regulations needed to put them into effect. Accessibility is to extend to all employees of the School District, and to persons in the community on a need-to-know basis as determined by the Superintendent.~~

~~The Superintendent shall assign to an administrator the responsibility to keep the policies of the School Board up-to-date, and see to it that official copies of changes are sent to all personnel and organizations that have a copy of the Policies, Regulations, and By-Laws of the School Board. All proposed changes in policy must be submitted to the assigned administrator of the Policies, Regulations, and By-Laws where it will be studied and referred to the School Board for adoption or rejection. All books of adopted Policies, Regulations, and By-Laws must be kept up-to-date to ensure uniformity through the School District.~~

~~Adopted: 06-09-1970 ISD 709~~

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

416 DRUG, ALCOHOL, AND CANNABIS TESTING

I. PURPOSE

- A. The school board recognizes the significant problems created by drug, alcohol, and cannabis use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug, alcohol, and cannabis use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug, alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug, alcohol, and cannabis testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug, alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug, alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.
- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol or cannabis is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol or cannabis is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol or cannabis are prohibited from entering or remaining on school district property.
- E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.
- F. The school district may discipline, discharge, or take other adverse personnel action against an employee for cannabis flower, cannabis product, lower-potency hemp edible,

or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee is working, on school district premises, or operating a school district vehicle, machinery, or equipment as follows:

1. if, as the result of consuming cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product, the employee does not possess that clearness of intellect and control of self that the employee otherwise would have;
2. if cannabis testing verifies the presence of cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product following a confirmatory test;
3. as provided in the school district's written work rules for cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products and cannabis testing, provided that the rules are in writing and in a written policy that contains the minimum information required by Minnesota Statutes, section 181.952; or
4. as otherwise authorized or required under state or federal law or regulations, or if a failure to do so would cause the school district to lose a monetary or licensing-related benefit under federal law or regulations.

III. **FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS**

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, cannabis (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety sensitive duties, or cause employees to be removed from these covered duties,

and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.

6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.
9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.
12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.
16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written

notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

1. Pre-Employment Testing

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.
- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.
- d. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query (see Attachment B to this policy). The school district shall retain the consent for three (3) years from the date of the query.

2. Post-Accident Testing

- a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
- g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

3. Random Testing

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing
 - a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
 - b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
 - c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
 - d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.
5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.
6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.
7. Refusal to Submit and Attendant Consequences
 - a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
 - b. Refusal to submit to a required drug or alcohol test subjects the driver

or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

- c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
- d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety sensitive functions.
- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

- d. If the donor requests an analysis of the split specimen within seventy two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor’s failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.
- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
 - (1) The donor expressly declines the opportunity to discuss the test results;
 - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
 - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.
- b. Any test result less than 0.02 alcohol concentration is considered a “negative” test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor’s inability to provide a breath sample is genuine or constitutes a refusal to test.

- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.
2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and
 - b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
 - c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be [Perrin Mobile Medical, 9010 E Pettit Dr., Barnes, WI 54873, 715-378-2269], which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minnesota Statutes, Chapter 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the

federal regulations in a secure location with controlled access.

2. The required records shall be retained for the following minimum periods:

Basic records	5 years
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“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Alcohol and controlled substance collection procedures	2 years
Negative and cancelled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

“Education and training records” must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse (“Clearinghouse”) as required under federal law, including:

- a. The name of the person tested;
- b. Any verified positive, adulterated, or substituted drug test result;
- c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
- d. Any refusal to submit to any test required hereunder;
- e. Any report by a supervisor of actual knowledge of use as follows
 - i. Any on-duty alcohol use;
 - ii. Any pre-duty alcohol use;
 - iii. Any alcohol use following an accident; and
 - iv. Any controlled substance use.
- f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;
- g. Any negative return-to-duty test; and
- h. Any employer’s report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to duty requirements of federal DOT regulations have been completed.
2. Referral, Evaluation, and Treatment
 - a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.
 - b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.
 - c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.
 - d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.
3. Disciplinary Action
 - a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
 - b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
 - c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to cannabis testing or drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo cannabis testing or drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.
2. The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.
3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.

4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. CANNABIS TESTING OR DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug, alcohol, or cannabis testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug, alcohol, or cannabis testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Definitions

1. "Cannabis testing" means the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minnesota Statutes, section 342.01, subdivision 16, cannabis products, as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, hemp-derived consumer products as defined in section 342.01, subdivision 37, or cannabis metabolites in the sample tested. The definitions in this section apply to cannabis testing unless stated otherwise.
2. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
3. "Drug" means a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in section 342.01, subdivision 16, cannabis products as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.
4. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.
5. "Employee" means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.
6. "Initial screening test" means a drug or alcohol test or cannabis test which uses a method of analysis under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
7. "Job Applicant" means a person, independent contractor, or person working for

an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III).

8. "Oral fluid test" means analysis of a saliva sample for the purpose of measuring the presence of the same substances as drug and alcohol testing and cannabis testing that:
 - a. can detect drugs, alcohol, cannabis, or their metabolites in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1; and
 - b. does not require the services of a testing laboratory under section 181.953, subdivision 1.
9. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."
10. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
11. "Random Selection Basis" means a mechanism for selection of employees that:
 - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
 - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
12. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
13. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

B. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required; Exceptions

1. General Limitations

- a. The school district may not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing or cannabis testing, unless the testing is done pursuant to this policy; and either (1) is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1; or (2) complies with the oral fluid test procedures under section 181.953, subdivision 5a.
- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug, alcohol, or cannabis testing on an arbitrary and capricious basis.

2. Cannabis Testing Exceptions

For the following positions, cannabis and its metabolites are considered a drug and subject to the drug and alcohol testing provisions in Minnesota Statutes, sections 181.950 to 181.957:

- a. a safety-sensitive position, as defined in Minnesota Statutes, section 181.950, subdivision 13;
- b. a position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to children;
- c. a position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;
- d. a position of employment funded by a federal grant; or
- e. any other position for which state or federal law requires testing of a job applicant or an employee for cannabis.

3. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

- a. The school district must not request or require a job applicant to undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment unless otherwise required by state or federal law.
- b. Unless otherwise required by state or federal law, the school district must not refuse to hire a job applicant solely because the job applicant submits to a cannabis test or a drug and alcohol test authorized by

Minnesota law and the results of the test indicate the presence of cannabis.

- c. The school district must not request or require an employee or job applicant to undergo cannabis testing on an arbitrary or capricious basis.
- d. Cannabis testing authorized under paragraph (d) must comply with the safeguards for testing employees provided in Minnesota Statutes, sections 181.953 and 181.954.

4. Oral fluid testing

- a. When drug and alcohol testing or cannabis testing is otherwise authorized under Minnesota Statutes, section 181.951, the school district may request an employee or job applicant to undergo oral fluid testing according to the procedures under Minnesota Statutes, section 181.953, subdivision 5a as an alternative to using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1.
- b. The employee must be informed of the test result at the time of the oral fluid test. Within 48 hours of an oral fluid test that indicates a positive test result or that is inconclusive or invalid, the employee or job applicant may request drug or alcohol testing or cannabis testing at no cost to the employee or job applicant using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1, and according to the existing laboratory testing standards in subdivisions 1 to 5. The rights, notice, and limitations in Minnesota Statutes, section 181.953, subdivision 6, paragraph (b), and subdivisions 7 to 8 and 10 to 11 apply to an employee or job applicant and a laboratory test conducted pursuant to this paragraph.
- c. If the laboratory test under paragraph (b) above indicates a positive result, any subsequent confirmatory retest, if requested by the employee or job applicant, must be conducted following the retest procedures provided in Minnesota Statutes, section 181.953, subdivision 6, paragraph (c), and subdivision 9 at the employee's or job applicant's own expense.
- d. Nothing in this subdivision is intended to modify the existing requirements for drug and alcohol testing or cannabis testing in the workplace under Minnesota Statutes, sections 181.950 to 181.957, unless stated otherwise.

5. Random Testing

The school district may request or require "other employees" to undergo cannabis testing or drug and alcohol testing on a random selection basis only if they are employed in safety sensitive positions.

6. Reasonable Suspicion Testing

The school district may request or require any employee to undergo cannabis testing or drug and alcohol testing if the school district has a reasonable suspicion that the employee:

- a. is under the influence of cannabis, drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol, cannabis flower, cannabis products, lowe-potency hemp edibles, or hemp-derived consumer products while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

7. Treatment Program Testing

The school district may request or require any employee to undergo cannabis testing and drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo cannabis testing and drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

8. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

C. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing or requesting cannabis testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing or cannabis testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test or cannabis test.

4. Notice of and Right to Explain Positive Test Result

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information (see Attachment F to this policy).
- b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
- c. The employee may present verification of enrollment in the medical

cannabis patient registry or of enrollment in a Tribal medical cannabis program as part of the employee's explanation.

- d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.
- e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.
- b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug, alcohol, or cannabis threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

- 6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

- 1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test or cannabis test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug, alcohol, or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.
6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance

with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug, alcohol, and cannabis testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. Ch. 43A (State Personnel Management)
 Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
 Minn. Stat. § 152.01 (Definitions)
 Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
 Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
 Minn. Stat. § 152.32 (Protections for Registry Program Participation)
 Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)
 Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
 Minn. Stat. § 221.031 (Motor Carrier Rules)
 49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
 49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
 49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
 49 C.F.R. Parts 40 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)
 49 C.F.R. Part 382 (Controlled Substances and Alcohol Use and Testing)

Cross-References: MSBA/MASA Model Policy 403 (Discipline, Suspension, And Dismissal of School District Employees)
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
 MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
 MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Replacing: Policies 4035 & 4050
 Adopted: 08.16.2022
 Reviewed: 01.28.2025

ATTACHMENT A

— DRIVER ACKNOWLEDGMENT —

DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

I have received a copy of the Drug, **and** Alcohol, and Cannabis Testing Policy of Independent School District No. 709 Duluth, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Federally Mandated Drug and Alcohol Testing for School Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver's license.

The District's policy was provided to me:

- Upon adoption of the policy (employee).
- Upon my hire (job applicant/new employee).
- After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing (job applicant).

I also received materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or **drug** controlled substance problem; and available methods of intervening when an alcohol or drug problem is suspected.

I have been advised that the Alcohol and Controlled Substances Testing Program Manager is Jeremy Kasapidis, Transportation Manager and that any questions I may have concerning the Policy should be directed to the Program Manager.

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

ATTACHMENT B

— BUS DRIVER OR DRIVER APPLICANT —
CONSENT TO SCHOOL DISTRICT CONDUCT
OF CLEARINGHOUSE FULL QUERY

Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver’s License (CDL) Drug and Alcohol Clearinghouse (“Clearinghouse”) to obtain information about whether the driver

- (1) has a verified positive, adulterated, or substituted controlled substances test result;
- (2) has an alcohol confirmation test with a concentration of 0.04 or higher;
- (3) has refused to submit to a test in violation of federal law; or
- (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law.

The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

I consent to the school district’s conduct of a Clearinghouse full query.

Dated: _____

Signature of Applicant

Typed or Printed Name

ATTACHMENT C

— BUS DRIVER OR DRIVER APPLICANT — REFUSAL TO SUBMIT TO TESTING

I hereby refuse to submit to drug/alcohol testing by doing the following:

- Failing to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so;
- Failing to remain at the testing site until the testing process is complete;
- Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;
- Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;
- Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;
- Failing or declining to take a second test as directed;
- Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);
- Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector, failing to sign the certification on the form);
- Failing to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process;
- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- Admitting to the collector or MRO that the driver adulterated or substituted the specimen; or
- Having a verified adulterated or substituted test as reported by the MRO.

[An applicant who fails to appear for a pre employment test, who leaves the testing site before the pre employment testing process commences, or who does not provide a urine specimen because he or she left before it commences, is not deemed to have refused to submit to testing.]

I recognize that my refusal subjects me to the consequences specified in federal law and regulations. It also constitutes a presumption of a positive result. I further recognize that if I am an applicant, I will be disqualified from consideration for the conditionally-offered position. If I am an employee, I will not be permitted to perform safety-sensitive functions, and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If the school district offers me an opportunity to return to a DOT safety-sensitive function, I understand I will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

Date: _____

Time: _____

Signature of Employee/Applicant

Supervisor: _____

Supervisor's Signature

Comments: _____

Employee refusal to sign

Supervisor's Initials: _____

ATTACHMENT D

-PRETEST NOTICE-

I, the undersigned employee/job applicant of Independent School District No. 709, Duluth , Minnesota ("School District") do hereby acknowledge that I have been provided a copy of the School. District's Drug, Alcohol, and Cannabis Testing Policy.

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

ATTACHMENT E

[Employee Name]
[Employee Address]

RE: Drug, ~~and/or~~ Alcohol, and/or Cannabis Test
[Date of Testing]

NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

Test Results:

Independent School District No. 709, Duluth, Minnesota has received the test result report from the testing laboratory:

- Your initial screening test result was negative.
- Your confirmatory test result was negative.
- Your confirmatory test result was positive.

Test Result Report:

You have the right to request and receive from the school district a copy of the test result on any drug, ~~or~~ alcohol test or cannabis test.

Right to Explain Positive Test Result:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information already submitted, to explain that result. Attached to this Notice is a document entitled "Explanation of Positive Test Result" for this purpose.

Right to Request Confirmatory Retests:

In the case of a positive test result on a confirmatory test, you have the right to request a confirmatory retest of the original sample at your own expense.

Within five (5) working days after notice of the confirmatory test result, you must notify the school district in writing of your intention to obtain a confirmatory retest.

Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that you have requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug, or alcohol, or cannabis threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against you.

Other Rights:

In the case of a positive test result on a confirmatory test, you may have other rights provided under the sections detailed below.

A. Employee Discharge and Discipline

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee whose position does not require a commercial driver's license on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
3. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.
5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

B. Withdrawal of Applicant's Job Offer

If a job applicant for a position that does not require a commercial driver's license has received a job offer made contingent on the applicant passing drug, ~~and~~ alcohol, and/or cannabis testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

ATTACHMENT F

EXPLANATION OF POSITIVE TEST RESULT

I, the undersigned employee/job applicant of Independent School District No. 709, Duluth, Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive test result on a confirmatory test.

I am currently taking or have recently taken:

- no over-the-counter or prescription medications; or
- the following over-the-counter or prescription medications:

I also offer the following information relevant to the reliability of, or explanation for, a positive test result:

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

ATTACHMENT G

— ACKNOWLEDGMENT —

DRUG, ~~AND~~ ALCOHOL, AND CANNABIS TESTING POLICY

I have received a copy of the Drug, ~~and~~ Alcohol, and Cannabis Testing Policy of Independent School District No. 709, Duluth, Minnesota and have read it in its entirety.

The District's policy was provided to me:

- Upon adoption of the policy (employee)
- Upon my hire (job applicant/new employee)
- After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug, ~~and~~ alcohol, and cannabis testing as applicable. (job applicant)

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

ATTACHMENT H

— ACKNOWLEDGMENT —

**GENERAL CONSENT FOR LIMITED QUERIES OF THE FEDERAL MOTOR CARRIER SAFETY
ADMINISTRATION (FMCSA) DRUG AND ALCOHOL CLEARINGHOUSE**

I, _____, hereby provide consent to Duluth Public Schools ISD 709 (“the District”) to conduct a limited query of the FMCSA Commercial Driver’s License Drug and Alcohol Clearinghouse (“Clearinghouse”) to determine whether drug or alcohol violation information about me exists in the Clearinghouse for the duration of my employment with the District.

I understand that if the limited query conducted by the District indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to the District without first obtaining additional specific consent from me.

I further understand that if I refuse to provide consent for the District to conduct a limited query of the Clearinghouse, the District must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA’s drug and alcohol program regulations.

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

621 LITERACY AND THE READ ACT

I. PURPOSE

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

Duluth Public Schools places a high value on literacy as a core component of students' educational journey. The school district is committed to providing evidence-based reading instruction that is consistent with the Read Act, ensuring that students develop strong reading and writing skills. The school district emphasizes a comprehensive, standards based approach to literacy, encompassing foundational skills, vocabulary development, reading fluency, and reading comprehension. This dedication to literacy aims to equip every student with the essential tools for academic success and lifelong learning in all subject areas.

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 expressive~~ language," or ~~receptive 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. ~~This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.~~
- 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, ~~by February 15 each year~~, and again within the last six weeks of the school year. The

screeener 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 ~~follow the language access plan under Minnesota Statutes, section 123B.32 and~~ give the parent of each student who is not reading at or above grade level ~~timely~~ information ~~from the screener~~ 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. ~~For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.~~
- ~~DE.~~ 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, ~~and students enrolled in dual language immersion programs,~~ 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 expressive or receptive language mastery.~~ ~~The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills.~~
- 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. ~~For students enrolled in dual language immersion programs:~~

1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under paragraph A above;
 2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;
 3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;
 4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and
 5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.
- ED.** 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.
- DE.** 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.
- EF.** The school district must include in its **local** 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 **characteristics of reading difficulties, including 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 **aligned and targeted** 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.119, 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.119.

[NOTE: Starting in the 2026-2027 school year, a school district must use only evidence-based literary interventions. The 2025 Minnesota legislature amended Minnesota Statutes, section 120B.12, subdivision 3, to delay the 2025-26 requirement for one school year.]

- 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 **aligned and targeted** reading intervention **as defined by the MTSS framework** 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.

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 **and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;**
 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;
 10. the number of teachers and other staff proposed for training in structured literacy;
 11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;
 12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98; and
 13. beginning on December 31, 2025, for a district with a dual language immersion program:
 - a. the program's partner language;
 - b. grade levels included in the program;
 - c. the language used to screen students' foundational reading skills;
 - d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and
 - e. the number of students in the program in grades 4 to 12 who are identified as not reading at grade level.
- B. **Annually by June 15, t**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.~~

- C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

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~~ The district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by July 1, 2026:
1. ~~reading~~ reading 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. ~~kindergarten through grade 12~~ kindergarten through grade 12 special education teachers ~~responsible for foundational reading instruction;~~
 4. curriculum directors;
 5. instructional support staff, ~~contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher; who provide reading instruction; and~~
 6. employees who select literacy instructional materials for a district; ~~and~~
 7. ~~teachers holding English as a second language teaching licenses.~~
- B. The school district must provide training from a menu of approved evidence-based training programs to ~~the following teachers by July 1, 2027:~~
1. ~~teachers who provide foundational reading instruction to students in grades 4 to 12;~~
 2. ~~teachers who provide instruction to students in a state-approved alternative program; and~~
 3. ~~teachers who provide instruction to students in dual language immersion programs.~~
- ~~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.

- D. Training provided by the following may satisfy the professional development requirements under this Article:
1. a certified trained facilitator; or
 2. a training program that MDE has determined meets the professional development 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.119 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~~ meet the requirements and goals adopted in the school district's local literacy plan. ~~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.119;~~
- ~~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.~~

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 124D.98 to enact these changes.]

Legal References: Minn. Stat. § 120B.119 (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

First Reading: 11.26.24
 Second Reading: 12.03.24
 Adopted: 12.17.24

508 EXTENDED SCHOOL YEAR FOR CERTAIN STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS

I. PURPOSE

The purpose of this policy is to ensure that the school district complies with the overall requirements of law as mandated for certain students subject to individualized education programs (IEPs) when necessary to provide a free appropriate public education (FAPE).

II. GENERAL STATEMENT OF POLICY

- A. Extended School Year Services Must Be Available to Provide a FAPE. The school district shall provide extended school year (ESY) services to a student who is the subject of an IEP if the student's IEP team determines the services are necessary during a break in instruction in order to provide a FAPE.
- B. Extended School Year Determination. At least annually, the IEP team must determine that a student is in need of ESY services if the student meets any of the following conditions:
1. There will be significant regression of a skill or acquired knowledge from the student's level of performance on an annual goal that requires more than the length of the break in instruction to recoup unless the IEP team determines a shorter time for recoupment is more appropriate; OR
 2. Services are necessary for the student to attain and maintain self-sufficiency because of the critical nature of the skill addressed by an annual goal, the student's age and level of development, and the timeliness for teaching the skill; OR
 3. The IEP team otherwise determines, given the student's unique needs, that ESY services are necessary to ensure the pupil receives a FAPE.
- C. Required Factors Schools Must Consider in Making ESY Determinations. The IEP team must decide ESY eligibility using information including:
1. Prior observations of the student's regression and recoupment over the summer;
 2. Observations of the student's tendency to regress over extended breaks in instruction during the school year; and
 3. Experience with other students with similar instructional needs.
- D. Additional Factors to Consider, Where Relevant. In making its determination of ESY needs, the following factors must be considered, where relevant:
1. The student's progress and maintenance of skills during the regular school year.
 2. The student's degree of impairment.
 3. The student's rate of progress.
 4. The student's behavioral or physical problems.
 5. The availability of alternative resources.

6. The student's ability and need to interact with nondisabled peers.
 7. The areas of the student's curriculum which need continuous attention.
 8. The student's vocational needs.
- E. No Unilateral Decisions. In the course of providing ESY services to children with disabilities, the school district may not unilaterally limit the type, amount, or duration of those services.
- F. Services to Nonresident Students Temporarily Placed in School District. A school district may provide ESY services to nonresident children with disabilities temporarily placed in the school district in accordance with applicable state law.

Legal References: Minn. Stat. § 125A.14 (Extended School Year)
 Minn. Rules Part 3525.0755
 20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
 34 C.F.R. Part 300 (IDEA Regulations)

First Reading: 05.03.2022 ~~May 3, 2022~~
 Second Reading: 06.07.2022
 Adopted: 06.21.2022 ~~June 21, 2022~~
 Reviewed:

101.1 NAME OF THE SCHOOL DISTRICT

I. PURPOSE

The purpose of this policy is to clarify the name of the school district.

II. GENERAL STATEMENT OF POLICY

Pursuant to statute, the official name of the school district is Independent School District No. 709. However, the school district is often referred to by other informal names. In order to avoid confusion and to encourage consistency in school district letterheads, signage, publications and other materials, the school board intends to establish a uniform name for the school district.

III. UNIFORM NAME

- A. The name of the school district shall be Duluth Public Schools.
- B. The name specified above may be used to refer to the school district and may be shown on school district letterheads, signage, publications and other materials.
- C. In official communications and on school district ballots, the school district shall be referred to as Independent School District No. 709 Duluth Public Schools, but inadvertent failure to use the correct name shall not invalidate any legal proceeding or matter or affect the validity of any document.

Legal References: Minn. Stat. § 123A.55 (Classes, Number)

Cross References: None

First Reading: 03.22.2016 ~~March 22, 2016~~
 Adopted: 04.19.2016 ~~April 19, 2016 ISD 709~~
 Reviewed: 10.18.2022 ~~October 18, 2022~~
 Reviewed:

101 LEGAL STATUS OF THE SCHOOL DISTRICT

I. PURPOSE

A primary principle of this nation is that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.
- B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school board's authority to govern, manage, and control the school district, to carry out its duties and responsibilities, and to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

III. RELATIONSHIP TO OTHER ENTITIES

- A. The school district is a separate legal entity.
- B. The school district is coordinate with and not subordinate to the county(ies) in which it is situated.
- C. The school district is not subservient to municipalities within its territory.

IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT

- A. Funds
 - 1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools and authority to manage and expend such funds, subject to applicable law.
 - 2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.
 - 3. School district officials occupy a fiduciary position in the management and expenditure of funds entrusted to them.
- B. Raising Funds
 - 1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.

2. The school district may issue bonds in accordance with the provisions of Minnesota Statutes chapter 475, or other applicable law.
3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
2. The school district shall manage its property in a manner consistent with the educational functions of the district.
3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
4. School district officials hold school property as trustees for the use and benefit of students, taxpayers, and the community.

D. Contracts

1. The school district is empowered to enter into contracts in the manner provided by law.
2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minnesota Statutes section 465.71 or other applicable law.
3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including real property.
4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter into written collective bargaining agreements with such employees, subject to applicable law.

E. Textbooks, Educational Materials, and Studies

1. The school district, through its school board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.
2. The school district shall establish and apply the school curriculum.

F. Actions and Suits

The school district has authority to sue and to be sued.

Legal References: Minn. Const. art. 13, § 1
 Minn. Stat. Ch. 123B (School District Powers and Duties)
 Minn. Stat. Ch. 179A (Public Employment Labo Relations)
 Minn. Stat. § 465.035 (Public Corporation, Conveyance or Lease of Land)
 Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.6175; 471.64 (Rights, Powers, Duties; Municipalities)
Minnesota Association of Public Schools v. Hanson, 287 Minn. 415, 178 N.W.2d 846 (1970)
Independent School District No. 581 v. Mattheis, 275 Minn. 383, 147 N.W.2d 374 (1966)
Village of Blaine v. Independent School District No. 12, 272 Minn. 343, 138 N.W.2d 32 (1965)
Huffman v. School Board, 230 Minn. 289, 41 N.W.2d 455 (1950)
State v. Lakeside Land Co., 71 Minn. 283, 73 N.W.970 (1898)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of School Board)
 MSBA/MASA Model Policy 603 (Curriculum Development)
 MSBA/MASA Model Policy 604 (Instructional Curriculum)
 MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
 MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
 MSBA/MASA Model Policy 705 (Investments)
 MSBA/MASA Model Policy 706 (Acceptance of Gifts)
 MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
 MSBA School Law Bulletin "F" (School District Contract and Bidding Procedures)

First Reading: 03.22.2016 ~~March 22, 2016~~
 Adopted: 04.19.2016 ~~April 19, 2016~~
 Reviewed: 10.18.2022 ~~October 18, 2022~~
 Reviewed:

1100 PUBLIC PERFORMANCES BY STUDENTS

The School Board recognizes that worthy and appropriate educational values accrue from pupil participation in civic and community affairs. Teachers are encouraged to provide students for public performances when such performances contribute to the educational process and objectives of that particular class or activity and when it does not interfere unduly with other scheduled classes or activities within the school. All requests for students to leave the building must be cleared by the principal who shall make certain that the safety and welfare of each student is protected.

School groups may, with the permission of the principal, participate in local public events which fall into the following classifications:

- Events sponsored by the schools. Educational events in which the schools serve as hosts shall have priority in scheduling appearances.
- Community functions organized in the interests of the school such as those that might be originated by the Parent-Teacher Association.
- Non-commercial civic occasions of community, county, state or national interest of sufficient breadth to enlist general sympathy and cooperation.
- Events that are primarily patriotic in nature.
- Charity benefit activities provided such activity has been specifically approved in advance by the Superintendent.
- Programs sponsored by established character-building agencies, or programs sponsored jointly by the school
- District and mass communication media where the time or space given to the programs are of a public service nature.

School groups may not participate in events that fall into any of the following classifications:

- Events that are for the purpose of private gain or for the advertising of any commercial project or product. A school name, the names of school-sponsored groups or school equipment shall not be exploited in events of a commercial nature.
- Events that are for the furtherance of any politically partisan interest.
- Events that are primarily for the furtherance of any sectarian concern.
- Events that cause an undue amount of interference with the regular school program or that cause an excessive amount of absence due to rehearsal or preparation.
- Events from which any individual is excluded because of race, color, creed, or gender.

Students may perform where admission fees are charged only if the proceeds are used for charitable, educational, civic, or service purposes. Gifts for performances may be accepted by the school, but not by individual students. Costs directly related to performances, the supervision of the students and liability protection for the participants will be responsibilities of the School District.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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- ~~• Events from which any individual is excluded because of race, color, creed, or gender.~~

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~~Adopted: 06-09-1970 ISD 709~~

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

3019 INVESTMENTS

I. PURPOSE

The purpose of this policy is to establish guidelines for the investment of School District funds.

II. GENERAL STATEMENT OF POLICY

It is the policy of this School District to comply with all state laws relating to investments and to guarantee that investments meet certain primary criteria.

III. SCOPE

This policy applies to all investments of funds of the School District, regardless of the fund accounts in which they are maintained, unless certain investments are specifically exempted by the School Board through formal action.

IV. AUTHORITY; OBJECTIVES

A. The funds of the School District shall be deposited or invested in accordance with this policy, Minn. Stat. Chapter 118A and any other applicable law or written administrative procedures.

B. The primary criteria for the investment of the funds of the School District, in priority order, are as follows

1. Safety and Security. Safety of principal is the first priority. The investments of the School District shall be undertaken in a manner that seeks to ensure the preservation of the capital in the overall investment portfolio.
2. Liquidity. The funds shall be invested to assure that funds are available to meet immediate payment requirements, including payroll, accounts payable and debt service.
3. Return and Yield. The investments shall be managed in a manner to attain a market rate of return through various economic and budgetary cycles, while preserving and protecting the capital in the investment portfolio and taking into account constraints on risk and cash flow requirements.

V. DELEGATION OF AUTHORITY

A. The Director of Business and Finance of the School District is designated as the investment officer of the School District and is responsible for investment decisions and activities under the direction of the School Board. The investment officer shall operate the School District's investment program consistent with this policy. The investment officer may delegate certain duties to a designee or designees, but shall remain responsible for the operation of the program.

B. All officials and employees that are a part of the investment process shall act professionally and responsibly as custodians of the public trust, and shall refrain from personal business activity that could conflict with the investment program or which could reasonably cause others to question the process and integrity of the investment program. The investment officer shall avoid any transaction that could impair public confidence in the School District.

VI. STANDARD OF CONDUCT

The standard of conduct regarding School District investments to be applied by the investment officer shall be the "prudent person standard." Under this standard, the investment officer shall exercise that degree of judgment and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence would exercise in the management of their own affairs, investing not for speculation and considering the probable safety of their capital as well as the probable investment return to be derived from their assets. The prudent person standard shall be applied in the context of managing the overall investment portfolio of the School District. The investment officer, acting in accordance with this policy and exercising due diligence, judgment and care commensurate with the risk, shall not be held personally responsible for a specific security's performance or for market price changes. Deviations from expectations shall be reported in a timely manner and appropriate actions shall be taken to control adverse developments.

VII. MONITORING AND ADJUSTING INVESTMENTS

The investment officer shall routinely monitor existing investments and the contents of the School District's investment portfolio, the available markets and the relative value of competing investment instruments.

VIII. INTERNAL CONTROLS

The investment officer shall establish a system of internal controls which shall be documented in writing. The internal controls shall be reviewed by the School Board and shall be annually reviewed for compliance by the School District's internal auditor or independent auditors. The internal controls shall be designed to prevent and control losses of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions by officers, employees or others. The internal controls may include, but shall not be limited to, provisions relating to control of collusion, separation of functions, separation of transaction authority from accounting and record keeping, custodial safekeeping, avoidance of bearer form securities, clear delegation of authority to applicable staff members, limitations regarding securities losses and remedial action, written confirmation of telephone transactions, supervisory control of employee actions, minimizing the number of authorized investment officials, and documentation of transactions and strategies.

IX. PERMISSIBLE INVESTMENT INSTRUMENTS

The School District may invest its available funds in those instruments specified in Minn. Stat. 118A.04 and 118A.05, as that section may be amended from time to time, or any other law governing the investment of School District funds.

X. PORTFOLIO DIVERSIFICATION; MATURITIES

A. The School District shall diversify its investments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities.

1. The maximum percentage of the School District's investment portfolio that may be invested in a single investment issuer is 20%.
2. The maximum percentage of the School District's investment portfolio that may be invested in a single type of investment instrument, such as U.S. Treasury Obligations, certificates of deposit, repurchase agreements, banker's acceptances, commercial paper, etc. is 85%.
3. The maximum percentage of the total investment portfolio that may be held in any one depository is 75%.
4. Investment maturities shall be scheduled to coincide with projected School District cash flow needs, taking into account large routine or scheduled expenditures, as well as anticipated dates of receipt of anticipated revenues. Maturities for short-term and long-term investments shall be timed according to anticipated need. Within these parameters, portfolio maturities shall be staggered to avoid undue concentration of assets and a specific maturity sector. The maturities selected shall provide for stability of income and reasonable liquidity.

XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

Before the School District invests any funds in a specific investment instrument, a competitive quotation process shall be utilized. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, quotations shall be requested for instruments which meet the maturity requirement. If no specific maturity is required, a market trend analysis, which includes a yield curve, will normally be used to determine which maturities would be most advantageous. Quotations shall be requested for various options with regard to term and instrument. The School District will accept the quotation that provides the highest rate of return within the maturity required and within the limits of this policy. Generally all quotations will be computed on a consistent basis, i.e., a 360-day or a 365-day yield. Records will be kept of the quotations received, the quotations or bids accepted and a brief explanation of the decision that was made regarding the investment.

XII. QUALIFIED INSTITUTIONS AND BROKER-DEALERS

A. The School District shall maintain a list of the financial institutions that are approved for investment purposes.

B. Prior to completing an initial transaction with a broker, the School District shall provide to

the broker a written statement of investment restrictions which shall include a provision that all future investments are to be made in accordance with the district's investment policy and with Minnesota Statutes governing the investment of public funds. The broker must annually acknowledge receipt of the statement of investment restrictions and agree to handle the School District's account in accordance with these restrictions. The School District may not enter into a transaction with a broker until the broker has provided this written agreement to the School District. The notification form to be used shall be that prepared by the State Auditor. A copy of this investment policy, including any amendments thereto, shall be provided to each such broker.

XIII. SAFEKEEPING AND COLLATERALIZATION

A. All investment securities purchased by the School District shall be held in third-party safekeeping by an institution designated as custodial agent. The custodial agent may be any federal reserve bank, any bank authorized under the laws of the United States or any state to exercise corporate trust powers, a primary reporting dealer in United States Government securities to the Federal Reserve Bank of New York, or a securities broker-dealer defined in Minn. Stat. 118A.06. The institution or dealer shall issue a safekeeping receipt to the School District listing the specific instrument, the name of the issuer, the name in which the security is held, the rate, the maturity, serial numbers and other distinguishing marks, and other pertinent information.

B. Deposit-type securities shall be collateralized as required by Minn. Stat. 118A.03 for any amount exceeding FDIC, SAIF, BIF or FCUA coverage.

C. Repurchase agreements shall be secured by the physical delivery or transfer against payment of the collateral securities to a third party or custodial agent for safekeeping. The School District may accept a safekeeping receipt instead of requiring physical delivery or third-party safekeeping of collateral on overnight repurchase agreements of less than \$1,000,000.

XIV REPORTING REQUIREMENTS

A. The investment officer shall generate daily and monthly transaction reports for management purposes. In addition, the School Board shall be provided a monthly report that shall include data on investment instruments being held as well as any narrative necessary for clarification.

B. The investment officer shall prepare and submit to the School Board a quarterly investment report that summarizes recent market conditions, economic developments, and anticipated investment conditions. The report shall summarize the investment strategies employed in the most recent quarter, and describe the investment portfolio in terms of investment securities, maturities, risk characteristics and other features. The report shall explain the quarter's total investment return and compare the return with budgetary expectations. The report shall include an appendix that discloses all transactions during the past quarter. Each quarterly report shall indicate any areas of policy concern and suggested

or planned revisions of investment strategies. Copies of the report shall be provided to the School District's internal auditor.

C. Within forty-five (45) days after the end of each fiscal year of the School District, the investment officer shall prepare and submit to the School Board a comprehensive annual report on the investment program and investment activity of the School District for that fiscal year. The annual report shall include 12-month and separate quarterly comparisons of return and shall suggest revisions and improvements that might be made in the investment program.

D. If necessary, the investment officer shall establish systems and procedures to comply with applicable federal laws and regulations governing the investment of bond proceeds and funds in a debt service account for a bond issue. The record keeping system shall be reviewed annually by the internal auditor or independent auditor or by another party contracted or designated to review investments for arbitrage rebate or penalty calculation purposes.

XV. DEPOSITORIES

The School Board shall annually designate one or more official depositories for School District funds. The treasurer and the chief financial officer of the School District may also exercise the power of the School Board to designate a depository. The School Board shall be provided notice of any such designation by its next regular meeting. The School District and the depository shall each comply with the provisions of Minn. Stat. 118A.03 and any other applicable law, including any provisions relating to designation of a depository, qualifying institutions, depository bonds, and approval, deposit, assignment, substitution, addition and withdrawal of collateral.

XVI. ELECTRONIC FUNDS TRANSFER OF FUNDS FOR INVESTMENT

The School District may make electronic fund transfers for investments of excess funds upon compliance with Minn. Stat. 471.38.

References: MN Stat. 118A.01
 MN Stat. 118A.02
 MN Stat. 118A.03
 MN Stat. 118A.04
 MN Stat. 118A.05
 MN Stat. 118A.06
 MSBA Model Policy 703
 MSBA Model Policy 705
 MSBA Service Manual
 Minnesota Legal Compliance Audit Guide prepare by Office of the State Auditor

Adopted: 07-21-1998 ISD 709

3020 TUITION FEES - INCOMING NON-RESIDENT

Tuition for non-resident pupils shall be determined by the School Board for both elementary and secondary schools.

Non-resident pupils will be accepted subject to approval of the Superintendent and applicable state statutes.

Non-resident tuition fees shall be fixed on the basis of actual total maintenance cost plus expenditures, or authorized charges for capital outlay, and shall be annually approved by the School Board.

All tuition billings shall be based on membership of the non-resident with new enrollments, transfers or withdrawals calculated to the actual days of membership.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

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

3025 TUITION FEES - OUTGOING RESIDENT

Resident pupils who have special needs, or who have been consigned for correction or special help to a facility in another school district, may have their tuition paid by the Duluth School District after proper consideration by the School Board.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

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

3030 MATERIAL FEES

The students are responsible for the cost of replacing any materials or property which are lost or damaged through negligence or vandalism. Minimum fees will be charged for materials used in those activities beyond the basic academic curriculum or in which the students elect to participate, and in shop and art activities where the product becomes the property of the student.

Reference: MSA 123.35

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Reference: MSA 123.35~~

~~Adopted: 06-09-1970 ISD 709~~

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

3035 SALE AND DISPOSAL OF EQUIPMENT

The Director of Business Services shall be authorized to dispose of obsolete equipment by selling it to the highest bidder and shall report all such transactions of \$50 or more to the School Board. Equipment or materials acquired under a federal program are to be disposed according to the guidelines established by the federal agency or the state's administrative agency under which they were issued.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

03-20-2001 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995~~

03-20-2001 ISD 709

3041 GRANTS AND GIFTS - DEVELOPING AND MANAGING PROPOSAL

The School District supports the development of special and general proposals for acquiring and managing grants, gifts, and other monies with the purpose of providing a better education for learners. Due to the uniqueness of the School District, the School Board realizes that various fundings are necessary to bring about the mission of the School District. The School Board realizes that coordination must be done with activities, resources, and finances of proposals implemented in behalf of the School District. The School Board further realizes that the following regulations are necessary to implement and manage this policy.

Adopted: 03-16-1993 ISD 709

Revised: 06-20-1995 ISD 709

3041R GRANTS AND GIFTS - DEVELOPING AND MANAGING PROPOSALS

1. To be considered, a proposal for any new idea, grant, or other item relating to a program or constituting a program in the School District must be submitted in writing responding to the following:
 - a. Description of how proposal relates to District mission
 - b. Program summary
 - c. What's unique about the program
 - d. What problem does program address
 - e. Goals--methodology/activities--outcomes
 - f. Budget--description and amounts of line items
 - g . Signature of responsible person
2. Proposals should be submitted by writers/applicant to the direct supervisor for review and sent to the administrator in charge in the division where the proposal originated.
3. The administrator in charge will distribute copies to the other division administrators for review and comment.
4. The administrator in charge will make a recommendation to the Superintendent after the proposal is reviewed by the cabinet.
5. Two weeks must be allowed for review and approval.
6. Proposals should be accompanied by a suggested source of funding, preferably other than the School District's general fund.
7. Proposals are not limited to instruction.
8. Proposals will be judged on their ability to meet a need in the mission for the School District.
9. All proposals and grant applications must include a completed revenue and expenditure summary.
10. Once proposals are received from a funding agency in an approved status, copies will be distributed to the divisions of the School District for information and management purposes.
11. The responsible administrator will meet with the proposal writer and staff to set up program and finance management procedures according to School District policy, expectations and state/federal laws.

Approved: 03-16-1993 ISD 709

Revised: 06-20-1995 ISD 709

3050 FUNDS MANAGEMENT

The School Board is responsible for the control of all funds of the School District, including internal funds. The School Board authorizes each school to maintain one checking, savings, and money market account and multiple certificates of deposit. The checking account shall be established for the receipt and disbursement of certain curricular, co-curricular, non-curricular and extra-curricular monies as identified in the Secondary, Middle, and Transitional Student Activity Accounting Procedures and the Elementary Student Activity Accounting Procedures. These funds shall be administered by and be the responsibility of the individual school principal. The funds shall be accounted for using the Student Activity Accounting Procedures and shall be consistent with other School Board policies relating to the administration of funds and curricular, co-curricular, non-curricular, and extra-curricular activities.

Reference: MSA 123.34

Adopted: 06-09-1970 ISD 709

Revised: 11-16-1993

06-20-1995 ISD 709

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~~Reference: MSA 123.34~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 11-16-1993~~

~~06-20-1995 ISD 709~~

3055 PURCHASING

It is the intention of the School Board that not only the letter but the spirit of all laws and regulations relating to purchases by the School District, and the control of its finances and property, be abided by strictly and without exception. All purchases shall be made through the Purchasing Department. Purchasing transactions will be authorized on properly signed purchase orders or administered by purchasing cards through the purchasing/finance_ departments. No unauthorized persons shall make purchases, enter into contracts, or make commitments in the name, or on behalf of the School Board or the School District. The_ Superintendent or Business Services Director are authorized to contract for goods and services in accordance with the provisions of Minnesota State Statutes.

To help achieve both quality control and the price advantage of quantity purchasing, the administration is requested to:

1. Set open specifications for goods and services as needed.
2. Where feasible and as a convenience to bidders, cite one or more acceptable brands, or models, as a basis for bids even though the specifications are "open." Educational factors shall be considered along with price factors.
3. Invite vendors to bid on those specifications or examples, as well as comparable ones which the vendors believe to be acceptable according to the specifications.

The Director of Technology will approve all computer hardware purchases/leases exceeding \$500.00. All computer hardware purchases must follow standards established by the Technology Department. These computer standards will be reviewed annually as to affordability, stability and maintenance history.

Any deviations from this policy will be reported to the School Board at the next regular Board meeting.

References: MSA 123B.14
MSA 123B.51
MSA 123B.52
MSA 471.345

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995
02-15-2005
12-16-1997
07-21-1998 ISD 709

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~~———— MSA 123B.51~~

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~~———— MSA 471.345~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995~~

~~———— 02-15-2005~~

~~———— 12-16-1997~~

~~———— 07-21-1998 ISD-709~~

3060 LOCAL PURCHASING

Local purchasing will be favored whenever the following factors are equal between local and non-local vendors:

1. Quality of product.
2. Suitability of product.
3. Price.
4. Conformance to specifications.
5. Convenience of delivery.
6. General reputation of business firms.

Convenience in procuring warranted service, parts, or maintenance will be considered along with the overall cost of a purchase in determining the successful bidder.

In accordance with School Board policy favoring local purchasing, the following procedure will be used:

1. In case of tie satisfactory bids, within-state ones will be chosen over out-of-state.
2. In case of tie satisfactory bids within-the-School District, a coin will be tossed to determine the award.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

3065R VENDING MACHINES AND RELATIONS WITH VENDORS

Machines for the dispensing of foods and beverages may be used in the public schools of Duluth as a supplement to the cafeteria service and to provide after hours service. The following guidelines will govern their management, installation, use and specific items to be dispensed:

1. Management

The dispensing machines shall be under the general direction of the school principal. All proceeds are to be posted to the general fund but may be maintained at the school site. The proceeds may be expended as dictated by district accounting and purchasing policies. Proper accounting shall be submitted regularly to the Director of Business and Finance on all proceeds and expenditures.

2. Installation

Vending machines are to be installed at the expense of the local school. All contracts must be ratified by the School Board and shall go out for bid if the aggregate receipts from all machines located in a building exceed \$5000 in a fiscal year. The machines shall be so located as to meet building codes, convenience of operation, accessibility, and ease of maintenance. The placement shall be the joint decision of the local school administration, the engineering department, and the child nutrition department. All financial responsibility for the maintenance and repair shall remain with the individual school.

3. Use

Vending machines and their products may not operate in competition with school cafeterias. Their use is to broaden the services offered students and shall not be operated so as to detract or supplant the nutritional offerings of the school cafeteria. It is further recommended that attention be given to its use before or after school and before or during evening activities.

4. Guidelines for Specific Items to be Dispensed

It would be impractical to identify all items that should or should not be sold through a vending machine. With the guidelines identified under "use" the following regulations apply:

The following items may not be dispensed during lunch periods:

Coffee, tea, carbonated beverages, corn chips, potato chips, ice cream, candy, etc., and any items directly in competition with those being sold in the cafeteria. (But may be acceptable when the cafeteria is not in service.)

The following items are acceptable and may be operated at any time:

Fruit, noncarbonated beverages, milk, consommé', sandwiches, etc.

All efforts should be made to encourage cafeteria participation and the support of nutritious

food.

The vending machines should be a supplement to the cafeteria and not to replace the services; consequently the major use should be before and after school hours, evening, and at those times in which the services of the cafeteria are not available.

5. Relations with Vendors

All supplies' representatives shall have a hearing relative to their products at the earliest convenient date. Subsequent visits shall be promptly acknowledged and interviews granted or not, depending upon the circumstances. Purchasing personnel are not required to put their time absolutely and indiscriminately at the disposal of all salesmen, however frequent or at whatever time, or on what mission they may be calling. The Director of Business and Finance may be the judge, but he/she is not relieved from his/her obligation of courtesy. The Duluth Public Schools shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price, and delivery, with past service being a factor if all other considerations are equal.

All letters, wires, and other types of communications shall be answered or acknowledged promptly.

The schools shall not solicit funds or material from vendors, however worthy the purpose. No purchase will be made from an employee of the School District, nor from a member of the immediate household of an employee.

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

No employee shall endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the School District.

Approved: 06-09-1970 ISD 709

Revised: 10-19-1993

06-20-1995 ISD 709

3065 VENDING MACHINES AND RELATIONS WITH VENDORS

The School Board wishes to maintain good working relations with vendors who supply materials, supplies, and services to the school system. Constructive efforts by the administration to seek the advice and counsel of vendors about how to improve such relationships are encouraged.

Vendors who feel the specifications are unduly restrictive are encouraged to bring this to the Superintendent's attention by written communication.

Automatic vending machines or sales, the proceeds of which remain with the School Board, are authorized in any elementary or secondary public school in the city (i.e. sanitary equipment, milk, or other items designated by the School Board).

Automatic vending machines or sales, the proceeds of which physically remain in an individual school yet credited to the district's general fund, may be authorized if the sales supplement rather than conflict with existing School Board programs and policies. Non-conflicting vending machines or sales shall be originated at the discretion of the school principal.

All vending contracts over \$5000 must be obtained based on competitive bids and all contracts must be ratified by the School Board. In the event any vendored or sold items are questioned or disputed as being in conflict with existing School Board programs or policies, the School Board, after proper review, shall make the determination.

Effective for all contracts entered into after June 30, 1995, student picture or yearbook contracts grossing over \$5000 in sales must also be obtained based on competitive bids and all contracts must be ratified by the School Board. In the event any item is questioned or disputed as being in conflict with existing School Board programs or policies, the School Board after proper review shall make the determination.

References: MSA 121.908
MSA 123.37
MSA 127.15
MSA 471.345

Adopted: 06-09-1970 ISD 709
Revised: 10-19-1993
04-25-1995
06-20-1995 ISD 709

3095 PETTY CASH FUNDS

Petty cash funds may be established at the direction and approval of the School Board. Petty cash funds may be reimbursed by the School District for expenditures made as frequently as may be necessary to sustain the fund at its authorized balance. No part of such fund may be loaned or advanced against the salary of an employee.

Payments from petty cash funds by authorized personnel for minor items purchased for school use will be documented as follows:

1. Cash receipt containing the following information:
 - a. Name and address of vendor
 - b. Date of purchase
 - c. Description of items
 - d. Unit cost
 - e. Total cost
 - f. Acknowledgment of cash payment received
 - g. Signature of purchaser

2. A copy of Petty Cash Voucher, identifying the purchase to which related, and signed by the person receiving reimbursement.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

3115 MONIES IN SCHOOL BUILDINGS

Monies collected by School District employees and by student treasurers shall be handled with good and prudent business procedures, both to demonstrate the ability of School District employees to operate in that fashion and to teach such procedures to our students. All monies collected shall be receipted and accounted for and directed without delay to the proper location of deposit.

In no case shall monies be left overnight in schools except in safes provided for safekeeping of valuables, and even then, no more than twenty-five dollars (\$25) should be so kept. All school banks shall provide for making bank deposits after regular banking hours in order to avoid leaving money in school overnight.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

3120 SAFETY (CHRISTMAS TREES / HOLIDAY DECORATIONS)

The use of decorative trees and other holiday decorations in schools will be in accordance with state laws and local regulations set forth by the Duluth Fire Marshal.

1. **Restrictions on Natural Trees**
 - a. Number allowed - one per school.
 - b. Electric lights - not permitted.
 - c. Placement - not permitted in any classroom; do not place near any heat source; select an area remote of exits and which does not alter or restrict normal traffic patterns.
 - d. Stand - stable and filled with water; trees over nine feet must be tied at the top.
 - e. Time limit - allowed in building a maximum of five (5) school days.

2. **Restrictions on Artificial Trees**
 - a. Type - must be flame retardant.
 - b. Number allowed - no limit.
 - c. Lighting - only miniature, cool burning, UL labeled permitted.
 - d. Placement - Select area/s remote of exits where normal traffic patterns are not restricted or altered; not allowed in classrooms with lights.

3. **Decorations**
 - a. Natural evergreen branches are not permitted. If desired, use fire retardant artificial decorations and use them sparingly.
 - b. Electric lights - not permitted (except as in artificial trees above and not in classrooms).
 - c. Metal, or any type of decoration, will not be allowed near electric light fixtures.

4. **General Safety Rules**
 - a. Fire Extinguishers -do not hide from view or hamper access to any fire fighting equipment or exit signs. Periodically review fire extinguisher locations and fire drill procedures.
 - b. Candles or open flames - never allowed.

Adopted: 06-09-1970 ISD 709

Revised: 11-13-1990

06-20-1995 ISD 709

3125R RESTRICTIONS ON USE OF BUILDINGS AND GROUNDS

All school buildings shall be treated as professional work stations, except that to properly protect the taxpayers' investment, the following rules are applicable to all school employees:

1. Weekday usage of the school building shall be restricted in the evening to the hours that a school custodian or engineer is in the building--10:00 to 10:30 in all secondary buildings and certain elementary buildings having second shift custodians.
2. All employee usage after the regular school hours shall be confined to the employee's immediate work station.
3. Any employee entering the building during the period after the regular school closing, but prior to the engineer leaving the building, shall:
 - a. Check to see that the door was locked following entry.
 - b. Avoid turning on lights except in immediate work station.
 - c. Turn off lights in work station prior to leaving.
 - d. Check work station prior to leaving for fire or safety hazards.
 - e. Check to see that the door was locked following departure.
4. Keys for entering the building during non-school hours shall be issued by the building principal, on an evening or daily basis. The principal shall keep a record of the location of all keys at all times, and the log shall include the signature of the employee possessing the key.
5. Gyms, pools, cafeterias, and shop machinery shall not be considered as work stations for any employee and may only be used on specific Building Use Authorizations through the established procedures under the supervision of the principal.
6. After hour entrances and exits shall be confined to one entrance at each building, the entrance or exit to be designated by the school principal after consultation with the building engineer.
7. The use of the building on Sundays and holidays by school personnel is prohibited.
8. The use of the building on Saturdays is discouraged but permissible during the hours of 8:00 a.m. to 5:00 p.m. provided all rules and building security are followed.
9. The above rules are inflexible, and any employee violating said rules shall, on the first violation, be served notice by the building principal, on second violation have note of said violation placed on employee's record or rating forms, and on third violation be subject to discipline as directed by the Superintendent.
10. Only permanent full-time employees may check out keys to their own work station. Keys for school buildings are to be checked out by the school principal and no keys shall be duplicated. The principal shall receive sufficient keys to allow each teacher to have a key for his work station and allow for one after-hour key for each five staff members. The Director of Facilities & Risk Management may conduct routine checks of keys, receipts, and logs at all buildings.
11. The restrictions (1 to 10 inclusive) above pertain to the use of the buildings by the professional staff under the building principal. Situations arising in conflict with the restrictions shall be submitted to the Director of Business and Finance for decisions.
12. Any use of school buildings by other organizations or individual shall be by permit applied for and issued from the Community Education Office.

Approved: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

3125 SECURITY OF BUILDINGS AND GROUNDS

Locking Systems

Locking systems for all School District buildings shall be the responsibility of the Supervisor of Maintenance & Construction, and keys shall be issued only by the Maintenance & Construction Office.

Master Keys

Master keys shall be issued only to Physical Plant personnel whose job responsibilities may require access to any building. Reproduction and issuance of general master keys shall be authorized only by the Business & Finance Services Office.

Exterior Door Keys

Exterior door keys shall be issued only to the principal, building engineer, firepersons, and custodial staff, and to other authorized personnel approved by the principal and building engineer.

Interior Door Keys

Interior door keys for elementary and secondary schools shall be issued by the physical plant department to each building engineer. The building engineer shall issue necessary keys to the principal and custodial personnel. Each teacher shall be issued a key to his/her classroom. At the termination of the regular school year and at the termination of the summer school period, teachers shall return keys as part of their check-out procedure. Keys shall not be issued to substitute teachers, student teachers, or students.

Electronic Security Systems

In buildings equipped with electronic security systems, keys for arming/de-arming such systems shall be issued to designated members of the building custodial staff and principal. Transfer of any key to an unauthorized person is prohibited. Designation of authorized personnel shall be made by the Director of Business and Finance. Arming and de-arming of systems shall be done by authorized persons.

General Statements Regarding Buildings and Grounds

This policy is designed to provide for the protection of the buildings and lands of schools; to provide for peace, quiet, and good order in and around schools; and to provide for the removal of those not having legitimate business on school property.

No person shall mark with any substance or in any other manner deface or do damage to any building owned, occupied, or otherwise used as a school, or in any other way or manner deface or do damage to any fence, tree, lawn, or other fixture situated on lands owned, occupied, or otherwise used by a school.

No person on property in which any class is in session, or in which any gathering or function is taking place, shall loiter or make any noise or diversion which disturbs the quiet or good order of such school activity.

Any person not a student in the school, employee of the school, or parent of any student enrolled therein, shall not remain within any school during normal school hours without securing the permission of the principal or person in charge. School hours include one hour prior to normal class time and one hour after classes are dismissed.

Persons not engaged in an authorized after-hour or weekend activity shall not remain on school premises without permission of the principal or person in charge.

Adopted: 06-09-1970 ISD 709

Revised: 06-09-1981

06-20-1995 ISD 709

3130 MAINTENANCE AND OPERATION OF PLANT

An effective educational program requires clean, healthful, safe, business-like and attractive physical facilities. The maintenance and custodial staff is charged with the responsibility of caring for and protecting these facilities. In order to carry out an efficient maintenance program, the building engineer and other custodial staff must receive the cooperation of the pupils, the teachers, and the principal.

The principal's responsibility is one of direction and supervision. Each custodian must have a daily work schedule in order to accomplish his/her part of the overall task. He/she must be given directions on how to perform the various duties assigned to him/her. The principal may supervise and check to ensure that all custodians are doing their share of the work to the best of their ability and report any discrepancies to the Supervisor of Operations & Inventory.

A factual report by the principal on the performance and conduct of the building engineer will be made to the Supervisor of Operations & Inventory semi-annually.

Areas of safety in the operation of a physical facility that must be addressed by the maintenance and custodial staff (with the assistance of all staff members in the building) are as follows:

1. The accumulation of materials which can cause fires or can add fuel to a fire must be eliminated wherever possible.
2. Quantities of paper should not be accumulated in other than the central storage area.
3. Stage and auditorium areas are to be kept free of debris. Stage managers have "standing" instructions to discard anything not part of regular stage equipment within twenty-four (24) hours after a performance is completed.
4. Walkways must be kept clear of snow and safe for pedestrian traffic at all times. Frequent checks for slippery conditions during the thawing weather are vital. Non-skid materials shall be used as required.
5. Fire alarms are to be set off and checked daily by the building engineer or his/her staff, before or after the regular school day. A different station is to be checked each day to ensure that all fire stations and alarms are in operation.
6. Fire extinguishers are to be checked frequently and kept in perfect order. They must also be checked annually by the State Fire Marshal and certified as to their readiness.
7. A complete fire drill and exit program must be worked out by the school principal. Practice fire drills must be held frequently enough so that all pupils know where they must exit and the route they must take to prevent confusion. Each classroom shall contain a fire drill instruction chart mounted in a conspicuous manner by the classroom door. Each teacher shall be responsible for the exit of his/her class at the time on an alarm.
8. All exit lights must be on when the school building is occupied.
9. Combustible liquids must be kept only by the engineer in a storage area specified for "combustible liquids" and in a safety-approved container only.
10. Lighted candles or any other form of open flame, other than bunsen burners or acetylene torches in a controlled classroom situation, are strictly forbidden.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

3130 MAINTENANCE AND OPERATION OF PLANT

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Adopted: ~~06-09-1970~~ ISD-709

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

3137 MEMBERSHIPS IN COMMUNITY ORGANIZATIONS

The District prohibits the use of public funds to join or pay for District or employee membership in community service organizations including but not limited to the Kiwanis, the Rotary, the Chamber of Commerce, or the Lions Club. In the event that the membership is paid for as part of an employee's individual or union/unit contract, the superintendent has the authority to approve payments to such community organizations that serve a public purpose and advance the educational mission of the District, as he/she and the Board deems appropriate.

Adopted: 12-16-2003 ISD 709

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~~Adopted: 12-16-2003 ISD 709~~

3150 TRANSPORTATION - RESPONSIBILITIES OF PRINCIPALS

Pupils are not to be excluded from the bus along the route for a violation of discipline; all such violations shall be reported by the bus driver to the principal and to the Supervisor of Transportation using the Bus Driver's Report of Student Misconduct form.

The principal shall investigate all complaints of misbehavior on school buses and take appropriate disciplinary action when necessary.

Principals shall arrange for the prompt release at the end of the school day of students who are to ride school buses. The principal, or designee, shall advise the parents if a transported student misses any bus, and the student or parents/ guardian shall make their own transportation arrangements in such an emergency.

In instances where student misbehavior has caused damage to the school bus, a statement of repair costs will be mailed to the parents for reimbursement to the School District for such repair costs.

Lists of transported students are to be maintained by each school. Changes of address, deletions, or additions must be reported to the Transportation Department on a Route Revision Request form.

Adopted: 06-09-1970 ISD 709

Revised: 10-21-1975

11-13-1979

07-11-1989

06-20-1995 ISD 709

3155 TRANSPORTATION - RESPONSIBILITY OF TEACHERS

Each elementary and secondary curricular (field) and co-curricular trip must be requisitioned by the teacher or coach. The trip must be approved by the building principal, athletic director, or special education supervisor when applicable. The requisition form must be forwarded to the Transportation Department so as to arrive at least five (5) working days prior to the date of the trip.

Prior to initiating a request for a curricular activity (field trip), consideration of the following is imperative:

1. Field trips shall be limited to the Twin Ports (Duluth-Superior) area.
2. Field trips shall be considered on the basis of their importance to the curriculum in providing culminating and aesthetic experiences.
3. Field trip activity between grade levels in the same building shall be coordinated so that students in the building do not participate in a field trip to the same educational experience from one grade level to the next. Certain destinations may offer a changing program which can result in students being transported to the same destination in more than one (1) grade level.
4. Buses requested for curricular (field trip) purposes shall leave and return within the same school day.
5. Teachers shall not arrange field trip(s) to attend an event which is a direct result of a vendor coming into the school to solicit trade for the product or service the vendor promotes.
6. School District buses shall be the primary source of transportation available for elementary and secondary field trips.
7. Buses shall not be requisitioned for a field trip to a location one-half (.5) mile or less from the home school.
8. The individual initiating the requisition shall determine if other groups from the same school are intending to request transportation to the same location. If this is the case, a single requisition shall be submitted so that duplication of trips can be avoided.

When requesting transportation for either curricular (field) or co-curricular trips, the individual completing the requisition shall:

1. Provide an accurate count of students and adults, plus wheelchairs, and the actual date for each trip.
2. Not request a deviation from the normal route either to or on the return trip from the location. Such deviation shall not be requested during the trip as well.
3. Shall indicate the time of day the bus is actually needed so that buses need not arrive in advance of this time causing undue expenditure.

The teacher shall receive consent and waiver of the parent/guardian in writing for all cases where the student is to be transported for related school trips other than regular bus trips to and from school.

Teachers who have requisitioned a curricular or co-curricular trip shall see that students are ready to board the bus promptly at the time indicated. The teacher shall indicate on the requisition form where at the building students will be available to board the bus(es).

Teams participating in school-sponsored events shall ride the designated bus from the home school to the event and return on the bus from the event back to the home school.

Teachers or personnel assigned to accompany students on field trips shall assist in promoting and maintaining proper student behavior on the bus.

Teachers shall not authorize student transportation to and from school without the consent of the principal.

Adopted: 06-09-1970 ISD 709

Revised: 10-21-1975

11-13-1979

07-11-1989

06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 10-21-1975~~

~~11-13-1979~~

~~07-11-1989~~

~~06-20-1995 ISD-709~~

3160 STUDENT TRANSPORTATION SAFETY POLICY

I. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The first full week of school is designated as school bus safety week.

B. Student Training

The School District shall provide students enrolled in grades kindergarten through 12 with school bus safety training. The training shall be results-oriented and shall consist of both classroom instruction and practical training using a school bus and a Duluth Transit Authority bus, where applicable. Upon completing the training, a student shall be able to demonstrate knowledge and understanding of at least the following competencies and concepts:

1. transportation by school bus is a privilege, not a right
2. School District policies for student conduct and school bus safety
3. appropriate conduct while on the bus
4. the danger zones surrounding a school bus
5. procedures for safely boarding and leaving a school bus
6. procedures for safe vehicle lane crossing
7. school bus evacuation and other emergency procedures

Student school bus safety training shall commence during school bus safety week. All students who are transported by school bus and are enrolled during the first week of school must demonstrate achievement of the school bus safety training competencies by the end of the third full week of school. Students who enroll in a school after the first week of school and are transported by school bus shall undergo school bus safety training and demonstrate achievement of the school bus safety competencies within three weeks of the first day of attendance. The School District may deny transportation to a student who fails to demonstrate the competencies, unless the student is unable to achieve the competencies due to a disability.

The School District will, to the extent possible, provide kindergarten students with school bus safety training before the first day of school.

The School District will also provide student safety education for bicycling and pedestrian safety.

The School District's curriculum for transportation is maintained and available for review in the Transportation Office.

II. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

Riding the school bus is a privilege, not a right. Students are expected to follow the same behavioral standards while riding school buses as are expected on school property or at school activities, functions, or events. All school rules are in effect while a student is riding the bus or at the bus stop.

Consequences for school bus/bus stop misconduct will be imposed by the building principal or the principal's designee. In addition, all school bus/bus stop misconduct will be reported to the School District's Transportation Safety Director and to the Supervisor of Transportation. Serious misconduct may be reported to law enforcement.

A. School Bus and Bus Stop Rules

The School District school bus safety rules are to be posted on every bus. If these rules are broken, the School District's discipline procedures are to be followed. Consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the School District's Transportation Office/School Office.

B. Rules at the Bus Stop

1. Get to your bus stop 5 minutes before your scheduled pick-up time. The school bus driver will not wait for late students.
2. Respect the property of others while waiting at your bus stop.
3. Keep your arms, legs, and belongings to yourself.
4. Use appropriate language.
5. Stay away from the street, road, or highway when waiting for the bus. Wait until the bus stops before approaching the bus.
6. After getting off the bus, move away from the bus.
7. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
8. No fighting, harassment, intimidation, or horseplay.
9. No use of alcohol, tobacco, or drugs.

C. Rules on the Bus

1. Immediately follow the directions of the driver.
2. Sit in your seat facing forward.
3. Talk quietly and use appropriate language.
4. Keep all parts of your body inside the bus.
5. Keep your arms, legs, and belongings to yourself.
6. No fighting, harassment, intimidation, or horseplay.
7. Do not throw any object.
8. No eating, drinking, or use of tobacco or drugs.
9. Do not bring any weapon or dangerous objects on the school bus.
10. Do not damage the school bus.

D. Consequences

Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with co-curricular and extra-curricular events (for example, field trips or competitions) will be in the sole discretion of the School District. Parents or guardians will be notified of any suspension of bus privileges.

1st offense -warning--parent notification

2nd offense -up to five (5) school day suspension from riding the bus

3rd offense -up to one (1) month suspension from riding the bus

Further offenses -up to one (1) year suspension from riding the bus/meeting with parent

1. Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school may also result from school bus/bus stop misconduct.

2. Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and to the Transportation Office and will be retained in the same manner as

other student discipline records. Reports of serious misconduct will be provided to the Department of Public Safety. Records may also be maintained in the Transportation Office.

3. Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages as will their parents. Failure to pay such damages (or make arrangements to pay) within two weeks of mailing a statement of damages may result in the loss of bus privileges until damages are paid.

4. Notice

Students will be given a copy of school bus and bus stop rules during school bus safety training. Rules are to be posted on each bus and both rules and consequences will be periodically reviewed with students by the driver. The parents of each elementary student shall receive annually a summary of rules of safety, eligibility, and behavior.

5. Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, possession, or vandalism), the Superintendent, and local law enforcement officials.

III. PARENT AND GUARDIAN INVOLVEMENT

A. Parent/Guardian Responsibilities for Transportation Safety

1. Become familiar with School District rules and policies, regulations, and principles of school bus safety.
2. Assist students in understanding safety rules and encourage them to abide by them.
3. Recognize their responsibilities for the actions of their students.
4. Support safe riding practices and reasonable discipline efforts.
5. When appropriate, assist students in safely crossing local streets before boarding and after leaving the bus.
6. Support procedures for emergency evacuation and procedures in emergencies as set up by the School District.
7. Respect the rights and privileges of others.
8. Communicate safety concerns to school administrators.
9. Monitor bus stops, if possible.
10. Support all efforts to improve school bus safety.

B. Parent and Guardian Notification

A copy of the School District school bus and bus stop rules will be provided to each family at the beginning of the school year or when a child enrolls, if this occurs during the school year. Parents and guardians are asked to review the rules with their students.

IV. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

All school bus drivers shall be adequately prepared, both physically and mentally, each day to perform required duties. The driver is in full charge of the bus and the driver's duties include:

A. Operating the vehicle in a safe and efficient manner.

1. Safety. The primary concern of each driver is safety. Drivers will exercise extreme caution during the loading and unloading process as well as when driving.
2. Defensive Driving. All drivers are to drive defensively at all times. A definition of defensive driving is: driving in a manner to avoid accident involvement despite adverse conditions created by roads, weather, traffic, or errors of other drivers or pedestrians.

3. Driving Adjustments. Winter and wet weather driving may require adjusting speed and normal driving practices to compensate for road conditions.
4. Emergency Doors. Emergency doors must be free and operable. Under no circumstances may the doors be obstructed to prevent easy access.
5. Service Door. The service door of the bus must be closed at all times while the bus is in motion.
6. Overloads. The registration card in all vehicles designates the maximum number of passengers allowed to be carried. This limit cannot be exceeded. A driver should call the designated individual for instructions should a vehicle become overloaded.
7. Railroad Crossings. All vehicles used to transport must stop at railroad crossings, using required procedures, whether they are loaded or empty. School buses shall not activate the eight-way lights; four-way hazard lights are to be used before stopping and when crossing the tracks.
8. Speeding and Other Moving Violations. No bus will travel faster than road, traffic, and weather conditions safely permit regardless of the posted speed limit. Any driver convicted of a moving violation with a school bus will face disciplinary action. Other reports or warnings regarding speeding will result in suspension and/or termination.
9. Smoking Prohibited. Smoking by either the driver or the passengers is prohibited on any school bus, Type III vehicle, or on school property.

B. Conducting thorough pre-trip and post-trip inspections of the vehicle and special equipment.

1. Bus Inspection. Drivers are required to make a pre-trip inspection of the bus before each trip. Failure to do so is a violation of state law. Defects are to be reported in writing. Drivers are required to check their buses for students, vandalism, and articles left on the bus after each route segment.
2. Safety Equipment. All drivers are responsible for ensuring that the necessary safety equipment is aboard the bus, including fire extinguisher, first aid kit, bodily fluids clean-up kit, flashlight, reflectorized emergency warning device, and any additional items required by the District. Drivers of vehicles for disabled students will ensure all student health information cards are on board the bus.
3. Bus Cleaning. Drivers are required to keep the interior of their buses swept and free of trash at all times.
4. Fueling. The driver is responsible for ensuring that his or her assigned vehicle is adequately fueled before leaving the yard. Smoking is prohibited in the fueling area. The engine shall be turned off while fueling. Drivers should never fuel with passengers aboard.

C. Ensuring the safety, welfare, and orderly conduct of passengers while on the bus. (See Section II)

D. Meeting emergency situations in accordance with operating procedures. (See Section V)

E. Communicating effectively with school staff, students, parents, law enforcement officials, and the motoring public.

1. Relations with Students. Bus drivers will treat students with respect and will refrain from any conduct which is intended or could be perceived as demeaning, intimidating, or harassing and shall endeavor to establish and maintain good rapport with the students.
2. Relations with School Officials. School officials can and will be of considerable assistance to drivers. They are trained in the education of students, and it is in their best interest that control and discipline be maintained on the bus. Therefore, it is

very important drivers have good relationships with the school officials and give them full cooperation.

3. Relations with the Public. It is important to remember that, to the general public, the driver represents the School District. Buses are one of the most visible vehicles on the road. Drivers must deal with students, parents, and other motorists in a polite, professional, and considerate manner.
4. Student Discipline. Although drivers are responsible for maintaining order on the bus, drivers must always remember that the types of actions they may use are limited. Drivers must never, under any circumstances, use corporal punishment. Drivers have no authority to deny a child the privilege of riding the bus or drop the student at other than the designated stop. Any denial of bus-riding privileges can come only from the school authorities.
5. Route Changes. No driver is to make changes in the pick-up or drop-off schedule for his or her route without prior authorization. No stops are to be added, deleted, or moved without approval. No driver may deviate from the established route without prior permission except as required by an emergency or temporary road conditions. All requests for route changes shall be referred to the Supervisor of Transportation.
6. Route Problems. Any problems, of whatever kind, encountered by a driver on the routes or trips should be brought to the attention of the designated individual as soon as possible.
7. Unauthorized Passengers. Only authorized passengers may be transported in a bus. Any other passenger must be specifically approved.
8. Notices. It is the responsibility of the driver to check for notices each day and to check with his or her supervisor regularly.
9. Schedules. Drivers shall maintain their schedules so that no bus is ever early at a stop.

F. Completing required reports.

It is the responsibility of the driver to completely fill out and timely turn in all reports, discipline referrals, time cards, and mechanical defect slips as required. This includes all requirements pertaining to pre-trip inspections and stop-arm violation reports.

G. Completing required training programs successfully. (See Section VI)

H. Providing maximum safety for passengers during loading and unloading.

1. Standeers Prohibited. Standeers are not allowed on a moving school bus. Drivers must not move a bus from a stopped position until all passengers are seated. Students are to remain seated until the bus has stopped.
2. Dangerous Articles. No weapons or articles that may be classified as dangerous may be transported on a school bus. This includes any and all weapons, gasoline cans, animals, and other dangerous or objectionable items. Possession of weapons on school property or the bus will not be tolerated. Companion dogs are allowed.

I. Wearing driver's seat belt whenever the bus is in motion.

Additional driver duties and responsibilities may be found in the driver handbook. All bus driver dismissals will be reported to the Department of Public Safety pursuant to Department of Public Safety directions.

V. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. All routes shall be on file with the School District's Supervisor of Transportation.
2. Only students assigned to the school bus by the District shall be transported. The

number of students or other authorized passengers transported in or assigned to a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. Drivers are to enforce the provisions of the school bus and bus stop rules as appropriate. Students may be released from the bus at only two points, the designated bus stop or at school, except in case of an emergency or as otherwise authorized.
4. The parent/guardian may designate by a signed, written request, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet other eligibility requirements.
5. Students who misbehave severely may be returned to the school immediately and reported to the building principal or other designated individual.
6. Safety evacuation drills for the student-passengers shall be conducted at least twice a year.
7. There shall be no students in the bus while the fuel tank is being filled. On leaving the vehicle when students are in the bus, the driver shall stop the bus, remove the ignition key, set the brakes, and otherwise render the bus immobile.
8. Buses shall not be run backwards on the school grounds or any other point if it can be avoided. If it is necessary to run a bus backwards on school grounds, the driver shall have another responsible person act as a guard flagman in back of the bus to keep other persons out of the path and to issue warnings to the driver of approaching traffic.
9. When arriving or leaving the school grounds, the driver must not follow closer than fifty (50) feet from the vehicle directly in front of the bus or closer than five hundred (500) feet when traveling on the highway.
10. No school bus shall pull any trailer when students are being transported on regular routes to or from school.
11. In case of an accident or breakdown of the bus, the driver shall contact the dispatcher using the two-way radio. If no radio contact is available, the driver shall not leave the bus but shall send two responsible students to the nearest house to summon help.
12. The District may adopt such additional operating rules as are deemed necessary to meet local conditions and needs, provided they do not conflict with State laws and regulations.

B. Use of Signals, Loading or Unloading

1. The driver shall activate the flashing eight-light system of the bus at least three hundred (300) feet before stopping to load or unload students when outside an incorporated municipality, and one hundred (100) feet when operating within an incorporated municipality, and shall not extinguish such lights until loading or unloading is completed and persons who must cross the roadway or highway are safely across. The driver shall not activate the flashing eight light system on streets designated by the School Board.
2. Bring the vehicle to a complete stop in the right hand lane of the roadway parallel to the centerline.
3. Prior to discharging students, open door, activate red flashing lights and extend the stop arm. Discharge students only after all traffic (front and rear) has come to a complete stop.
4. Keep door open and eight-light system operating until all students have been loaded or unloaded safely.
5. The driver should avoid loading or unloading students where the view is obstructed

to other motorists for two hundred (200) feet in either direction.

6. The driver will not permit students to stand or get on or off the bus while it is in motion.
7. The driver will bring the bus to a full stop and disengage gears by shifting gear shift lever into neutral position or selector into neutral or park position before loading or unloading students.
8. Buses shall load and unload students only at designated locations.

C. Crossing Highways and Streets

1. The driver shall be responsible for safely delivering the students who must cross the highway or street by one of the following methods:
 - a. Students shall pass approximately ten (10) feet in front of the school bus so as to be seen by the driver and cross the road only upon receiving a hand signal from the driver, or
 - b. The student shall pass approximately ten (10) feet in front of the bus so as to be seen by the driver and be conducted across the road by the school bus patrol, or
 - c. The driver shall personally conduct the students across the road after following required procedures for disabling the bus.
 - d. The driver shall visually ascertain that students getting off the bus who do not need to cross the road are a safe distance from the bus before moving the vehicle.

D. Type III Vehicles

1. Are defined as a passenger car, station wagon, van or bus having a maximum seating capacity of 10 or fewer people, including the driver, and a gross weight of 10,000 pounds or less. Any Type III vehicle used to transport students must carry all emergency equipment listed in Section IV.B.2. If District-owned, the District name will be clearly marked on the side of the vehicle.
2. The vehicle must comply with the Type III vehicle standards set forth in state statute 169.454.
3. Use of Type III vehicles shall be requested on a Field Trip Authorization form filed with the school principal.
4. Students will not be regularly transported in private vehicles. However, private vehicles may be used in an emergency. The District has no system of inspection for private vehicles.
5. The driver of a District Type III vehicle must conduct a pre-trip inspection. The Transportation Department regulates what is included in this inspection.
6. All drivers who transport students in Type III vehicles are subject to the same license check requirements as District school bus drivers as required by state law. Each employee who is to transport students in a Type III vehicle must first verify that they are qualified to do so. The principal at each school is responsible for maintaining a list of employees who have had their license checked and who can transport students.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

All new bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction before transporting students and shall meet the competencies specified

by the Department of Public Safety. All school bus drivers shall receive a minimum of eight hours of in-service training annually.

The following driver training standards represent the **minimum** areas of training which each driver must receive prior to entering service to the School District.

1. Pre-Trip Inspection

Both new and experienced drivers must be familiar with the elements of the mandatory pre-trip inspection required under Minnesota law including:

- The engine compartment - belts, valves, fluid leaks
- Engine start, warning lights, gauges, horn
- Fuel level
- Brakes - pedal reserve and air/vacuum gauges
- Interior - seats, floor, lights
- Electrical charging system
- Emergency door:
 - a. smooth latch operation
 - b. alarm buzzer
- Entrance door operation
- Lift door operation and alarm
- Lift equipment for wheelchairs
- Wheels, service brakes, emergency brake
- Exterior lights - headlights, brake lights, market lights, turn signals
- Exhaust system
- Windows, windshield, and inspection sticker
- Eight-light system and stop arm
- Emergency equipment - first aid kit, bodily fluids clean-up kit, flashlight, reflectors, two-way radio

2. Fundamentals and Techniques of School Bus Driving

- The driver training program must include:
 - Relevant laws
 - Rules of the road and School District safety policies
 - Defensive driving
 - Driving in inclement weather conditions:
 - a. reduced visibility - rain, snow, fog
 - b. wet roads
 - c. icy roads
 - Dealing with pedestrians and students in traffic
 - Operation of the manual or automatic transmission
 - The use of the drive train for stopping the school bus
 - Situations where the hand brake will and will not stop a moving bus
 - Steering and turning techniques
 - Right and left turn maneuvers
 - Gauging the speed of other vehicles on cross streets
 - Use of mirrors
 - Merging into traffic
 - Visual perceptions
 - Safe following distances
 - Safe passing procedures
 - Safe backing procedures
 - Use of the eight-light system and School District regarding its use
 - Loading and unloading procedures

- Knowledge of the danger zone concept
- Policies and Procedures for grade level railroad crossings
- Emergency use of the public address system
- Response to an approaching emergency vehicle while unloading
- Leaving the bus unattended at school sites

3. Special Services Transportation

Special Services transportation requires skills and abilities that exceed those required to provide normal school bus service. Drivers will be familiar with:

- What to do in a medical emergency
- Handling of wheelchairs
- Operation of lift equipment
- Proper use of wheelchair securement devices
- School District policies on the use of seat belts on designated students
- Handicapping conditions
- Responsibilities of the bus driver and the bus aide
- School District policy in situations where a responsible person is not available to receive a student

4. Emergency Procedures

Drivers must be prepared to deal with emergency situations while operating on routes and field trips. Included in these emergency situations are mechanical breakdown, fire, accident, or passenger injury. Drivers are to receive training in:

- Identifying the degree of an emergency before beginning an evacuation
- Identifying a safe evacuation unloading area
- Preplanning emergency evacuations for both conventional and lift buses:
 - a. front, rear, and both door evacuations
 - b. evacuation of special education students
 - c. evacuation of physically disabled students and students using wheelchairs
 - d. placement of students in a safe location
- Cooperation in emergency evacuation drills
- Mechanical breakdowns:
 - a. stop bus in safe location
 - b. keep passengers in bus if safe to do so
 - c. take steps to warn motorists
 - d. radio or call for assistance
- How to secure the school bus and place emergency triangles
- Use of the two-way communication system in an emergency
- When it is appropriate to evacuate the school bus
- How to supervise an emergency evacuation
- Emergency evacuation of the disabled
- Special considerations when evacuating a lift bus
- Lifting techniques for handling disabled students in an emergency situation
- Priorities when dealing with injured passengers
- How to use the school bus first aid kit
- Use and operation of the fire extinguisher
- Dealing with other motorists and the police
- Use of emergency reflectors and hazard lights

- Control of exposure to blood borne pathogens
- Use of body fluid clean-up kits
- School District policy on medical emergencies
- Recognition and handling of epileptic seizures
- How to respond if a passenger has a weapon on the bus

5. First Aid/CPR

All drivers must demonstrate proficiency in first aid and CPR. This may be shown by current certification in CPR and first aid by the American Red Cross or American Heart Association or equivalent.

6. Private or Confidential Student Information

Types of student data that are considered private or confidential under Minnesota Statutes.

7. Student Discipline

- Creating a positive attitude on the school bus
- Oral and visual communications skills between the driver and the passenger
- Dealing confidently with a disruptive student
- District discipline policy
- Developing and enforcing workable rules
- Incident report forms
- District policy on possession of weapons by a student
- District policy on sexual, racial, and religious harassment/violence
- District policy on smoking

8. Human Relations

- Appropriate driver behavior
- Sensitivity to a diverse student population
- Sensitivity to handicapping conditions
- Relations with parents and school staff
- Working with a special education bus aide

9. Chemical Abuse

- How alcohol and/or drugs can affect driving skills
- Drug-testing programs
- State and federal requirements

B. Evaluation

All drivers will be evaluated for the following competencies at least once annually:

1. safely operate the type of school bus the driver will be driving
2. understand student behavior, including issues relating to students with disabilities
3. ensure orderly conduct of students on the bus and handle incidents of conduct appropriately
4. know and understand relevant laws, rules of the road, and local school bus safety policies
5. handle emergency situations
6. safely load and unload students
7. demonstrate proficiency in first aid and CPR procedures

VII. EMERGENCY PROCEDURES

A. Fire

In the event of a fire, the first priority is to evacuate the bus. Drivers will make certain passengers are safe before attempting to put out the fire.

B. Injuries/Medical Emergencies

Drivers and bus helpers will be familiar with first aid and CPR procedures. Drivers should first contact the dispatcher to call 911 in the case of serious injuries. Drivers should administer proper first aid in accordance with their training and level of ability. In the event an injured passenger is taken to the hospital, record the students' name and the name of the hospital where the student is sent.

C. Tornado

If there is likelihood that the tornado will hit a vehicle, and there is no escape route available or no time to drive to a safe location, the driver should evacuate the bus, taking the first aid kit. The driver will take the students to the basement of a nearby building or to the nearest depression or ditch upwind (toward the storm) of the bus far enough away from the bus so that the bus will not roll over on them and instruct them to cover their heads with their arms. If the students are wearing coats or jackets, these can be used to provide additional protection for their heads and bodies. Drivers should take only the first aid kit from the bus.

If drivers are on the road when they hear a tornado warning or spot a funnel and there is not time to evacuate the students after stopping the bus, drivers should have the students assume the protective position, remaining in their seats, with their heads below window level.

D. Evacuation

Drivers should evacuate buses only when there is a danger of fire, collision, or other potential hazard. Drivers should inform passengers that there is an emergency, and in very calm and precise terms, tell them exactly what they are to do. When safely possible, drivers will keep all evacuees a minimum of one hundred (100) feet from the bus. They should be loaded back onto the bus only when the driver has determined it is safe to do so.

E. Accident

In case of an accident, the driver should immediately assess students for injuries and begin any emergency first aid procedures if necessary. The driver must also notify the School District and law enforcement of any school bus accidents immediately.

Upon providing emergency care and notifying the District, the driver shall:

1. In cooperation with policy officer and/or ambulance service, assist with the care of students.
2. See that all injured students receive proper care.
3. Determine facts pertaining to accident.
4. Call Transportation/District staff to give list of names and circumstances so they can begin calling parents.
5. Discuss the accident only with police and School District officials.
6. Record all students' names.
7. Not leave the scene of an accident until released by the driver's supervisors.

Before leaving for the day, the driver shall fill out an accident report. All bus accidents will be reported to the Department of Public Safety.

F. Cold Weather Stop

If a driver is stuck or stalled in cold weather, the driver should call for assistance and wait for help. The driver should avoid relying on the engine to provide heat for the driver and passengers as long as possible. If it is necessary to run the engine to provide heat, the

driver will make sure the exhaust pipe is clear of snow, open windows for ventilation, and check passengers frequently for headaches or drowsiness.

G. Dangerous Weapons

If a driver observes or learns that a passenger may have a dangerous weapon on the bus, he or she should remain calm and call for assistance using a predetermined code. The driver should give the location of the bus to the dispatcher, continue the route, and wait for assistance. The driver should not inform the passenger suspected of having the weapon that he or she knows of the weapon.

H. Lights

In an emergency stop, the driver should turn on the four-way hazard warning lights and running or clearance lights.

I. Getting Assistance

Use the two-way radio communications system to get assistance. Drivers should report the location and number of the bus, the nature of the problem, and the status of the passengers. If the driver cannot use a radio to contact the dispatcher, ask a passerby or other motorist to do so from the nearest telephone. The driver should write out the number and location of the school bus, the nature of the emergency, and the status of the passengers.

VIII. VEHICLE MAINTENANCE STANDARDS

A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the School District.

B. All school vehicles shall be inspected in accordance with legal requirements.

C. Daily pre-trip inspections shall be required and prompt reports submitted of defects to be immediately corrected.

IX. EXPENDITURES FOR SCHOOL BUS SAFETY ACTIVITIES

A description of School District funds expended for school bus safety activities from student transportation reserved revenue is kept in the office of the Superintendent and is available for review. As required by law, these expenditures will be annually reported to the Department of Public Safety.

The School District's expenditures for transportation safety are incorporated by reference into this policy.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The School Board has designated an individual to serve as the School District's School Transportation Safety Director. The name, address, and telephone number of the School Transportation Safety Director are on file with the Superintendent. Any questions regarding student transportation or this policy should be addressed to the School Transportation Safety Director.

References: Mn Rules 7414.00

Mn Statutes 123B.91, 171.321, 171.3215

Adopted: 10-18-1994 ISD 709
Revised: 06-20-1995
07-20-1999
04-16-2002 ISD 709

3180 CHILD NUTRITION

The School District's purpose in having a Child Nutrition program is to make it possible for all students to have a nutritionally adequate lunch and, in selected situations, breakfast. Breakfast programs will be provided at school sites where experimental programs sustained a participation of at least twenty-five (25) students.

1. Operational Objectives

- a. To make the maximum contribution to the educational experience of students.
- b. To be non-profit and to offer minimum competition to commercial firms.
- c. To comply in every way with federal, state, and School Board policies and regulations.
- d. To cooperate with all segments of the School District in providing appropriate service aside from the normal child nutrition operation, such as banquets, special events, etc.
- e. To comply strictly with laws and regulations pertaining to health, sanitation and safety, internal accounting, employment practices, dietary components, meal prices, and periodic reporting as required.

2. Operational Procedures

- A. The Child Nutrition Department shall be under the direction of the Supervisor of Child Nutrition.
- B. The Child Nutrition Cafeteria Manager in each school has a dual reporting relationship, i.e., to the principal for day-to-day directions, such as serving times, special events, emergency situations, etc., and to the Supervisor of Child Nutrition or his/her designee for overall operations, such as menus, inventory, working hours, money collections, staffing levels, etc.
- C. All students may bring their meals or purchase hot meals, but shall in all cases be subject to the rules and regulations of the building. The principal shall be responsible for the execution of such rules and regulations.
- D. Food, other than that offered through the regular meal program, will be made available to students during school hours only when in compliance with the following conditions:

(1) Food or beverages offered prior to or during regular lunch serving time shall be food which contributes to the nutritional needs of students and not be food items classified as empty calorie foods and will not be offered in direct competition or in place of established district supported meal programs. Some acceptable items would be fruit, vegetables, juice containing at least 50% real juice, milk, consommé, sandwiches, ice cream, or bread items made from enriched or whole grain flours, etc.

(2) Food or beverage vending machines in schools must be inoperative from the beginning of the school day until one-half hour after the end of the last lunch period of the day unless the foods or beverages contained therein comply with #1 above.

E. Foods, other than that provided and prepared by Child Nutrition Department employees, shall be under the regulations of the St. Louis County Health Department.

F. Banquets or special dinners may be served in school cafeterias for school related functions. The costs of these services shall be paid by the using group and using group shall adhere to the following:

- (a) All food and beverage is delivered, prepared, and ready to serve in the cafeteria.
- (b) The cafeteria manager is on duty and paid by the organization to supervise the usage of the facility.
- (c) Dishes and silver of the cafeteria may be used, but it shall be the responsibility of the organization under the direction of the cafeteria manager to return, clean, and store items in the same manner before its usage.
- (d) All requests and arrangements for cafeteria use must be made in advance through the building principal and coordinated with the cafeteria manager.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

~~3180—CHILD NUTRITION~~

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~~Adopted: 06-09-1970 ISD 709~~

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

3185 CHILD NUTRITION COMMODITIES

Child Nutrition commodities are expressly for use in the preparation of children's lunches. Proper inventories and controls at each building shall be enforced to ensure maximum economies and compliance with the intended use of the commodities.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

~~3185 — CHILD NUTRITION COMMODITIES~~

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~~Adopted: 06-09-1970 ISD 709~~

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

These regulations pertain to the use of District and personal technology resources while on school property, in school vehicles and at school-sponsored activities, as well as the use of District technology resources via off-campus access.

A. Appropriate Use of Technology Resources for Students**(1) Introduction**

The Duluth Public Schools is pleased to offer students access to District computers, communications systems¹, the Internet and an array of technology resources to promote educational excellence. Each student is responsible for his/her use of technology, whether personal or District-provided. While using District and personal technology resources on school property, in school vehicles and at school-sponsored activities, as well as using District technology resources via off-campus access, each student must act in an appropriate manner consistent with school, District, and legal guidelines in this limited forum. It is the joint responsibility of school personnel and the parent or guardian of each student to educate the student about his/her responsibilities and to establish expectations when using technology.

(2) Using the Internet and Communications Systems¹

District technology resources are provided to students to conduct research, complete assignments, and communicate with others in furtherance of their education.

- (a) Access is a privilege not a right; as such, general rules of school behavior apply.
- (b) Access to these services is given to students who agree to act in a considerate and responsible manner. Just as students are responsible for good behavior in a classroom or a school hallway, they must also be responsible when using school computer networks or personal technologies.
- (c) Students must comply with District standards and honor this agreement to be permitted the use of technology.
- (d) All digital storage that is provided by the District is District property, and as such, authorized district employees may review files and communications to maintain system integrity and ensure that students are using technology responsibly.
- (e) Students should not expect District provided file storage will be private.
- (f) The educational value of technology integration in curriculum is substantial. Access to the Internet will enable students to use extensive online informational resources.
- (g) Families should be warned that some material accessible via the Internet might contain items that are illegal, defamatory, inaccurate, profane, sexually oriented or potentially offensive to some people. While the intent is to make Internet access available to further educational goals and objectives, students may find ways to access these other materials as well. The Duluth Public Schools does not condone or permit the use of this material and uses content filtering software to protect students to the extent reasonable.
- (h) Parents and guardians must be aware that content filtering software is not completely fail-safe and while at school, direct supervision by school personnel of each student using a computer is desired but not always possible.
- (i) Students are expected to use technology resources in a manner consistent with the rules below and will be held responsible for their intentional misuse.
- (j) The Duluth Public Schools believes that the benefits of student access to the Internet in the form of information resources and opportunities for collaboration exceed any disadvantages.

- (k) Ultimately, parents and/or guardians are responsible for setting and conveying the standards that their children should follow when using technology. If a student accidentally accesses inappropriate material they should back out of that information at once and notify the supervising district employee.
- (l) When on district property or at a district sponsored event personal technologies must use district provided internet.

(3) Proper and Acceptable Use of All Technology Resources

All District technology resources, including but not limited to District computers, communications systems¹ and the Internet, must be used in support of education and academic research and must be used in a manner consistent with the educational mission and objectives of the Duluth Public Schools.

Activities that are permitted and encouraged include:

- (a) school work;
- (b) original creation and presentation of academic work;
- (c) research on topics being studied in school;
- (d) research for opportunities outside of school related to community service, employment or further education consistent with District requirements

Activities that are not permitted when using District or personal technologies include but are not limited to:

- (a) plagiarism or representing the work of others as one's own;
- (b) any activity that violates a school rule or a local, state, federal, or copyright law;
- (c) using obscene language; harassing, insulting, ostracizing, cyber bullying or intimidating others;
- (d) representing Copyright ©, Registered ®, and/or Trademark ™ materials as one's own work;
- (e) searching, viewing, communicating, publishing, downloading, storing, or retrieving materials that are not related to school work, community service, employment, or further education (thus, searching inappropriate materials is not permitted);
- (f) damaging or modifying computers, networks or District-installed software;
- (g) intentional or neglectful transmission of viruses or other destructive computer files; hacking into District or external technology systems; intentionally bypassing District filters;
- (h) use of USB, bootable CDs, or other devices to alter the function of a computer or a network;
- (i) subscription to any online services or ordering of any goods or services;
- (j) online sharing of any student's or staff member's name, home address, phone number or other personal information;
- (k) non-educational uses such as games, role-playing multi-user environments, gambling, junk mail, chain mail, jokes or raffles;
- (l) non-district supported participation in online Web 2.0 tools including but not limited to texting and social media unless specifically assigned by a district employee;
- (m) use of District resources for commercial purposes, personal financial gain, or fraud, including but not limited to any activity that requires an exchange of money and/or credit card numbers, any activity that requires entry into an area of service for which the school will be charged a fee, any purchase or sale of any kind; and any use for product advertisement or political lobbying;
- (n) pornographic, obscene, or vulgar images, sounds, music, video, language or

- materials, including screen savers, backdrops, and/or pictures, are prohibited
- (o) downloading, uploading, or importing games, screen animations as well as programs or files that can be run or launched.
 - (p) Illegal use or transfer of copyrighted materials to a school-owned technology device is prohibited
 - (q) File sharing unless District approved.
 - (r) Adding, modifying or deleting files, except in the student's 'directory' or 'home directory,' are prohibited.
 - (s) Putting non-school related material (files) on school district technology devices is prohibited.
 - (t) Altering/modifying the original District pre-set software image is prohibited. Examples include, but are not limited to:
 1. loading/installing any software applications
 2. changing the desktop picture
 3. changing the computer name
 4. changing or removing operating system extensions
 5. altering security software
 6. altering the pre-loaded operating system or applications
 7. taking apart the computer for access to internal parts

Students are expected to report harassment, threats, hate-speech and inappropriate content to a teacher or administrator. If a student has any questions about whether a specific activity is permitted, he or she should ask a districted employee.

(4) Online Assessments

Student assessments may be conducted using technologies such as the Internet or audience response systems. Normally, students will use these technologies as a part of their instructional day. Privacy and security, as defined above, along with confidentiality of assessment responses, are expected.

(5) Vandalism

Any intentional act by a student that damages District technology hardware, software, operating systems, data, or services will be considered vandalism and will be subject to school rules and disciplinary procedures. Any intentional act that requires a person's time to repair, replace, or perform corrective work on District technologies or data is also considered vandalism.

(6) Consequences of Misuse

- (a) Misuse of personal² or District technology resources while on school property, in school vehicles and at school-sponsored activities, as well as the use of District technology resources via off-campus access may result in disciplinary action up to and including expulsion.
- (b) This regulation shall be used in conjunction with Duluth Public Schools' student policies. In addition, the student's use of District technologies may be suspended or restricted.
- (c) A school may temporarily hold (pending parental and/or same-day pick up) personal technology resources that are used inappropriately.
- (d) Individual schools may choose to have additional rules and regulations pertaining to the use of personal, resources in their respective buildings.
- (e) Intentional unauthorized access and/or damage to hardware, software, operating systems, data; or services may be punishable under local, state, or federal law.

(7) Student Access

Parents or guardians who do not wish their children to access the Internet must return the "**Student Internet Permission Form**" to their children's schools by the date indicated on the form. These forms will be distributed to all households with the Back-to-School information in August prior to the start of the school year.

(8) Student Photographs and Works Displayed on the Internet

Parents or guardians who do not wish their children's pictures or their children's student work to be displayed on the Internet must return the "Request To Deny Public Access To Directory Information and Annual Notification Of Rights Under the Family Education Rights And Privacy Act (FERPA)" form to their children's schools by the date indicated on the form. These forms will be distributed to all households with the Back-to-School information in August prior to the start of the school year.

B. Appropriate Use of Technology Resources for Staff

Employees of Duluth Public Schools are granted the privilege of using technology only in an authorized and acceptable manner. Generally, a use is unacceptable if it conflicts with Duluth Public Schools or the individual department's purpose, goal, or mission, or interferes with an employee's authorized job duties or responsibilities as determined by his/her immediate supervisor. For purposes of this policy, the term "staff" includes permanent and temporary personnel, substitutes, contract personnel, hourly non-contract personnel, student teachers, volunteers, and outside agency personnel allowed use of District technology access.

Administration reserves the right to archive, monitor, review, and audit an employee's use of technology at any time. By using technology, the user consents to this monitoring.

(1) Proper and Acceptable Use of All Technology Resources

Examples of acceptable uses include, but are not limited to, the following types of communication:

- (a) for educational purposes;
- (b) with students, staff, parents, and other customers of the District;
- (c) with federal, state, and local government personnel or agencies, and private businesses with which the School District conducts business;
- (d) for professional development;
- (e) for administrative purposes;
- (f) limited and judicious use of technology for personal use so long as the use is not unacceptable use or violation of School Board policy or the law, and work productivity is not impacted. Employees are to use technology for personal use during designated break time or before/after scheduled work hours;
- (g) limited and judicious use of technology for union business. Prior authorization is required from the Department of Human Resources or Superintendent.

Activities that are not permitted when using District or personal technologies include but are not limited to:

- (a) excessive personal use of technology. Personal use will be deemed excessive if, in the opinion of an employee's immediate supervisor, the use detracts from the individual employee's or the department's productivity;
- (b) communicating to promote personal business ventures (e.g., advertise, promote, or attempt to sell any product, investment, insurance, or other financial proposition) or solicit funds for personal business, political, religious, or other personal causes;
- (c) communicating for illegal purposes including, but not limited to: political lobbying, violating copyright laws, downloading, copying, or using unauthorized software (including screensavers), creating or knowingly spreading viruses, impersonating another user, or accessing restricted systems;
- (d) interfering with or disrupting network users, services, or equipment including, but not limited to: creating or forwarding chain letters, subscribing to any form of personal mailing list; damaging equipment, accessing a system (including using another user id and/or password) without authorization, altering software settings such operating system configurations (except for wallpaper, default colors, and other standard desktop customization settings), or destroying communications systems or electronic files;
- (e) accessing or distributing any communication which may constitute or contain intimidating, hostile, pornographic, offensive or discriminatory material on the basis or sex, race, color, religion, nation origin, sexual orientation or disability;

(2) Social Media Networks

The District recognizes the importance of online social media networks as a communication and e-learning tool. Toward that end, the District provides access to password-protected social media tools and District-approved technologies for e-learning and encourages use of District tools for collaboration by employees. However, public social media networks, outside of those sponsored by the District, may not be used for classroom instruction or school-sponsored activities without the prior authorization of the Superintendent, or designee, and parental consent for student participation on social networks. The District may use these tools and other communication technologies in fulfilling its responsibility for effectively communicating with the general public.

The District recommends Google Apps as its password protected social medial tool for educational use. The District has greater authority and responsibility to protect minors from inappropriate content and can limit public access within this limited public forum.

All social networking must be conducted using district-approved and/or provided and password-protected social media tools and technologies for e-learning. The District prohibits social networking relationships on non-district approved networks between employees in their roles as employees and students as well as between employees and alumni under the age of 18. The District does not discourage staff from having social networking relationships with students who are family members. "Family members" include the immediate family of a staff member, spouse, or registered domestic partner and shall include father, mother, brother, sister, husband, wife, child, grandparent, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, sister-in-law, and grandchild. Teachers are reminded of their responsibility to abide by the professional code of ethics at all times, including during the use of social networking sites. Employees have responsibility for maintaining appropriate employee-student relationships at all times and have responsibility for addressing inappropriate behavior or activity.

(3) Consequences of Misuse

- (a) Misuse of personal or District technology resources while on school property, in school vehicles and at school-sponsored activities, as well as the use of District technology resources via off-campus remote access may result in disciplinary action up to and including termination.
- (b) Intentional unauthorized access and/or damage to networks, servers, user accounts, passwords, or other District resources may be punishable under local, state, or federal law.

C. Privacy and Security

Students and staff must use District technologies responsibly and in a secure manner. They must not share their logins, passwords, or access with others. By using technology, staff is agreeing to, and understands, it is their responsibility to protect employee and/or student information accessed through the Financial/Human Resources information system and/or student information system, and will not release the data to any unauthorized employees or outside agencies.

D. Reliability and Limitation of Liability

- (a) The Duluth Public Schools makes no warranties of any kind, expressed or implied, for the technology resources it provides to students and staff.
- (b) The Duluth Public Schools will not be responsible for any damages suffered by the student, including those arising from non-deliveries, mis-deliveries, service interruptions, unauthorized use, loss of data, and exposure to potentially harmful or inappropriate material or people. This applies to personal use of technology by students and staff.
- (c) Use of any information obtained via the Internet or communications technologies is at the student's or staff's own risk.
- (d) The Duluth Public Schools specifically denies any responsibility for the accuracy or quality of information obtained through the Internet.
- (e) The student and his/her parent/guardian will indemnify and hold the Duluth Public Schools harmless from any losses sustained as the result of misuse of the District's technology resources by the student.

¹(Communication systems include e-mail, web social media, phones, pagers, text messaging, instant messaging, blogging, podcasting, listservs, and/or other emerging technologies).

²(Personal technologies include but are not limited to cell phones, digital and image devices, handheld electronic devices, two-way radios, and/or other emerging technologies).

References: MSBA/MASA Model Policy 524

Duluth School District Policy 5085 (School Discipline Policy)
 Duluth School District Policy 3090 (Copyright Policy)
 Duluth School District Policy 4025 (Standards of Conduct for Personnel)
 Duluth School District Policy 3187 (Use Policy for Technology and Internet Access)
 Boulder (Colorado) School District Acceptable Internet Use Policy
 Henrico (Virginia) County Public Schools Acceptable Use Policy
 E-rate Central
 Children's Internet Protection Act
 Protecting Children in the 21st Century Act

Adopted: 12-16-1997 ISD 709
 Revised: 07-21-1998 11-20-2007
 09-21-1999 05-04-2010
 02-15-2000 09-20-2011

06-19-2001
02-19-2002
04-20-2004
06-12-2007

04-02-2012
05-24-2012
06-19-2012
04-23-2013 ISD 709

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3189.2R EMPLOYEE USE OF DISTRICT LICENSED SOFTWARE

A. General

Companies that sell computer software to the District generally retain media rights over the software. Media rights are typically set forth in the software license. Some companies that sell software to the District provide a software license which, subject to various restrictions, may allow certain District employees to install and use the software on a personal home computer. Other companies provide a software license which prohibits any type of installation or use on a home computer.

B. Scope and Application

The installation and use of District licensed software on an employee's home computer is a privilege, not a right. Proper home use of District licensed software by an eligible employee can benefit both the District and the employee.

This policy applies to all District employees who install or use any District licensed software on a home computer. Not all employees are eligible to install and use District licensed software on their home computer. Only those employees who have the right to access and use the software on a District owned computer during the regular course of their employment with the District are eligible to install and use District licensed software on a personal home computer. Such employees may use District licensed software which is installed on a home computer solely for school business purposes, including educational purposes. Personal use is prohibited.

C. District Responsibilities

The District's Technology Division is responsible for the management of all software media licenses. The Technology Division will review the District's software media licenses and develop a list of software which eligible employees may install and use on their home computer subject to this policy and the terms of the software license.

Before loaning District licensed software to an eligible employee for installation on an employee's home computer, a member of the Technology Division must provide the employee a copy of the software license, and the employee must provide the Technology Division with a signed and completed Agreement for Home Use of District Licensed Software. The District's Director of Technology is authorized to sign that Agreement on behalf of the District.

D. Employee Responsibilities

1. Before borrowing any District licensed software for installation or use on a personal home computer, the employee must complete and sign an Agreement for Home Use of District Licensed Software, a copy of which is set forth below.
2. The employee must personally own the computer that is identified in the Agreement for Home Use of District Licensed Software.
3. The employee may install the District licensed software only on the computer identified in the signed and completed Agreement for Home Use of District Licensed Software. District technical staff will not install any District software on another employee's home computer, and District technical staff are not responsible for providing assistance or training on how to install District licensed software on a personal home computer.
4. The employee will pay all costs that are directly or indirectly related to the installation of District licensed software on the employee's home computer.
5. The employee will not give, loan, or knowingly allow any other individual to copy, or otherwise use the diskette or CD containing the District licensed software.
6. The employee will not permit any other person to use District licensed software that

is installed on the employee's personal home computer. The employee will take reasonable precautions to ensure that other persons do not access or use District software that is installed on the employee's home computer.

7. The employee will use District licensed software that is installed on his/her home computer solely for school business purposes, including educational purposes. Personal use is prohibited.
8. The employee will comply with all applicable District policies including, but not limited to, District Policy 3190. The employee will also comply with all applicable copyright laws.
9. The employee will immediately and completely remove (i.e. uninstall and delete) all District licensed software, including fonts and other extensions or components of the software, from the employee's home computer if any of the following occur:
 - (a) the Director of Technology, the Superintendent, or the School Board requests in writing that the employee remove the software from his or her personal home computer;
 - (b) the employee resigns or retires, or the employment relationship is otherwise terminated; or
 - (c) the employee decides to transfer ownership of the home computer to any other person, including a family member. The employee will pay all costs that are directly or indirectly related to the removal of District licensed software from the employee's home computer.

E. Limitation of District Liability

Employees who install or use District licensed software on their personal home computers do so at their own risk. The District will not be responsible for any damage an employee incurs including, but not limited to, loss, damage or unavailability of data stored on the employee's diskettes, tapes, hard drives or servers. The District is not responsible for the accuracy or quality of any media storage device loaned to the employee. The District will not be responsible for financial obligations arising through unauthorized use of the District's licensed software.

References:

Duluth School District Policy 3190 and 3190R (Copyright Policy and Regulation)
 Duluth School District Policy 3187 (Use Policy for Technology and Internet)
 Duluth School District Policy 3189 and 3189R (Software Copyright and Management Regulation)

Approved: 05-16-2000 ISD 709

*Refer also to the required form of "Agreement for Home Use of District Licensed Software" (attached).

Agreement for Home Use of District Licensed Software

This Agreement is entered into by and between Independent School District No. 709, Duluth Public Schools ("District") and an employee of the District, (print name with middle initial) _____ ("Employee").

WHEREAS, the installation and use of District licensed software on Employee's home computer is a privilege, not a right.

WHEREAS, Employee desires to install and use District licensed software on Employee's personal home computer.

WHEREAS, Employee currently uses the software identified below on a District owned computer during the regular course of Employee's employment with District.

NOW, THEREFORE, IN CONSIDERATION OF the above and the mutual promises and agreements below, Employee and District hereby agree as follows:

1. District will loan Employee a diskette or CD containing the software identified in paragraph 3 below, so that Employee can install and use the software on Employee's personal home computer.
2. Employee has read, understands, and agrees to comply with Policy 3188R, District's policy regarding Employee Use of District Licensed Software. Employee understands that any violation of that policy could result in disciplinary action against Employee, including possible termination of his/her employment, as well as criminal or civil action against Employee.

3. Employee agrees that the District licensed software titled: _____, version number _____ will be installed only on Employee's personal home computer, which has the following identifying characteristics:

Computer Manufacturer: _____

Model: _____

CPU Serial Number: _____

4. Employee agrees to return the diskette/CD containing the software to the District Technology Division within seven (7) calendar days from the date of this Agreement, or obtain written permission from the Technology Division to borrow the diskette/CD for a longer period of time. If Employee fails to return the diskette/CD in working condition and within the allotted time, District or the software producer may charge Employee for the full retail cost of the software. Employee will be responsible for any loss, theft, or damage that occurs to the diskette/CD while it is on loan to Employee.
5. Employee agrees to immediately and completely remove (i.e. un install and delete) all District licensed software, including fonts and other extensions and components of the software, from the employee's home computer if any of the following occur: (a) the Director of Technology, the Superintendent, or the School Board requests in writing that Employee remove the software from his or her personal home computer; (b) Employee resigns, retires, or the employment relationship is otherwise terminated; (c) Employee decides to transfer ownership of the home computer to any other person, including a family member; or Employee decides to salvage/scrap the home computer. Employee will be responsible for any costs associated with the removal of District licensed software from Employee's home computer.
6. Employee agrees to assume all liability and reimburse District for any and all court costs and legal judgments that arise from Employee's failure to comply with this Agreement, the software license, and any applicable federal or state law. Employee understands that a violation of federal or state law could result in substantial monetary penalties and criminal action . 1
7. Employee understands that the installation or use of District licensed software on a personal home computer is at Employee's own risk, and Employee agrees that District will not be responsible for any damage Employee incurs as a result of installing or using District licensed software on Employee's home computer.
8. This Agreement will be placed in Employee's personnel file.

Dated: _____

Employee

Dated: _____

Director of Technology

Independent School District No. 709

RRM: 4539

3189R TECHNOLOGY SOFTWARE COPYRIGHT AND HARDWARE MANAGEMENT

A. Software Management

1. Duplicate Restrictions

Users 1 of ISD 709 technology may not duplicate any licensed software or related documentation for use on either ISD 709 premises or elsewhere unless ISD 709 is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject ISD 709 and/or the user to both civil and criminal penalties under the United States Copyright Act.

Users may not give ISD 709 purchased/managed software to any non-ISD 709 employees unless specially authorized by ISD 709 and the software copyright holder. This will include parents, contractors, and/or students. ISD 709 users may use software on local area networks or on multiple machines only in accordance with applicable license agreements.

2. User Education

At the start of each school year, the Technology Division will design a District technology education program for employees. The program will cover, as a minimum, the District Technology goals and objectives, Internet use, software purchasing policies, Technology Help Desk procedures, and other issues that help employees' better use technology.

3. Budgeting for Software

When acquiring computer hardware and/or software, training, if required, must be budgeted at the same time. When purchasing software for existing computers, purchases will be charged to the appropriate department's/school's account.

4. Approval for Purchase of Software

To purchase software, users must obtain the approval of their supervisor or Director and then follow the same procedures ISD 709 uses for the acquisition of other ISD 709 assets. To assure software compatibility with hardware and network equipment, all software purchases must be coordinated through the Technology Division. Software specific to curriculum adoptions will be approved/coordinated through the appropriate curriculum committee. Software related to the curriculum will be approved/ coordinated through the site or department.

5. Software Testing Procedures

To maintain curriculum integration and a stable and reliable technical environment, instructional/administrative software will be tested before use on any district computer. Individuals requesting software will use the Computer Software Request/Evaluation form and send it to the Curriculum Division.

Unless required to comply with Federal or State law, or a Student's IEP, software testing and evaluation will be from April 15 to May 31. Software installation will normally be from June 1 to August 15. Software for student use must be supported by curriculum and integrated into Minnesota Graduation Standards or the teacher's lesson plan. Before software testing and deployment, the Technology Division will review the software licensing.

6. Acquisition of Software from School Funds

Software acquired by ISD 709 must be purchased through the Purchasing Department in coordination with the Technology Division with the appropriate accounting software code. If alternative school funds are to be used, the funds must be deposited into a District account code and proper purchasing procedures followed. Software acquisition channels are restricted to ensure that ISD 709 has a complete record of all software that has been purchased for ISD 709 computers and

can register, support, and upgrade such software accordingly.

7. **Acquisition of Software by individuals/companies or non-school District Organizations**

In order to limit District and individual liability and still recognize that a school has many sources for receiving software, individuals/companies or non-school District organizations that desire to purchase software for a school must donate the money to the school and allow the school to purchase the software through the software purchasing process.

8. **Registration of Software**

When software is purchased/received, it must first be delivered to the District Software Manager so he/she can complete registration and inventory requirements. The software manager is responsible for completing the registration card and returning it to the software publisher or otherwise properly register the software. Software purchased with school/District funds must be registered in the name of ISD 709 (as the user's name) and the School/Department (as the company name) in which it will be used. Due to personnel turnover, software will never be registered in the name of the individual user. The District Software Manager shall maintain a register of all Duluth Public Schools software and will keep a library of software licenses, Master Disks/CDs 2 and backup disks. All software used on District computers will have the master disks/CDs and any backups stored in the Software Library of the District Media Center Resource Library 3 . Software licensing will be reviewed prior to the purchase of any software.

9. **Installation of Software**

Prior to installation of any software, the license will be reviewed by the Director of Technology or designated person. Any restrictions will be noted on the installation sheet. The minimum allowable documentation for proof of ownership is the Purchase order and the master cd's. Software without proper documentation will not be installed on District equipment. All software will be verified for ownership through the software manager before installation takes place. Software installation sheets will be filled out for all installation of software for recording on the District system. After the registration requirements above have been met, personnel from the Technology Division will install the software. Manuals, tutorials, and other user materials will be provided to the user. If available, a copy of the applicable license agreement will be provided to the user. Once installed on server(s) or hard drive(s), the original diskettes/CDs 5 will be kept in the Software Library of the District Technology Division 6 and maintained by the District Software Manager. If a program requires the CD or other disks to operate properly, the District Software Manager will create backup copies of the CD or disks without the program installer. The backup disks will be given to the user.

10. **Home Computers (Non District Assets) and District Licensed Software**

Duluth Public Schools computers are organization-owned assets and must be kept both software legal and virus free. Only software purchased and/or registered through the procedures outlined above may be used on Duluth Public Schools machines. Organization-owned software cannot be taken home and loaded on a user's home computer without written authorization from ISD 709. Because of limited human resources required to load/install software on home computers, a user that desires to use a District licensed software package at home may be required to purchase a separate licensed package. In addition to limited human resources, there is a potential of program conflicts with the owner's home computer. For this reason, the Technology Division/School Technology Coordinators' personnel are prohibited from working with non-District owned assets at this time. The Director of Technology will evaluate the technology resources each school year and may recommend supporting non-district assets with district-licensed software.

11. **Donated Computers and Software**

Because ISD 709 cannot validate the original software configuration on donated computers, the Duluth Public Schools can accept donated computers under the following conditions: (a) All software including the operating system is removed. This will require a reformat of the hard drive and the purchase of an operating system or use of an unused District operating system license. (b) No software disks/CDs or software documentation will be given with the computer. (c) It is recommended that non-ISD 709 Organizations and individuals who desire to purchase software for a school donate the money to the school, and the school should purchase the software through the software purchasing process. (d) Donated computers must meet District Minimum Equipment Standards (manufacturer, processor, speed, RAM, etc.)

12. **Shareware/Freeware**

Shareware software is copyrighted software that is distributed freely through bulletin boards, online services, disk and CD. Freeware is software a programmer or company has authorized individual to use free. Freeware can have restrictions in the licensing agreement. It is the policy of ISD 709 to pay shareware authors the fee they specify for use of their products. Registration of shareware/freeware products will be handled the same as commercial software products. The user, school or department will pay costs related for Shareware fees.

13. **Software Retirement**

The District Software Manager will develop a system that will track software from purchase to retirement. When software has been determined not to meet educational or administrative needs, the software will be deleted from all computers, all manuals, and disks/CDs will be destroyed. As District hardware is retired, it will be audited for software to be retired or released as appropriate.

14. **Random Quarterly Audits**

The District Software Manager or designated representative will conduct a random quarterly audit of selected Duluth Public Schools computers, including portables, to aid in determining that Duluth Public School - ISD 709 complies with all software licenses. This audit will be conducted when systems are in for servicing and/or repair. The District will make an effort to audit. It is desired that every computer owned by the Duluth Public Schools should have had an audit every 18 months. Audits will be conducted using SIIA Freeware auditing software. On-site surprise audits may be conducted as well. In addition, during the quarterly audit, ISD 709 will search for computer viruses and eliminate any that are found. If software is found not in accordance with this policy, the user will be given two options:

1. The user has 3 workdays to comply with the software registration process in this policy.
2. The Technology Division Help Desk staff or the authorized school Technology Coordinator will delete the software from the computer and any master disks/CDs and manuals removed from school/district property.

15. **Computer Desktop Security**

Because schools and District offices are open to the public, and without a desktop security program installed on District computers, there is no realistic way to manage software installation. For this reason, all District computers will have a desktop security program installed. The Technology Division is responsible for budgeting and purchasing for a desktop security program.

16. **Penalties and Reprimands**

According to the US Copyright Act, (as of the date of adoption of this regulation) illegal reproduction of software is subject to civil damages of as much as US \$100,000 per title infringed, and criminal penalties, including fines of as much as US \$250,000 per title infringed and imprisonment of up to five years. A Duluth Public

School - ISD 709 user who makes, distributes, or uses unauthorized copies of software will be disciplined as appropriate under the Internet Use Regulation - 3187R and/or School Discipline Policy 5085. Such discipline may include termination of employment. ISD 709 does not condone the illegal duplication of software. These regulations are subject to the requirements of the US Copyright Act and all other applicable laws and regulations as they may be enacted and amended and all users shall abide by all applicable laws as they may then apply.

B. Technology Hardware Management

1. Non ISD 709 Hardware

Because of the technical issues involved in connecting non ISD 709 owned computers to the District network, the District will not normally allow non ISD 709 owned computers on the network. The exception is when there is a formal agreement between a non ISD 709 organization and the Technology Division. This agreement will clearly delineate responsibilities for computer servicing, virus protection, desktop security, and network protocols to be used. Because this can impact network resources, the Director of Technology will notify the Superintendent of Schools and the School Board.

2. New Equipment

A record of the OEM software used by the District will be recorded.

3. Hardware Retirement

It is recognized the technology hardware has a "normal" useful life. In an effort to reduce maintenance costs and maintain a quality environment for students, the life cycle for computers and related technology hardware is based on five years. The Technology Division will budget for repairs (not replacement cost) based on a 5-year life cycle. In cases where it is not economically feasible to repair equipment less than 5 years old, the equipment will not be repaired. The Technology Division will budget for labor costs when repairing equipment between 5 and 6 years of age. The site will be responsible for all part costs. Equipment older than six years can be repaired (if economically feasible), but costs for parts and labor will be paid by the department/site.

All hardware with software, including operating systems that are scheduled for removal from service, will have the hard disk drive disabled by Technology Division personnel. The District cannot sell through bid or give away any computer hardware with application or operating system software installed on it, and the Technology Division shall reformat the hard drives before sale. The Technology Division Hardware Repair Branch will audit retiring systems. The audit information will be given to the Software Manager and the records will be updated. No software disks/CDs or manuals can be sold or given away. All Master Disks/CDs, backup, disks and manuals will be treated as retired software or re-installed on another District asset.

Reference:

1. 17 USC ' 501-506 - Difference between civil and criminal violations
2. 17 USC ' 117 - All parties for making and receiving illegal software
3. 18 USC ' 2319 - Criminal Sanctions
4. Software Publishers Associations- Software Manager Manual
5. Duluth School District Policy 3187
6. Duluth School District Regulation 3187
7. Duluth School District Policy 3090
8. Duluth School District Policy 5085

Approved: 02-23-1999 ISD709

Revised: 06-19-2001

05-21-2002 ISD 709

3189R - Technology Software Copyright and Hardware Management

Computer Software Evaluation/Request

Purpose: This process is to insure that computer software for ISD709 students meets the highest possible curriculum standards and the minimal technical operational standards. With limited dollars available to support student learning, software purchases must be aligned with district learner outcomes, state and national standards .

Instructions: Software evaluator completes Section 1 and forwards it to the curriculum department.

Section 1:

Software evaluator's name(s)_____

Building(s): _____

Grade/Subject area _____

Software Titles for review: Please list vendor, cost, amount of time spent previewing:

1. Identify content area and learner outcomes/standards(s) this software will support: _____

2. How will this software support your implementation of the learner outcome(s)/standard(s): _____

3. Attach copies of relevant software reviews.

4. Would you recommend this software for District-wide adoption for grade/subject covered?
Yes No (circle one) If no, why not?

5. Funding source: (circle one) Site District Grant

Section 2: (Curriculum Department)

Curriculum Department review: This software can be used as a resource to support implementation of content area learner outcome(s)/standard(s) as identified.

Circle one: yes no

_____ Signature

Date _____

If no, rationale: _____

Section 3:

1. Agreed Testing/Evaluation Schedule:

2. Technical Testing Date: _____ Teacher/User
Testing Date: _____

3. Licensing Review:

4. Comments: _____

Technical review:

Comments:

Teacher or User Evaluation: (after sections 1 and 2 are completed)

Comments: _____

- 1 A user for the purpose of this regulation is defined as the employee primarily assigned to a computer or computers under their control. However, no other employee, student, parent or other person shall violate copyright laws, regulations or policies.
- 2 There are cases where it is productive to store software packages on site to rapidly resolve software maintenance issues. In this case, the Director of Technology may approve this exception.
- 3 Software that requires the user to have the media to run the application can be stored at the school.
- 4 In cases that backup copies of the software is not practical, it is not required. The Software Manager will have the authority to make this determination.
- 5 When a disk or CD is needed to run the software program, the user will be given a copy of the media.
- 6 Site may request to maintain the software at their site. Since legal responsibility for copyright issues would be at the site, the principal must request this in writing from the Technology Director.
- 7 There are cases where the OEM will allow the District to accept software with a donated computer. Unless the District can validate this is the case, all software, including the operating system will be removed.

3189 SOFTWARE COPYRIGHT AND MANAGEMENT

It is ISD 709 policy to respect all computer software copyrights. ISD 709 will adhere to the terms of all software licenses to which ISD 709 is a party. The Director of Technology is ISD 709's District Technology Hardware/Software Manager and is charged with the responsibility for enforcing this policy and regulation. All users of District technology will comply with 3189R and with all applicable laws and regulations.

Adopted: 02-23-1999 ISD 709

Revised: 07-17-2001

07-16-2002 ISD 709

3190 COPYRIGHT POLICY STATEMENT

It is the intent of the School District to adhere to the provisions of state and federal copyright laws. The following procedures represent a sincere effort to comply with the law:

1. Only legal copies of copyrighted materials may be made or used on school equipment.
2. Any illegal copying of any School District-owned copyrighted materials is prohibited.
3. The Superintendent is responsible for distributing to all school employees a written copy of this policy. The principal of each building is responsible for establishing practices which support this policy at the building level.
4. Employees who violate copyright laws do so at their own risk.

Legal copies are those that follow copyright laws pertaining to specific materials. Guidelines for legal copying are contained in Regulation 3190R. Note: A user may be able to obtain legal copies by requesting permission from the holder of the copyright.

Adopted: 01-16-1990 ISD 709

Revised: 06-20-1995 ISD 709

3190R COPYRIGHT REGULATIONS

Guidelines for Off-Air Recording of Television Programs

The following guidelines apply only to off-air recordings by nonprofit, educational institutions. The premium channels and pay-per-view programs fall outside the scope of the guidelines and cannot be recorded. Off-air recordings will be made only at the request of the individual teacher and will not be recorded regularly in anticipation of requests.

A broadcast program may be recorded off-air simultaneously with broadcast transmission and retained by a nonprofit educational institution for a period not to exceed forty-five (45) calendar days after date of recording.

Off-air recordings may be used once by individual teachers in the course of relevant teaching activities, and repeated only once when instructional reinforcement is necessary, in classrooms and similar places devoted to instruction. Teaching use is limited to the first ten (10) consecutive school days in the forty-five (45) calendar day retention period. After the first ten (10) school days, off-air recordings may be used up to the end of the forty-five (45) calendar day period only for teacher evaluation purposes.

A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers. However, each additional copy shall be subject to all provisions governing the original recording. Off-air recordings need not be used in their entirety, but the recorded programs may not be altered from their original content. All copies of off-air recordings must include the copyright notice on the broadcast program as recorded.

It is legal for teachers to tape at home and bring the tapes into school as long as all of the institutional off-air taping guidelines are followed. However, the content of the tape must support instruction of the formally adopted curriculum of the School District. Tapes may not be used for entertainment or "Friday afternoon filler," since Section 110 of the Copyright Law allows special performance exemption for copyrighted materials in the classroom for the purpose of face-to-face instruction only.

Teachers need to be aware that labels on videotapes warning that they are "For Home Use Only" do not accurately represent the law and do not prohibit the use of prerecorded tapes in the classroom. This use would be the same as educational off-air taping guidelines. The Copyright Act specifically authorizes libraries or archives to copy news programs off the air. The same guidelines apply to satellite programs that are simultaneous retransmissions.

Guidelines for Computer Software

The School District expects that all software users will observe and comply with the laws pertaining to copyrights and will make every effort to prevent illegal use of copyrighted materials. It is not an infringement to make a copy of a computer program provided that the copy is created as an essential back-up for archival purposes only and that all copies are

destroyed in the event that the original computer program should cease to be legal. It is an infringement to load a single copy of a program onto multiple machines or networks unless a specific license for such use has been obtained from the copyright holder. At this time the concept of "fair use" is one legally licensed copy per machine. The penalties of non-compliance for employees are severe and will include disciplinary action up to and including termination.

Guidelines for Print

The purpose of the following guidelines is to state the minimum standards of educational fair use under Section 107 of the Copyright Law.

Guidelines for Single Copying for Teachers

A single copy may be made of any of the following by or for a teacher at his or her individual request for his or her scholarly research or use in teaching or preparation to teach a class:

1. A chapter from a book.
2. An article from a periodical or newspaper.
3. short story, short essay, or short poem, whether or not from a collective work.
4. A chart, graph, diagram, drawing, cartoon, or picture from a book, periodical, or newspaper.

Each teacher may retain and continue to use the single copy in the following semesters or years.

Guidelines for Multiple Copies for Classroom Use

Multiple copies (not to exceed in any event more than one copy per student in a course) may be made by or for the teacher giving the course for classroom use or discussion, provided that:

1. The copying meets the tests of brevity and spontaneity as defined below
2. Meets the cumulative effect test as defined below, and
3. Each copy includes a notice of copyright.

Definitions of Terms

1. Brevity
 - a. Poetry: A complete poem if less than two hundred and fifty (250) words and if printed on not more than two (2) pages, or an excerpt of a longer poem that is not more than two hundred and fifty (250) words or to the end of a line.
 - b. Prose: Either a complete article, story, or essay of less than two hundred and

fifty (250) words, or an excerpt from any prose work of not more than two thousand and five hundred (2,500) words of ten percent (10%) of the work, or to the end of a paragraph.

c. Illustration: One chart, graph, diagram, drawing, cartoon, or picture per book or per periodical issue.

d. Special Works: Certain works in poetry or prose which often combine language with illustrations and fall short of two thousand and five hundred (2,500) words may not be reproduced in their entirety. An excerpt of not more than two of the published pages and containing not more than ten percent (10%) of the words in the entire text may be reproduced.

2. Spontaneity:

The copying is at the instance and inspiration of the teacher. The inspiration and decision to use the work and the moment of its use for maximum teaching effectiveness and so close in time that it is unreasonable to expect a timely reply to a request for permission.

3. Cumulative Effects:

The copying of the material is for only one course in the school in which the copies are made. Not more than one short poem, article, story, essay, or two excerpts may be copied from one author, nor more than three from the same collective work or periodical volume during one class term. There shall not be more than nine instances of such multiple copying for one course during one class term. These limitations do not apply to current news periodicals or newspapers.

Copying shall not be used to create, or replace, or substitute for anthologies, compilations, or collective works. There shall be no copying of or from works intended to be consumable. These include workbooks, exercises, standardized tests, test booklets, and answer sheets. Copying shall not substitute for the purchase of books, reprints, or periodicals.

To avoid liability for copyright infringement on the part of the library or an employee as a result of unsupervised duplicating, libraries must display notices to the effect that making a copy may be subject to the copyright law.

Guidelines for Educational Uses of Music

Emergency copying to replace purchased copies which are not available for imminent performance is permissible, provided purchased replacement copies shall be substituted in due course. For academic purposes other than performance, single or multiple copies of excerpts of works may be made, provided that the excerpts do not comprise a part of the whole which would constitute a performable unit such as a section, movement, or area, and in no case more than ten percent (10%) of the whole work. The number of copies shall not exceed one per student.

Printed copies which have been purchased may be edited or simplified provided that the fundamental character of the work is not distorted or lyrics either added or altered.

Most performances of non-dramatic works by school orchestras, bands, or choral groups are exempt from licensing requirements. A single copy of records of performances by students may be made for evaluation or rehearsal purposes and may be retained by the education institution or individual teacher. All performances of both dramatic and non-dramatic musical works in class are exempt from copyright requirements.

Duplication of tapes cannot be made unless reproduction rights were given at the time of purchase. Reproduction of musical work cannot be converted to another format, e.g., record to tape. Copying of records onto cassettes for more compact shelving and to prevent loss appears to be a copyright infringement.

Approved: 12-12-1989 ISD 709

Revised: 06-20-1995

07-18-1995

11-18-1997 ISD 709

1 Legal Costs could be as high as \$100,000 per illegal copy installed plus any court and attorney fees.

3195 DISPOSAL OF SCHOOL DISTRICT PROPERTY

When it is necessary for the School District to divest itself of buildings and real property (hereinafter referred to as "property") which are no longer of significant importance to the School District, the following process and sequence shall be followed:

1. The City of Duluth and County of St. Louis government units shall be informed of the availability of the subject property and given the opportunity to negotiate a purchase, trade, or free conveyance of this property.
2. A market appraisal of the property shall be obtained.
3. Requests for proposals shall be sought, indicating the intended use and the amount offered to purchase the property.
4. A financial analysis of the proposals shall be conducted to assess the viability of such disposal.
5. All property sold shall contain a deed restriction prohibiting the property's future use as a school or other E-12 educational facility.

References: MN Statute 123B.51

Adopted: 05-14-1974 ISD 709

Revised: 03-10-1981

06-20-1995

07-16-2002 ISD 709

3200 UNAUTHORIZED INSTALLATION / CONSTRUCTION SCHOOL DISTRICT PROPERTY

The installation of any signs or other identifying markers, facilities, site equipment, or permanent surfacing or construction of or moving onto site of any buildings, either temporary or permanent, on any School District property, without official approval of the School Board is prohibited. Any such unauthorized installation/construction/ surfacing shall be removed at the expense of the individual(s) or organization(s) responsible for said installation/construction/surfacing.

Adopted: 02-12-1980 ISD 709

Revised: 06-20-95 ISD 709

3205 REPAIR OF VEHICLES, EQUIPMENT, AND TOOLS

Personally-owned appliances, equipment, tools, or vehicles will be accepted for repair from the general public provided such repair work fits within the design of, and will be beneficial to, the instructional program of the students. Acceptance of items to be repaired shall be accomplished in a nondiscriminatory manner.

1. Customers shall be charged on the basis of materials used, any parts used, and the incidental costs of providing the repair or maintenance service.
2. The teacher in charge of the particular program or shop shall be responsible for setting prices or charges, based on cost of materials and any other monetary factors.
3. Payment of said charges shall be made in the manner prescribed by the person responsible for the financial control and collection of monies for the building within which the program is housed.

Adopted: 06-09-81 ISD 709

Revised: 07-14-1981

06-20-95 ISD 709

3210 USE OF DISTRICT EQUIPMENT, MATERIALS, TOOLS AND FACILITIES

Student Use : School District owned equipment, materials, tools and facilities may be utilized either on or off School District property by students when such use is in connection with their studies or co- or extra-curricular activities. Any time any item owned by the District is removed from District owned or leased premises, a "Student Equipment Usage Form" is to be completed. The form must be signed by the teacher, parent and student prior to the equipment being removed from District owned premises. The form is in four parts and shall be filed as follows: one copy is to be retained by the teacher, one copy is to be forwarded to the principal, one copy is to be forwarded to the fixed assets manager and one copy is to be given to the student. Proper controls shall be established by the teacher to assure students' responsibility for, and prompt return of, all such equipment, materials and tools. School District owned equipment, materials, tools or facilities shall not be used by students for personal or private benefit.

Employee Use : The District recognizes the benefit of employees utilizing certain pieces of District owned equipment away from District owned or leased premises. Such items may include lap top computers and printers. Therefore, the District has established a procedure to bring accountability to said usage. Any time an employee removes District owned equipment from District owned or leased property, an "Employee Equipment Usage Form" is to be completed. The form is to be signed by the employee and the employee's direct supervisor. The form is in four parts and shall be filed as follows: one copy is to be forwarded to the internal auditor, one copy is to be given to the employee, one copy is to be retained by the employee's direct supervisor and one copy is to be forwarded to the fixed assets manager. Once the item has been returned, the supervisor shall complete the supervisor's copy of the form and remit it to the internal auditor. District owned vehicles including cars, vans, busses, and trucks may only be used for authorized School District business as provided in state statute # 471.666. District owned vehicles may not be used for in-district personal use such as conducting personal banking business, coffee breaks, lunch and shopping. The Director of Business and Finance has the authority to grant letters of exception to this policy for those situations addressed by state statute. The penalties for non-compliance with the above are severe and will include disciplinary action up to and including immediate termination.

Adopted: 07-14-1981 ISD 709
 Revised: 06-20-1995
 05-21-1996
05-16-2000 ISD 709

3215 REVIEW OF FINANCES

The School Board will contract with private audit firms to conduct a financial audit of School District funds on an annual basis. Subsequent School Boards may request audits by the State Auditor.

Legal Reference: Minn. Stat. § 123B.77 Subd. 3.

Adopted: 05-18-1993 ISD 709

Revised: 06-20-1995

04-21-2015 ISD 709

3220 FIXED ASSET INVENTORIES

The School Board recognizes the need for accountability relating to the School District's capital expenditures. To ensure this accountability, the School Board directs the Superintendent or his/her designee to implement regulations that carry out the intent of this policy and comply with all applicable laws and other School Board policies. It also requires that expenditures will be limited to the amount budgeted under the classification of accounts provided for each fund and to the total amount of the budget, except as outlined under budget control and requires that all purchase classifications shall be determined through the use of the "Manual for the Uniform Financial Reporting System for Minnesota School District." For the purpose of determining the fixed asset capitalization limits, the Superintendent shall create a fixed asset committee to review the regulations periodically to validate their effectiveness and appropriateness.

Reference: MSA 121.908

Adopted: 06-09-1970 ISD 709

Revised: 07-19-1994

06-20-1995 ISD 709

3220R FIXED ASSET INVENTORIES

The inventory system shall be under the supervision of the Director of Business Services. A copy of all inventories shall be available for School Board review in the office of the Director of Business Services. The Director of Business Services will:

1. Establish procedures for recording, checking, and disposing of property and require cooperation of custodians of equipment relative to these procedures in the interest of perpetuating an acceptable property record system.
2. Designate custodians for property at given locations to be accountable for property at these locations.
3. Require accountability of property by the designated custodian.
4. Conduct periodic inventories of property assigned to custodians and compare these inventories with the property record. All discrepancies will be traced and reconciled.

Fixed Assets

An inventory of fixed assets shall be maintained of which a physical inventory shall be taken bi-annually. The following are the capitalization limits for the following categories of fixed assets:

BUILDINGS AND LAND - \$1.00

Land
 Land improvements
 Buildings
 Building improvements
 Miscellaneous buildings and land

ALL FIXED ASSETS PURCHASED WITH FEDERAL FUNDS - \$1

PURCHASED AND LEASED CAPITAL EQUIPMENT AND VEHICLES -\$5000

It is the responsibility of the Director of Business Services to maintain the FIXED ASSETS PROCEDURES MANUAL. It is the responsibility of all District employees to comply with the FIXED ASSETS PROCEDURES MANUAL.

Approved: 06-09-1970 ISD 709

Revised: 07-19-1994

06-20-1995

01-16-1996

12-19-2000

02-20-2001

03-18-2003 ISD 709

~~2055R QUALITY OF WORK LIFE (RULES, PROCEDURES AND GUIDELINES)~~

~~For purposes of effectively initiating and maintaining participation of certified staff in the labor management process, a district wide steering committee will foster the growth and development of participative management practices across the district and, to the extent possible, identify and address areas of concern to employees on a district wide basis. Committee meetings at every level are open to all certified staff.~~

~~Quality Steering Committee (QSC)~~

~~The QSC will include representation from school board, central administration, principals and teachers. The QSC will provide direction, guidance, and necessary training to the Quality Leadership Teams (QLT). Members will engage in quality initiatives, on a district wide basis. Minutes will be recorded. The QSC will design and implement a process of communication, relative to the QSC, within the district.~~

~~Quality Leadership Teams (QLT)~~

~~The QLT will represent specific stakeholder groups. These teams will meet regularly as working groups and as a communication conduit between the QSC and School Implementation Teams. The QLT will make recommendations to the QSC. Minutes will be recorded. Each team should design and implement a process of communication, relative to the QLT, for the district members of the specific stakeholder groups.~~

~~School Leadership Teams~~

~~Each school will have a School Leadership Team. This team will meet regularly as a working group and communication conduit between the QLT and their school. It will consist of the school principal and/or assistant principal(s), teachers' union steward(s), and certified staff, as selected by the certified staff of the building. Minutes will be recorded. Each team should design and implement a process of communication, relative to the School Leadership Team, within the building. The team may work on a) the school improvement plan b) Quality Steering Committee recommendations, and c) promoting, facilitating and implementing the three aims of our district. The School Leadership Team may meet as an expanded committee that may include parents or students two to four times per year.~~

~~Adopted: 11-07-1984 ISD-709~~

~~Revised: 06-20-1995~~

~~12-20-2011 ISD-709~~

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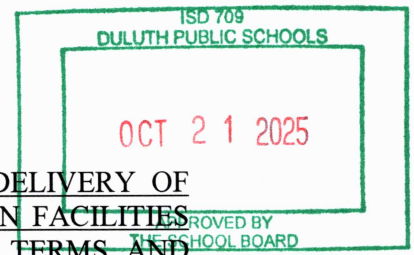
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Adopted: 11-07-1984 ISD 709

Revised: 06-20-1995

12-20-2011 ISD 709



RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF \$38,664,948.70 GENERAL OBLIGATION CAPITAL APPRECIATION FACILITIES MAINTENANCE BONDS, SERIES 2025A; ESTABLISHING THE TERMS AND FORM THEREOF; CREATING A CONSTRUCTION FUND AND DEBT SERVICE FUND THEREFOR; AND AWARDING THE SALE THEREOF

BE IT RESOLVED, by the School Board (the “Board”) of Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the “District”), as follows:

Section 1. Bond Purpose and Authorization.

1.01 A. The District, pursuant to authority in Minnesota Statutes Section 123B.595 (the “Act”) and Minnesota Statutes, Chapter 475, is authorized to issue general obligation bonds to provide funds to finance repair and replacements contained in the District’s ten-year facility plan (the “Plan”) adopted under the Act, including for the purpose of providing funds to (i) finance deferred maintenance projects, including, but not limited to:

- Building Envelope
- Electrical
- Mechanical Systems
- Plumbing
- Roof Systems

as described in the Plan and (ii) pay costs associated with issuance of the Bonds. The Plan and the projects described in the Plan (the “Projects”) were approved by the Commissioner of Education on October 3, 2025. The Plan is incorporated in this resolution as though fully specified herein.

B. The Board has determined to issue its General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A (the “Bonds”), in the amount of \$38,664,948.70 pursuant to the Act to pay for the Projects and costs of issuance of the Bonds, and to pledge the District’s full faith and credit and power to levy direct ad valorem taxes to pay the principal of and interest on the Bonds.

1.02 Negotiated Sale. The District elects to apply the exception to the public sale requirement contained in Section 475.60, Subdivision 2(9) of the Act, as the District has retained Blue Rose Capital Advisors to act as its independent municipal advisor in connection with the sale of the Bonds.

1.03 Parameters Resolution. A resolution adopted by the Board on July 22, 2025, entitled “Resolution Regarding the Issuance of General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A” (the “Parameters Resolution”), which authorized any officer of the District and the Superintendent or Executive Director of Finance & Business Services to serve as a pricing committee to approve the sale of the Bonds to Robert W. Baird & Co. Incorporated and execute a bond purchase agreement provided that the principal amount does not exceed \$38,665,000 and the TIC on the Bonds does not exceed 4.75%.

1.04 Notice of Intent. A Notice of Intent to Issue Bonds for the purpose of financing the Projects was published in the official newspaper of the District as required by the Act.

1.05 Finding. All conditions precedent to the issuance of the Bonds pursuant to the Act have been fulfilled. The School Board hereby determines that it is necessary and desirable to finance the Projects and to issue the Bonds therefor.

1.06 Award of Sale.

A. Pursuant to the exception to the public sale requirement described in Section 1.02 hereof and the Parameters Resolution, the District has solicited and received an offer from Robert W. Baird & Co., Inc. of Milwaukee, Wisconsin (the “Purchaser”), to purchase the Bonds at a cash price of \$40,864,678.50, upon the terms and conditions hereafter specified in this Resolution. The Board, after due consideration, finds that the conditions of the Parameters Resolution have been satisfied and that such offer is reasonable and proper and the offer of the Purchaser is accepted.

B. The actions of the officers of the District, the Superintendent and the Executive Director of Finance & Business Services taken with respect to the execution on the part of the District of a bond purchase agreement for the sale of the Bonds in accordance with the Purchaser’s proposal and the Parameters Resolution, are ratified and approved.

Section 2. Terms of the Bonds.

2.01 Designation; Denominations; Maturities; Interest Rates.

A. The Bonds to be issued hereunder shall be issued as fully-registered bonds designated the \$38,664,948.70 General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A, dated November 5, 2025, as the date of original issue shall mature in the accreted maturity amounts (as hereinafter defined), of \$5,000 each, or any integral multiple thereof, in fully registered form and lettered and numbered R-1 and upward.

B. The Bonds shall be issued as capital appreciation bonds which shall mature on February 1 in the years and in the accreted amounts at maturity set forth in the following table, which table also sets forth, for each maturity, the total original principal amount, accreted amount at maturity (which accreted amount at maturity is also referred to herein as the “accreted maturity amount”), the aggregate original principal amount and the approximate yield to maturity applicable thereto, as follows:

Maturity Date (February 1)	Total Accreted Amount at Maturity	Total Original Principal	Approximate Yield to Maturity
2029	\$1,895,000.00	\$1,644,405.20	2.940%
2030	\$1,900,000.00	\$1,578,121.00	3.000%
2031	\$13,700,000.00	\$10,891,500.00	3.090%
2032	\$13,700,000.00	\$10,424,878.00	3.200%
2033	\$13,700,000.00	\$9,978,121.00	3.400%
2034	\$5,950,000.00	\$4,147,923.50	3.520%
TOTAL	\$50,845,000.00	\$38,664,948.70	

C. The principal maturities of the Bonds, together with the maturities of all other outstanding general obligation bonds of the District, meet the requirements of Minnesota Statutes, Section 475.54.

2.02 Redemption.

A. Optional Redemption. The Bonds shall be subject to redemption and prepayment at the option of the District on February 1, 2032, and any day thereafter at a price equal to the accreted amount thereof as of the most recent Compounding Date (hereinafter defined) occurring prior to the redemption date plus accrued interest on the Bonds to be redeemed from such Compounding Date to the date of redemption. Redemption may be in whole or in part of the Bonds subject to prepayment. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall

cease to accrue and compound from and after the redemption date, provide funds are on deposit at such time.

B. Partial Redemption. If redemption is in part, the maturities and the accreted amounts (in increments of \$5,000 of accreted maturity amount) within each maturity to be redeemed shall be determined by the District; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar hereinafter appointed. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the accreted amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the sum of said accreted amounts of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the accreted amount of each such Bond of a denomination of more than \$5,000 of the accreted maturity amount shall be redeemed as shall equal \$5,000 of accreted amount for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar and the District shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and yield to maturity and of any authorized denomination or denominations, as requested by the Holder, in aggregate accreted amount equal to and in exchange for the unredeemed portion of the accreted maturity amount of the Bond so surrendered. Notwithstanding the foregoing, so long as the Bonds are registered in the name of Cede & Co. as nominee of The Depository Trust Company, Jersey City, New Jersey ("DTC"), selection of Bonds for redemption shall be subject to the requirements of the Representation Letter hereinafter defined.

C. Notice of Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Bond Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) at least 30 days, but not more than 60 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Bond Registrar; provided however, that so long as the Bonds are registered in the name of Cede & Co., notice of redemption shall be given in accordance with the terms of the Representation Letter hereinafter described. Failure to give notice by mail to any registered owner, or any defect therein, will not affect the validity of any proceeding for the redemption of Bonds not affected by such defect or failure.

D. Partial Redemption of Bonds Held by Cede & Co. If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the District or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine the amount of each maturity to be redeemed in the manner set forth above.

E. Prepayment Price. All prepayments shall be at a price equal to that set forth in Section 2.02A hereof.

2.03 Compounding Dates. The Bonds shall bear interest from the date of settlement at the annual yield to maturity stated therefor in Section 2.01. The interest on the Bonds of each maturity shall be compounded at the yield to maturity applicable to that maturity, as set out in Section 2.01, commencing on February 1, 2026, and semiannually thereafter on each February 1 and August 1 (each referred to herein as

a “Compounding Date”). Interest on the Bonds shall be payable, together with the principal thereof, only at maturity or upon optional redemption thereof. For purposes of this Resolution and the Bonds, the accreted amount of each Bond as of a Compounding Date shall be the original principal amount thereof plus interest compounded in accordance with the foregoing provisions and accrued to said Compounding Date. As of any other date, it shall be the accreted amount as of the most recent Compounding Date prior to said date (or if the principal amount if such date precedes the first Compounding Date), plus simple interest thereon at a rate equal to the yield to maturity set forth in Section 2.01 (calculated upon the basis of a 360-day year of twelve 30-day months and rounded pursuant to the rules of the Municipal Securities Rulemaking Board) accrued from and after said Compounding Date (or the issuance date if the other date precedes the first Compounding Date).

2.04 Preparation and Execution of Bonds.

A. The Bonds shall be prepared for execution in accordance with the approved form and shall be signed by the manual or facsimile signature of the Chair and attested by the manual or facsimile signature of the Clerk. In case any officer whose signature shall appear on the Bonds shall cease to be an officer before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if he or she had remained in office until delivery.

B. The Clerk is authorized and directed to obtain a copy of the approving legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, and cause the opinion to be attached to each Bond. If the legal opinion is not manually signed, the certificate as to legal opinion, in substantially the form set forth in Section 3 hereof, shall be executed by the manual signature of the Clerk. The Clerk is authorized and directed to execute the certificate in the name of the District upon receipt of the opinion and to file the opinion in the District offices.

2.05 Appointment and Duties of Bond Registrar; Record Date.

A. The School Board hereby appoints U.S. Bank Trust Company, National Association, of St. Paul, Minnesota, as registrar, authenticating agent, paying agent and transfer agent for the Bonds (such bank or its successor is herein referred to as the “Bond Registrar”). No Bond shall be valid or obligatory for any purpose unless or until either: (i) the Bond Registrar’s authentication certificate on such Bond, substantially set forth in Section 3.01 hereof, shall have been duly executed by an authorized representative of the Bond Registrar or (ii) such Bond has been manually executed by at least one officer of the School Board. Authentication certificates on different Bonds need not be signed by the same representative. The executed Authentication Certificate or the manual signature of at least one officer of the School Board on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

B. The District shall cause to be kept at the principal corporate office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the District shall provide for the registration of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond Registrar or its incapability of acting as such, the bond registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the School Board.

C. At the option of the registered owners, the Bonds may be exchanged for other Bonds of any authorized denomination, of a like aggregate accreted amount at maturity, maturing upon the same date, upon surrender of the Bonds to be exchanged at the principal corporate office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the District shall execute and the Bond Registrar shall authenticate, if required by law or this Resolution, and deliver the Bonds which the registered owner making the exchange is entitled to receive. Upon surrender for transfer of any Bond at the principal corporate office of the Bond Registrar, the District shall execute and the Bond Registrar shall authenticate,

if required by law or this Resolution, and deliver, in the names(s) of the designated transferee(s), one or more new bonds of a like aggregate principal amount, as requested by the transferor. All Bonds surrendered upon the exchange provided for in this Resolution shall be promptly cancelled by the Bond Registrar and thereafter disposed of as directed by the School Board. All Bonds issued in exchange for or upon transfer of the Bonds shall be valid obligations of the District evidencing the same debt and entitled to the same benefits under this Resolution as the Bonds surrendered for such exchange or transfer. Every Bond presented for a transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the District and the Bond Registrar, duly executed by the registered owner thereof or the owner's attorney duly authorized in writing. The District or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of the Bonds, other than exchange expressly provided in this Resolution to be made, without expense or without charge to the registered owner.

D. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Bond. Each Bond shall be dated by the Bond Registrar as of the date of its authentication or manual execution, as the case may be. The District and the Bond Registrar shall not be required (i) to make any transfer or exchange during the 15 days next preceding any payment date on the Bonds (the "Payment Date"), (ii) to make any transfer or exchange of any Bonds called for redemption, or (iii) to make any such exchange or transfer of the Bonds during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of the Bonds.

2.06 Book-Entry System.

A. In order to make the Bonds eligible for the services provided by DTC, the District has previously agreed to the applicable provisions set forth in the Blanket Issuer Letter of Representations which has been executed by the District and DTC (the "Representation Letter").

B. Notwithstanding any provision herein to the contrary, so long as the Bonds shall be in Book-Entry Form, the provisions of this Section 2.06 shall govern.

C. All of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of any Bond registered in the name of Cede & Co. shall be made by wire transfer or New York Clearing House or equivalent same day funds by 10:00 a.m. CT or as soon as possible thereafter following the Bond Registrar's receipt of funds from the District on each Payment Date to the account of Cede & Co. on each Payment Date at the address indicated in or pursuant to the Representation Letter.

D. DTC (or its nominees) shall be and remain recorded on the Bond Register as the holder of all Bonds which are in Book-Entry Form. No transfer of any Bond in Book-Entry Form shall be made, except from DTC to another depository (or its nominee) or except to terminate the Book-Entry Form. All Bonds of such stated maturity of any Bonds in Book-Entry Form shall be issued and remain in a single Bond certificate registered in the name of DTC (or its nominee); provided, however, that upon termination of the Book-Entry Form pursuant to the Representation Letter, the District shall, upon delivery of all Bonds of such series from DTC, promptly execute, and the Bond Registrar shall thereupon authenticate and delivery, Bonds of such series to all persons who were beneficial owners thereof immediately prior to such termination; and the Bond Registrar shall register such beneficial owners as holders of the applicable Bonds.

The Bond Registrar shall maintain accurate books and records of the principal balance, if any, of each such outstanding Bond in Book-Entry Form, which shall be conclusive for all purposes whatsoever. Upon the authentication of any new Bond in Book-Entry Form in exchange for a previous Bond, the Bond Registrar shall designate thereon the principal balance remaining on such bond according to the Bond Registrar's books and records.

No beneficial owner (other than DTC) shall be registered as the holder on the Bond Register for any Bond in Book-Entry Form or entitled to receive any bond certificate. The beneficial ownership interest in any Bond in Book-Entry Form shall be recorded, evidenced and transferred solely in accordance with the Book-Entry System.

Except as expressly provided to the contrary herein, the District and the Bond Registrar may treat and deem DTC to be the absolute owner of all Bonds of each series which are in Book-Entry Form (i) for the purpose of payment of the accreted amount on such Bond, (ii) for the purpose of giving notices hereunder, and (iii) for all other purposes whatsoever.

E. The District and the Bond Registrar shall each give notices to DTC of such matters and at such times as are required by the Representation Letter, including the following:

- (i) with respect to notices of redemption; and
- (ii) with respect to any other notice required or permitted under this Bond Resolution to be given to any holder of a Bond.

All notices of any nature required or permitted hereunder to be delivered to a holder of a Bond in Book-Entry Form shall be transmitted to beneficial owners of such Bonds at such times and in such manners as shall be determined by DTC, the participants and indirect participants in accordance with the Book-Entry System and the Representation Letter.

F. All payments of principal, redemption price of and interest on any Bonds in Book-Entry Form shall be paid to DTC (or Cede & Co.) in accordance with the Book-Entry System and the Representation Letter in same day funds by wire transfer.

G. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

H. Bonds registered in the name of Cede & Co. may not after their original delivery, be transferred or exchanged except in accordance with the terms and conditions of the Letter of Representations and:

- (i) upon exchange of a Bond after a partial redemption, if provided in Section 2.03 of this Resolution;
- (ii) to any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to clause (iii) below; provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;
- (iii) to a Substitute Depository designated by and acceptable to the District upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the District that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) above; or

(iv) in the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the District is unable to locate a Substitute Depository within two months following the resignation or discontinuance or determination of noneligibility, or (b) the District determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the District shall notify the Holders of its determination and of the availability of replacement Bonds to Holders. The District, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Section 3 of this Resolution.

I. In the event of the designation of a Substitute Depository as authorized by clause H., the Bond Registrar, upon presentation of a Bond, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this Resolution. The Letter of Representations shall not apply to the Substitute Depository unless the District and the Substitute Depository so agree, and the execution of a similar agreement is hereby authorized.

2.07 Lost or Damaged Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Bond Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the District in connection therewith, including the cost of printing new Bonds; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Bond Registrar and the District of evidence satisfactory to them that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bond Registrar and the District of an appropriate bond or indemnity in form, substance and amount satisfactory to them and as provided by law, in which both the District and the Bond Registrar must be named as obligees. Bonds so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the District. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Bond prior to payment.

2.08 Payment of Bonds.

A. The District and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of the accreted amount on such Bond and for all other purposes whatsoever, whether or not such Bond be overdue, and neither the District nor the Bond Registrar shall be affected by notice to the contrary.

B. The accreted amount on the Bonds shall be payable by the Bond Registrar in such funds as are legal tender for the payment of debts due the United States of America. The District shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of the accreted amount.

2.09 Delivery. Delivery of the Bonds and payment of the purchase price shall be made at a place mutually satisfactory to the District and the Purchaser. Printed or typewritten and executed Bonds shall be furnished by the District without cost to the Purchaser. The Bonds, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the Clerk to the Purchaser upon receipt of the purchase price plus accrued interest.

Section 3. Form of the Bonds.

3.01 The Bonds shall be printed or typewritten in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ST. LOUIS

R-__

\$_____

INDEPENDENT SCHOOL DISTRICT NO. 709
(DULUTH)

GENERAL OBLIGATION CAPITAL APPRECIATION FACILITIES
MAINTENANCE BOND
SERIES 2025A

<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
February 1, 20__	November 5, 2025	

REGISTERED OWNER: CEDE & CO.

ACCREDITED AMOUNT AT MATURITY: _____ DOLLARS

Independent School District No. 709, St. Louis County, Minnesota (the “District”), for value received, promises to pay to the registered owner specified above, or registered assigns, unless called for earlier redemption, in the manner hereinafter set forth, the accreted amount at maturity specified above. The accreted amount at maturity set forth above is the original principal amount hereof with interest from the date of original issue stated above, accreted and payable with principal on the maturity date specified above, at a yield to maturity which, compounded on each February 1 and August 1, commencing February 1, 2026 (each such date, a “Compounding Date”), results in the accreted amount set forth for such date in the table attached hereto, for the specified amount per \$5,000 accreted amount at maturity, subject to the provisions for redemption of this Bond before maturity referred to below.

The “accreted amount” of this Bond, per \$5,000 of accreted amount at maturity (also referred to as “accreted maturity amount”), as of any given February 1 is the original principal amount hereof plus interest accrued or compounded to such date, as set forth on the table attached hereto for each applicable February 1.

Interest on this Bond will not be paid separately, but will only be paid with principal as accreted amount. The accreted amount of this Bond is payable in lawful money of the United States of America by check or draft at the main office of U.S. Bank National Association in St. Paul, Minnesota, as bond registrar, authenticating agent, paying agent and transfer agent (the “Bond Registrar”), or at the office of such successor Bond Registrar as may be designated by the School Board. The Bond Registrar shall make all payments with respect to this Bond directly to the registered owner hereof shown on the bond registration records maintained on behalf of the District by the Bond Registrar at the close of business on the 15th day of the month next preceding the maturity date or the redemption date (the “Payment Date”) (whether or not a business day) at such owner’s address shown on said bond registration records, without, except for payment of principal of the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligation of the District to the extent of the payments so made. Payment of the accreted amount at maturity shall be made upon presentation and surrender of this Bond to the Bond Registrar

when due. For the prompt and full payment of such principal and interest as they become due, the full faith and credit and taxing power of the District are irrevocably pledged.

This Bond is one of a series issued by the District in the aggregate principal amount of \$38,664,948.70 and a total accreted amount at maturity of \$50,845,000.00, all of like date and tenor, except as to number, maturity date, denomination, yield and redemption privilege, pursuant to the authority contained in Minnesota Statutes Section 123B.59 and Minnesota Statutes, Chapter 475, and all other laws thereunto enabling, and pursuant to an authorizing Resolution adopted by the governing body of the District on October 21, 2025 (the "Resolution"), for the purpose of providing funds to finance the elements of the facilities plan dated July 22, 2025, including repair and replacements contained in the District's ten-year facility plan (the "Plan") adopted under the Act, including for the purpose of providing funds to (i) finance deferred maintenance projects, including, but not limited to :

- Building Envelope
- Electrical
- Mechanical Systems
- Plumbing
- Roof Systems

as described in the Plan and (ii) pay costs associated with issuance of the Bonds. The Plan and the Projects were approved by the Commissioner of Education on October 3, 2025. The accreted amounts on this Bond are payable from ad valorem taxes levied upon all taxable property in the District as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

The Bonds of this series are subject to redemption and prepayment at the option of the District on February 1, 2032, and on any day thereafter, in whole or in part, and if in part at the option of the District and in such manner as the District shall determine and by lot as to Bonds maturing in the same year, at a price equal to the accreted amount thereof as of the most recent Compounding Date occurring prior to the redemption date plus simple interest on the Bonds to be redeemed accrued to the date of redemption. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the accreted amounts (in increments of \$5,000 of accreted maturity amount) within each maturity to be redeemed shall be determined by the District; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue and compound from and after the redemption date.

Not more than 60 days and not less than 30 days prior to the date fixed for redemption and prepayment of any Bonds, notice of redemption shall be mailed to each registered owner of a Bond to be redeemed however, that so long as the Bonds are registered in the name of Cede & Co., as nominee for The Depository Trust Company, Jersey City, New Jersey ("DTC"), notice of redemption shall be given in accordance with the terms of the Blanket Issuer Letter of Representations executed by the District and DTC.

If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the District or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be prepaid. DTC will

determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the amount of each maturity to be redeemed.

The District has qualified the Bonds for participation in the State of Minnesota program to preclude default of school district debt, pursuant to Minnesota Statutes, Section 126C.55. If the District is unable to make any portion of the principal or interest payment on the Bonds on or before any Payment Date, the State of Minnesota has agreed to make such payment in the District's place.

The Bonds of this series are issued as fully registered bonds without coupons, in the denomination of \$5,000 or any integral multiple thereof. Subject to the limitations set forth in the Resolution, the District will, at the request of the registered owner, issue one or more new fully registered Bonds in the name of the registered owner in the aggregate accreted maturity amount equal to the unpaid accreted maturity amount of this Bond, and of like tenor except as to number and accreted maturity amount. This Bond is transferable by the registered owner hereof upon surrender of this Bond for transfer at the principal corporate office of the Bond Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar and executed by the registered owner hereof or the owner's attorney duly authorized in writing. Thereupon the District shall execute and the Bond Registrar shall authenticate, if required by law or the Resolution, and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee, of an authorized denomination, in an aggregate accreted maturity amount equal to the accreted maturity amount of this Bond, of the same maturity. No service charge shall be made for any transfer or exchange hereinbefore referred to but the District may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The accreted amounts of the Bonds of this issue, together with the original principal amount thereof, per \$5,000 of accreted amount at maturity, are set forth in the table attached hereto. The accreted amount on any date other than the maturity date set forth on the table attached hereto is (i) if the date is a Compounding Date, the accreted amount as of the Compounding Date, or (ii) if the date is not a Compounding Date, the accreted amount as of the most recent Compounding Date prior to such date (or is the original principal amount if the date precedes February 1, 2026) plus simple interest at a rate equal to the yield to maturity of the Bond (calculated on the basis of a 360 day year of twelve 30 day months) accrued from and after said Compounding Date (or the issuance date if the other date precedes February 1, 2026) to such other date.

IT IS CERTIFIED AND RECITED that all acts and conditions required by laws and the Constitution of the State of Minnesota to be done and to exist precedent to and in the issuance of this Bond, in order to make it a valid and binding general obligation of the District in accordance with its terms, have been done and do exist in form, time and manner as so required; that all taxable property within the corporate limits of the District is subject to the levy of ad valorem taxes to the extent needed to pay the accreted amount at maturity hereon when due, without limitation as to rate or amount; and that the issuance of this Bond does not cause the indebtedness of the District to exceed any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Bond Registrar's Authentication Certificate hereon shall have been executed by the Bond Registrar by one of its authorized representatives or this Bond has been manually executed by at least one officer of the District.

IN WITNESS WHEREOF, Independent School District No. 709, St. Louis County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the facsimile signature of the Chair and attested by the facsimile signature of the Clerk.

ATTEST:

(form – no signature required)
Clerk

(form – no signature required)
Chair

Date of Authentication: _____

BOND REGISTRAR'S AUTHENTICATION CERTIFICATE

The Bond Registrar confirms that the books reflect the ownership of the Bond registered in the name of the owner named above in the principal amount and maturity date stated above and this Bond is one of the Bonds of the series issued pursuant to the Resolution hereinabove described.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
St. Paul, Minnesota
Bond Registrar

By _____
Authorized Representative

REGISTRATION CERTIFICATE

This Bond must be registered as to both principal and interest in the name of the owner on the books to be kept by U.S. Bank Trust Company, National Association of St. Paul, Minnesota, as Bond Registrar. No transfer of this Bond shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on said books in the name of the registered owner last noted below.

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of Bond Registrar</u>
11/ __ /2025	Cede & Co. c/o The Depository Trust Company 570 Washington Boulevard Jersey City, NJ 07310 Federal Taxpayer I.D. No.: 13-2555119	_____

TABLE OF ACCRETED AMOUNTS

Date	Premium Capital Appreciation Bonds 02/01/2029 2.94%	Premium Capital Appreciation Bonds 02/01/2030 3%	Premium Capital Appreciation Bonds 02/01/2031 3.09%	Premium Capital Appreciation Bonds 02/01/2032 3.2%	Premium Capital Appreciation Bonds 02/01/2033 3.4%	Premium Capital Appreciation Bonds 02/01/2034 3.52%
11/05/2025	4,549.00	4,407.05	4,257.95	4,101.55	3,917.20	3,750.70
02/01/2026	4,580.80	4,438.55	4,289.25	4,132.80	3,948.90	3,782.10
08/01/2026	4,648.15	4,505.10	4,355.55	4,198.90	4,016.00	3,848.65
02/01/2027	4,716.45	4,572.70	4,422.80	4,266.10	4,084.30	3,916.40
08/01/2027	4,785.80	4,641.30	4,491.15	4,334.35	4,153.70	3,985.35
02/01/2028	4,856.15	4,710.90	4,560.55	4,403.70	4,224.35	4,055.50
08/01/2028	4,927.55	4,781.55	4,631.00	4,474.15	4,296.15	4,126.85
02/01/2029	5,000.00	4,853.30	4,702.55	4,545.75	4,369.20	4,199.50
08/01/2029		4,926.10	4,775.20	4,618.50	4,443.45	4,273.40
02/01/2030		5,000.00	4,849.00	4,692.40	4,519.00	4,348.60
08/01/2030			4,923.90	4,767.45	4,595.80	4,425.15
02/01/2031			5,000.00	4,843.75	4,673.95	4,503.05
08/01/2031				4,921.25	4,753.40	4,582.30
02/01/2032				5,000.00	4,834.20	4,662.95
08/01/2032					4,916.40	4,745.00
02/01/2033					5,000.00	4,828.50
08/01/2033						4,913.50
02/01/2034						5,000.00

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

 Social Security or Other
 Identifying Number of Assignee

the within Bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

(Bank, Trust Company, member of
National Securities Exchange)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Section 4. Covenants, Accounts and Representations.

4.01 Construction Fund. On receipt of the purchase price of the Bonds, the District shall credit the proceeds from the sale of the Bonds in the amount of \$40,799,628.58 to a separate construction fund, which is hereby created and designated as the "2025A Bonds Construction Fund" (the "Construction Fund"). Proceeds from the Bonds on deposit in the Construction Fund shall be used from time to time to pay the capital costs of the Projects, including but not limited to, costs of construction, planning, architectural and engineering costs, as such costs become due.

4.02 Debt Service Fund.

A. A separate debt service fund is hereby created and is designated as the "General Obligation School Capital Appreciation Bonds, Series 2025A Debt Service Fund" (the "Debt Service Fund").

B. There is hereby pledged and appropriated and there shall be credited to the Debt Service Fund: (i) the accrued interest in the amount of \$0.00; (ii) the rounding in the amount of \$0.00; (iii) the ad valorem taxes hereinafter levied; and (iv) investment earnings on the monies identified in the foregoing clauses (i) through (iii). The proceeds of the Bonds described in clauses (i) and (ii) of the preceding sentence shall be used for payment of interest on the Bonds. Upon completion of the Projects, any unspent proceeds in the Construction Fund shall be transferred to the Debt Service Fund.

C. The money in the Debt Service Fund shall be used for no purpose other than the payment of principal and interest on the Bonds; provided, however, that if any payment of principal or interest shall become due when there is not sufficient money in the Debt Service Fund, the Executive Director of Finance & Business Services shall pay the same from any other funds of the District and said funds shall be reimbursed for such advance out of the proceeds of the taxes hereinafter levied.

4.03 Tax Levy.

A. For the prompt and full payment of the principal and interest on the Bonds when due, the full faith and credit and taxing power of the District are hereby irrevocably pledged. There is hereby levied a direct, annual, ad valorem tax upon all taxable property within the District which shall be extended upon the tax rolls and collected with and as part of the other general property taxes in the District for the years and in the amounts set forth on *Exhibit A* hereto and incorporated herein by reference as though fully specified in this Section.

B. Said levies are such that if collected in full they will produce between five and six percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

C. Such tax levies shall be irrevocable as long as any of the Bonds issued hereunder are outstanding and unpaid; provided, however, that on November 30 of each year, while any Bonds issued hereunder remain outstanding, the District may reduce or cancel the above levies to the extent of the amount which has been appropriated to and is on deposit in the Debt Service Fund to pay the principal of and interest on the Bonds, and may direct the County Auditor to reduce the levy for such year by that amount.

4.04 Investments. Monies on deposit in the Construction Fund and in the Debt Service Fund may, at the discretion of the Executive Director of Finance & Business Services be invested in securities permitted by Minnesota Statutes, Chapter 118A, that any such investments shall mature at such times and in such amounts as will permit for payment of Projects costs and/or payment of the principal and interest on the Bonds when due.

4.05 Minnesota School District Credit Enhancement Program.

A. The Board hereby covenants and obligates itself to be bound by the provisions of Minnesota Statutes, Section 126C.55. The Board covenants and obligates itself to deposit with the Bond Registrar, as paying agent, three business days prior to any payment date an amount sufficient to make the payment of accreted maturity amount due or to notify the State of Minnesota Commissioner of Education not less than 15 working days prior to such payment date that it is unable to make all or a portion of the payment due on such payment date. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

B. The Bond Registrar is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of the accreted maturity amount on the Bonds or if, on the day two business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar.

C. The District further covenants to comply with all procedures now or hereafter established by the Department of Management and Budget and the Department of Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55 and otherwise to take such actions as necessary to comply with that section.

4.06 Costs of Issuance. The District shall pay the costs of issuance expenses for the issuance of the Bonds, as they become due from \$65,049.92 of proceeds of the Bonds.

Section 5. Tax Covenants.

5.01 General. The District covenants and agrees with the holders of the Bonds that the District will (i) take all action on its part necessary to cause the interest on the Bonds to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Bonds and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Bonds to be subject to federal income taxes, including, without limitation, permitting excessive private use of the Projects and private payments therefrom, refraining from spending the proceeds of the Bonds and investment earnings thereon on certain specified purposes.

5.02 Investment Yield Restriction. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued, and (ii) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Debt Service Fund (or any other District account which will be used to pay principal and interest to become due on the Bonds) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods of minor portion made available under the federal arbitrage regulations. In addition, the proceeds of the Bonds and money in the Debt Service Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

Section 6. Certificates of Proceedings; Miscellaneous.

6.01 Filing of Resolution; County Auditor Certificate. The Clerk is directed to file in the office of the County Auditor of St. Louis County a certified copy of this Resolution and such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the Bonds herein authorized have been duly entered on the Auditor's register and that the tax required by law for the payment of said Bonds has been levied.

6.02 Authentication of Transcript. The officers of the District are authorized and directed to prepare and furnish to the Purchaser and to Bond Counsel certified copies of all proceedings and records of the District relating to the authorization and issuance of the Bonds and to the financial condition and affairs of the District and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Bonds as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the District as to the correctness of facts recited therein and the actions stated therein to have been taken.

6.03 Offering Materials. The Official Statement relating to the Bonds, on file with the Clerk and presented to this meeting, is hereby approved and deemed final, and the furnishing thereof to prospective purchasers of the Bonds is hereby ratified and confirmed, insofar as the same relates to the Bonds and the sale thereof. The Chair and Clerk are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

6.04 Absent or Disabled Officers. In the event of the absence or disability of the Chair, Clerk or Executive Director of Finance & Business Services such officers or members of the Board as in the opinion of the District's attorney may act in their behalf shall, without further act or authorization, execute and deliver the Bonds, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

6.05 Defeasance. When all of the Bonds have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, with interest accrued from the due date to the date of such deposit. The District may also discharge all Bonds of said issue at any time by irrevocably

depositing in escrow with the Bond Registrar, for the purpose of paying all principal and interest due on such Bonds to maturity, a sum of cash or securities of the types described in Section 475.67 of the Act, as amended, in such aggregate amount, bearing interest at such rates and maturing or callable at the District's option on such dates as shall be required to provide funds sufficient for this purpose.

Section 7. Continuing Disclosure. The Board of the District acknowledges that the Bonds are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the Holders to provide continuing disclosure with respect to the Bonds. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit underwriters of the Bonds to comply with the Rule, which will enhance the marketability of the Bonds, the Chair and the Clerk are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the District.

Section 8. Post-Issuance Compliance Policy and Procedures. The School Board has previously approved a Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the "Policy and Procedures"). The School Board hereby approves the Policy and Procedures for the Bonds. The Executive Director of Finance & Business Services continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

Adopted this 21st day of October, 2025.

Motion made by Member Badowski, seconded by Member Williams, to approve Resolution # B-10-25-4123, as presented. Upon a vote taken, the same was approved as follows:

Yeah: 7

Nay: 0

Sarah Mikesell
Clerk

K. Ede
Chair

EXHIBIT A

TAX LEVY SCHEDULE

Levy Year	Collection Year	Tax Levy
2027	2028	\$1,989,750
2028	2029	\$1,995,000
2029	2030	\$14,385,000
2030	2031	\$14,385,000
2031	2032	\$14,385,000
2032	2033	\$6,247,500

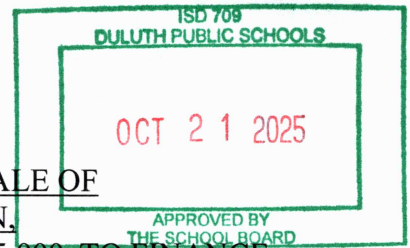
STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

I, the undersigned, the duly elected, qualified and acting Clerk of the Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the "District"), do hereby certify that I am the official custodian of the records of the District, and that I have compared the attached copy with the original records of the District, and that it is a true and correct transcript taken from the records of a meeting of the School Board, held at the City of Duluth in said State, on October 21, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the District, on October 21, 2025.



Sarah Lisesell



RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
FULL TERM CERTIFICATES OF PARTICIPATION,
SERIES 2025B, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$9,795,000, TO FINANCE
A PORTION OF THE PROJECT COSTS FOR A SCHOOL BUILDING LOCATED AT 424
WEST 1ST STREET IN DULUTH, MINNESOTA

BE IT RESOLVED, by the School Board (the “School Board”) of Independent School District No. 709, St. Louis County, Minnesota (the “District”), as follows:

Section 1. Authority. Under and pursuant to the authority contained in Minnesota Statutes, Section 126C.40, Subd. 6, as amended (the “Act”), the District is authorized to purchase real or personal property under an installment contract or may lease real or personal property with an option to purchase under a lease purchase agreement upon application to, and approval by, the Minnesota Commissioner of Education. The District has approved a Long-Range Facilities Plan, as amended (the “Plan”) and the Minnesota Commissioner of Education has approved the District entering into an installment contract in a principal amount up to \$9,797,388 under the Act to finance the purchase of real and personal property as set forth in the Plan including improvements to a school building located at 424 West 1st Street in Duluth, Minnesota (the “2025 Project”). The District has determined to acquire, construct and equip the project approved by the Minnesota Commissioner of Education, pursuant to the Act, through an Installment Purchase Contract, dated as of June 1, 2008, as supplemented (the “Installment Purchase Contract”), between U.S. Bank National Association (“U.S. Bank”), as vendor, and the District. In order to provide funds for the projects, the District authorized the issuance of a series of Full Term Certificates of Participation, pursuant to a Declaration of Trust by and between U.S. Bank, as trustee, and the District (the “Declaration of Trust”). The District has approved a series of amendments to the Plan and the Commissioner of Education approved the District financing under the Act to provide additional funds for the purchase of real and personal property as set forth in the Plan, as amended, including the 2025 Project. There are a series of the District’s Full Term Certificates of Participation presently outstanding under the Act, including (i) \$82,605,000 Full Term Refunding Certificates of Participation, Series 2016A; (ii) \$41,715,000 Full Term Refunding Certificate of Participation, Series 2019B; (iii) \$2,710,000 Full Term Refunding Certificate of Participation, Series 2019C, and (iv) \$18,385,000 Taxable Full Term Refunding Certificate of Participation, Series 2021A (collectively, the “Outstanding Certificates of Participation”). Pursuant to such authority, the District entered into a series of Amendments to the Installment Purchase Contract, between U.S. Bank, as vendor, and the District, as vendee, which amended the Installment Purchase Contract. The District has submitted a request for review and comment for the 2025 Project and the Minnesota Commissioner of Education has approved the District’s financing of an additional \$9,795,000 in principal amount of certificates of participation under the Act to provide funds for the purchase of real and personal property for the 2025 Project.

Section 2. The Plan of Finance. The School Board hereby determines that it is necessary, expedient, and in the best educational interest of the District’s pupils and residents that the District enter into an Amendment to the Installment Purchase Contract under the Act to provide additional funds to purchase the real and personal property for the 2025 Project, and as approved by the Minnesota Commissioner of Education. Full Term Certificates of Participation,

Series 2025B, will be issued pursuant to a Supplement to the Declaration of Trust as additional certificates of participation under the Declaration of Trust. The principal amount of the Full Term Certificates of Participation, Series 2025B to be issued shall not exceed \$9,795,000 together with premium, if any, and such Full Term Certificates of Participation, Series 2025B (the "Certificates of Participation") shall evidence the proportionate interest of the registered owners thereof in the Installment Payments to be made by the District under the Installment Purchase Contract, as amended.

Section 3. Sale of 2025B Certificates.

3.01 The School Board has determined to retain an independent municipal advisor to provide pricing opinion services in connection with the sale of the Certificates of Participation. The School Board desires to proceed with the sale of the Certificates of Participation by direct negotiation with Robert W. Baird & Co., Inc. in Milwaukee, Wisconsin ("Baird"), as underwriter.

3.02 Any officer of the School Board and the Superintendent or Executive Director of Business Services (the "Pricing Committee"), are hereby authorized to approve the sale of the Certificates of Participation and to execute a certificate purchase agreement for the purchase of the Certificates of Participation with Baird, provided the principal amount of the Certificates of Participation does not exceed \$9,795,000 and the TIC does not exceed 4.50% on the Certificates of Participation.

3.03 Upon approval of the sale of the Certificates of Participation by the Pricing Committee, the School Board will take action at a regular or special meeting to adopt the necessary approving resolution prepared by the District's bond counsel.

3.04 Baird is authorized to prepare and distribute an official statement related to the sale of the Certificates of Participation.

3.05 If the Pricing Committee has not approved the sale of the Certificates of Participation to Baird and executed the related certificate purchase agreement by December 31, 2025, this resolution shall expire.

Section 4. Repayment of Obligations. The form, specifications and provisions for payment of the Amendment to the Installment Purchase Contract and the Certificates of Participation and the form of the Supplement to the Declaration of Trust shall be set forth in a subsequent resolution of the School Board.

Section 5. Minnesota School District Credit Enhancement Program.

5.01 The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Certificates of Participation and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Certificates of Participation when due. The District further covenants to deposit with the bond registrar and paying agent for the Certificates of Participation to be designated in the Resolution or any successor paying agent (the "Bond Registrar") three days prior to the date on which a payment is due an amount sufficient to make

that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the Certificates of Participation is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Certificates of Participation or if, on the day two business days prior to the date a payment is due on the Certificates of Participation, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Certificates of Participation of this issue remain outstanding.

5.02 The District further covenants to comply with all procedures now or hereafter established pursuant to Minnesota Statutes, Section 126C.55, Subdivision 2(c) by the Minnesota Department of Management and Budget and the Minnesota Department of Education and otherwise to take such actions as necessary to comply with that section. The Chair, Clerk, Superintendent or Executive Director of Business Services is authorized to execute any applicable Minnesota Department of Education forms.

Section 6. Declaration of Official Intent. This resolution constitutes a declaration of official intent under Treasury Regulations Section 1.150-2. The District reasonably expects to construct all or a portion of the Project prior to the issuance of the Certificates of Participation and to reimburse expenditures incurred with respect to such Project with the proceeds of the Certificates of Participation.

Adopted: October 21, 2025

Motion made by Member hofald, seconded by Member Sadowski, to approve Resolution # B-10-25-4127, as presented. Upon a vote taken, the same was approved as follows:

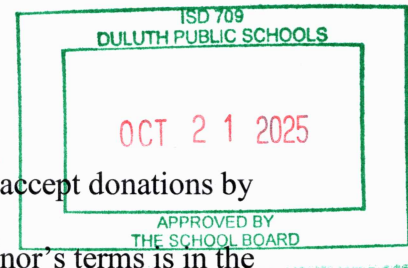
Yeah: 7

Nay: 0

Janah Intesell
Clerk

Heider
Chair

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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	Farrah McKinney	\$1,000.00	DCD/ASD Setting 3-Diana Wokson	Donor knows me and wanted to support the work we are doing in our program.
Denfeld	Irving Community Association	\$4,000.00	Denfeld HS CHOIR	
Denfeld	Duluth Air Show	\$200.00	N/A	This was very volunteer hours I did as the Coach. No team members.
Denfeld	Duluth Aviation Institute	In-kind, \$6,078	Aerospace Physics/Intro to Aviation CTE course use only within the Denfeld Science Department	This donation is provided by the Duluth Aviation Institute to help support the Aerospace Physics course at Denfeld and help the development of new pilots for our area. This donation is a Jay Velocity Redbird FAA approved Flight Simulator, rudder pedals, and table stand, associated curriculum.
Denfeld	Gregg Timothy McCall	In-kind	for automotive program	2011 Jeep grand Cherokee in need of repair
Denfeld	James and Kathy Doyle	\$1,150.00	300 CC running, 300 Nordic ski, 150 B Tennis, 250 Softball, 150 Golf	The Doyle's donate every year to our athletic teams.
Denfeld	Mark Krysiak	\$2,000.00	1000 B Hockey, 500 Golf, 500 General Athletics	
Duluth Adult Education	HERMANTOWN WALMART - MGR. PATRICK	\$75.00	N/A	HEALTHY SNACKS FOR ADULT EDUCATION STUDENTS
District Service Center	Anonymous	\$100.00	N/A	To the district through BoostMySchool

Districtwide	Irving Community Club	\$5,000.00	N/A	I was unaware that when I requested this donation that I needed a donation request form. I apologize and I will complete them moving forward.
Districtwide	Maurice's	In-kind	N/A	40 Boxes of clothes
Lakewood	Lutheran Church of the Good Shepard	In-kind	students without snacks	snacks for students
Lincoln Park	Miller Hill Subaru- Subaru of America, Inc.	\$500.00	N/A	
Lincoln Park	Subaru - Adopt A Classroom	\$3,000.00	N/A	Bethany Kubik got pre-approved to buy these books from adopt a classroom, We Ordered The Learning Books on Amazon, and the instructions for this donation are to send them the receipt via email and they will reimburse us for the books that we ordered, and I will deposit that money into the account that we used to purchase the books, by sending a check via email and printing it off, or direct deposit.
Lincoln Park	Subaru Adopt a classroom. Miller Hill Subaru	3000. Six \$500-dollar donations.	N/A	
Lincoln Park	Laman Family	\$100.00	6th Grade	
Lincoln Park	Laman Family	\$50.00	Community School Pantry	
Lincoln Park	Laman Family	\$100.00	One Book, One Day	
Lincoln Park	Adopt A Classroom from Miller Hill Subaru	\$500.00 classroom donation from AdoptAClassroom.org	To be used purchasing classroom supplies - using outside of the Adopt a Classroom Site	Lisa is going to use this donation outside of the Adopt A Classroom to purchase items, she was able to use it via the Adopt A Classroom shop online. Lisa has her teacher dashboard on the adopt a classroom website.
Lincoln Park	Adopt a Classroom from Miller Hill Subaru	\$500.00 donation from Adopt A Classroom from Miller	Use To purchase Classroom Supplies	To use to purchase classroom supplies from the Adopt A Classroom catalogue or can purchase elsewhere, Stephanie does have access to her account on Adopt a classroom.

		Hill Subaru		
Lincoln Park	Anonymous	In-kind	N/A	3 Brand new back packs for kids that need them. Was dropped off Anonymously in the office and was told that they want them to go to the students that need a new backpack or that does not have a backpack.
Ordean-East	Michael Frey	\$50.00	N/A	Worthy cause, and glad to have something to give back.
Ordean-East	Kelly Leno	\$25.00	N/A	
Ordean-East	Susan Midlo	\$200.00	N/A	
Ordean-East	Lindsey Kern	\$200.00	Peter Froehlingsdorf Seats for Success	So happy to see this!
Ordean-East	Anonymous	\$20.00	Seats for Success	We Love our Schools!
Ordean-East	Nicole Schaefer	\$25.00	Seats for Success	
Ordean-East	Rebecca Johnson	\$20.00	Seats for Success	
Ordean-East	Kara Salmela	\$100.00	Seats for Success	Happy to donate!
Ordean-East	Karin Patronas	\$50.00	Seats for success	
Ordean-East	Michell Hueffmeier	\$50.00	Seats for Success	
Ordean-East	Kathy and John Bray	\$100.00	Seats for Success	
Ordean-East	Anonymous	\$50.00	Seats for Success	
Ordean-East	Gladys Salmela	\$135.00	Seats for Success	
Ordean-East	Kelly Thompson	\$25.00	Seats for Success	
Ordean-East	Anonymous	\$25.00	Seats for Success	
Ordean-East	Anonymous	\$5.00	Seats for Success	
Ordean-East	Kelly Barnstorf	\$50.00	Seats for Success	

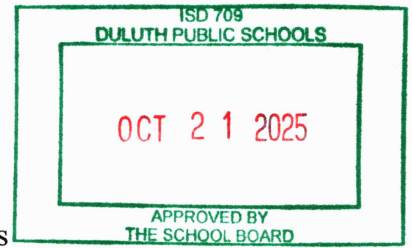
Ordean-East	Jill Hilliard	\$25.00	Seats for Success	
Ordean-East	Kim Berrisford	\$10.00	Seats for Success	
Ordean-East	Lindsay Ekstrom	\$25.00	Seats for Success	
Ordean-East	Anonymous	\$50.00	Seats for Success	
Ordean-East	Connie Rosandich	\$50.00	Seats for Success	My grandson just started there and I believe in public education
Ordean-East	Annie Thoreson	\$18.00	Seats for Success	
Ordean-East	Erik Sather	\$50.00	Seats for Success	
Ordean-East	Jodi Hellman	\$25.00	Seats for Success	
Ordean-East	Leah Gagne	\$50.00	Seats for Success	
Ordean-East	Jeff and Patty Engelsgerd	\$150.00	Seats for Success	Former Students
Ordean-East	Anne Leino	\$50.00	Seats for Success	
Ordean-East	Alissa Oleksa	\$25.00	Seats for Success	
Ordean-East	SHARON MCMAHON	\$300.00	Seats for Success	Former students/Families
Ordean-East	Anonymous	\$25.00	Seats for Success	
Ordean-East	Anon.	\$50.00	Seats for Success	
Ordean-East	Meredith Leake	\$50.00	Seats for Success	Former Student
Ordean-East	Anna Bedogne	\$100.00	Seats for Success	
Ordean-East	Laura Laaksonen	\$75.00	Seats for Success	
Ordean-East	Melissa Goodson	\$50.00	Seats for Success	
Ordean-East	Polly Tracey	\$25.00	Seats for Success	
Ordean-East	Miranda Schoenecker	\$100.00	Seats for Success	

Ordean-East	Jon & Shawnee Stephenson	\$45.45	Seats for Success	
Ordean-East	Suzy Anderson	\$200.00	Seats for Success	
Ordean-East	Kelly Gross	\$25.00	Seats for Success	Thank you for all you do! My favorite middle school teacher, Mr. Pat Collins, who has been and still inspires the knowledge of science.
Ordean-East	Anon	\$50.00	Seats for Success	
Ordean-East	Kristina Bourne	\$45.75	Seats for Success	Because all teachers, but especially middle school teachers, work so hard to make a positive impact for our children. We appreciate you so much!
Ordean-East	Paul and Kathy Anderson	\$50.00	Seats for Success	
Ordean-East	Lisa Hultstrom	\$45.75	Seats for Success	
Ordean-East	Erica Henkel	\$25.00	Seats for Success	
Ordean-East	Peter and Tracey Kolar	\$500.00	Seats for Success	
Ordean-East	Anonymous	\$25.00	Seats for Success	
Ordean-East	Anonymous	\$25.00	Seats for Success	
Ordean-East	Nikki Olson	\$50.00	Seats for Success	
Ordean-East	Anonymous	\$100.00	Seats for Success	
Ordean-East	Mindy Granley	\$25.00	Seats for Success	
Ordean-East	Anonymous	\$50.00	Seats for Success	
Ordean-East	Anonymous	\$50.00	Seats for Success	
Ordean-East	Joanna Olson	\$25.00	Seats for Success	
Ordean-East	Gina Ries	\$50.00	Seats for Success	
Ordean-East	Kyle Kubes	\$100.00	Seats for Success	

Ordean-East	Kelly Meadow	\$25.00	Seats for Success	
Ordean-East	Jerry & Nancy Slattery	\$150.00	Seats for Success	
Ordean-East	Mary Roiland	\$100.00	Seats for Success	
Ordean-East	Anonymous	\$50.00	Seats for Success	
Ordean-East	Anonymous	\$50.00	Seats for Success	
Ordean-East	Anonymous	\$25.00	Seats for Success	
Ordean-East	Anonymous	\$25.00	Seats for Success	
Ordean-East	Anonymous	\$25.00	Seats for Success	
Ordean-East	Anonymous	\$50.00	Seats for Success	
Ordean-East	Lindsay Wenzel	\$100.00	Seats for Success	
Ordean-East	Anonymous	\$10.00	Seats for Success	
Ordean-East	Taj Munson	\$100.00	Seats for Success	
Ordean-East	Kelly Ziemski	\$25.00	Seats for Success	
Piedmont	The Groth Family	In-kind	For Staff Hydration Cart	Case of Dr. Pepper
Piedmont	The Denton Family	In-kind	For the Staff Hydration Cart	2 cases of Bubblr
Piedmont	The Curnow Family	In-kind	For the Staff Hydration Cart	Case of Alani
Piedmont	Paige and Rein Anderson	In-kind	For the Staff Hydration Cart	Case of Dr. Pepper
Piedmont	Michelle Freeman and family	In-kind	For the Staff Hydration Cart	2 cases of Diet Coke
Piedmont	Kaylin Russ and family	In-kind	For the Staff Hydration Cart	1 case of Poppi and 1 case of Bubbly
Piedmont	Wayne and Sandra Wilmot	\$500.00	For Ms. Owens and Ms. Rennquist Classrooms	

Piedmont	Chaquana and Ameerah McEntyre	In-kind	For staff Friday Hydration cart	Case of Cherry Pepsi
Piedmont	Hermantown Sam's Club #6320	\$50.00	N/A	
Stowe	Jennifer L Swanson	\$100.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Pam Everson	\$50.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Jonathan R Cigalio	\$1,016.29	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Richard Olson, Carol Olson	\$50.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Bruce Bates, Margaret Bates	\$20.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Cathy McGregor, James McGregor	\$150.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	James Peterson, Teresa Peterson	\$50.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Nancy Carlson, John Carlson	\$40.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Vicki Klein	\$50.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Bonnie Ling, David Ling	\$100.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Katherine Hanten	\$200.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Ronald Willis,	\$25.00	"In Memory of Chris Cigalio - for student	

	Jacalyn Willis		reading programs"	
Stowe	Thomas Kunze	\$200.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Western Bank	\$177.50	"student needs" per Western Bank	
Stowe	Gary New Duluth Community Club	\$1,000.00	For Head start Playground Fund	
Stowe	North Star Credit Union	In-kind	For staff	Snacks for teachers / ice packs



RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

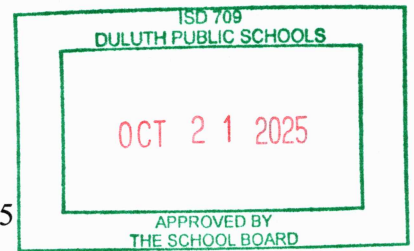
WHEREAS, Minnesota Statute 465.03 requires a school district to accept grants by resolution expressed in the terms prescribed by the donor in full; and,

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
Ordean Foundation	Stephanie Larson	Laura MacArthur Setting 3 Classroom	\$1,000.00	Community outings to practice functional and social skills



RESOLUTION

Authorized Bank Account Signer – October 2025

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	Nathan Chapman	Anthony Bonds

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 and East High School/# 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 and East High School/# 709 supports the school's application to the Minnesota State High School League Foundation for a **FORM A** grant to offset student activity fees.

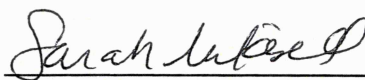
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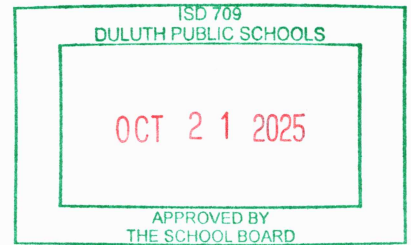
Date 10.21.2025


Board Chair/Head of School

Click or tap here to enter text.

Date 10.21.2025


Board Clerk – Treasurer/ Finance Director



RESOLUTION

Education Directors Association

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and Education Directors Association, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2025 to June 30, 2027, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH.MINNESOTA

EDUCATION DIRECTORS ASSOCIATION

EFFECTIVE DATES

July 1, 2025
to
June 30, 2027

**AGREEMENT
Between
Education Directors Association
and
Independent School District No. 709
St. Louis County, Minnesota**

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AGREEMENT
Between
Education Directors Association
and
Independent School District No. 709 St.
Louis County, Minnesota

THIS AGREEMENT, by and between the Education Directors Association, hereinafter referred to as the "**Association**", and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "**School District**" and relating to terms and conditions of employment, including hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the directors.

NOW, THEREFORE, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

ARTICLE I
Recognition

The School District formally recognizes the Education Directors Association as the exclusive bargaining representative for all confidential directors of the School District who are designated members of the Superintendent's Executive Committee and who are employed for more than fourteen (14) hours per week and more than one hundred (100) work days per year excluding all other employees. The Association shall be the duly authorized representative of said directors with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said directors, or affecting the role of the Association as the exclusive bargaining representative, with any other organization or person except as required by law.

The Education Director positions covered under this working Agreement are:

- Director of Curriculum & Instruction
- Director of Assessment & Evaluation
- Director of Teaching and Learning
- Director of Continuous Improvement
- Director of Special Services
- Assistant Director of Special Services

ARTICLE II
Grievance Procedure

The purpose of this procedure is to provide a method whereby directors who are members of the Education Directors Association may present grievances. Such grievances shall be presented in accordance with the following guidelines:

- A. A "**grievance**" is an action instituted under this Article by an aggrieved employee of the Association in the belief that there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.
- B. The School District shall be a party to all grievances and may be represented by its designated representative and/or legal counsel. The Association shall be notified and a representative of the Association may be present and express his/her views at all steps of this grievance procedure.
- C. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including an Association representative, at all steps of this grievance procedure, but the aggrieved employee must be present at all meetings or hearings. The Association, however, shall be the official representative in-binding arbitration.

Step I - Informal Review: If an employee has a grievance, the employee should discuss the problem with his/her supervisor. The informal review shall be reported to the Superintendent in writing within five (5) days of the review.

Step II - Formal Review: In the event that an employee believes that his/her grievance has not been satisfactorily resolved informally, the aggrieved employee may appeal to the Superintendent for a hearing. The aggrieved employee shall present his/her grievance in writing to the Superintendent of Schools within twenty (20) days of the conclusion of the informal review. The Superintendent shall set a hearing date within ten (10) days of the filing of the written grievance and notify the employee and the Association. A decision in writing by the Superintendent shall be rendered within ten (10) days of the hearing and communicated to the employee and the Association. Time limits may be extended by mutual written consent of the Association and the Superintendent.

Step III - Arbitration: The Association may appeal within thirty (30) days of the communication of the written decision of the Superintendent, or if no decision has been made, then within forty (40) days of the Step II hearing. The Superintendent shall immediately arrange for arbitration and inform the Association of the initiation of arbitration procedures.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he/she have authority to determine whether any of the provisions of this Agreement are unlawful. The Association and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure. Either the School District or the Association may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Association shall share equally in the expenses and cost of the arbitration, but each of them (the School District and Association) shall pay the cost of their own witnesses except as otherwise provided herein, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator, and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

Miscellaneous Provision: Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Association as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.

Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Association where the Association is not a party and does not have a right of appeal under the terms of this procedure. Likewise, where the aggrieved employee has not appealed a decision at Step I for whatever reason, the School District shall not be bound by the decision at Step I in the case of other grievances on the same or similar issues by other employees, the same employee, or the Association. In the case of an event, act, or default, which is of a continuing nature, the employee and the Association, shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.

ARTICLE III **School District & Association Rights**

Section 3.1 - Job Advertisement: When a vacancy occurs in an administrative position in the School District which falls within the appropriate bargaining unit, notice of such vacancy will be emailed to the President of the Association. Newly created and assigned positions, which appropriately belong in the

Education Directors Association, shall be assigned a salary range through written agreement between the School District and the Association. In the event no agreement can be reached in a meet and confer session regarding the salary or salary range for the new position, the School Board may unilaterally set the salary and define the length of the work year.

The Association may appeal such a decision under the grievance procedure of this Agreement.

Section 3.2 - Validity or Conformity to Law Clause: If any provision of this Agreement is or shall at any time be contrary to law, including anti-discrimination laws, then such provision should not be applicable or performed or enforced, except to the extent permitted by law. The School District and the Association shall meet to negotiate an amended clause to replace any invalid provision.

Savings Clause: In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

Matters Not Covered: This Agreement represents the full and complete agreement between the parties. With respect to matters not covered by this Agreement which was a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement and not subject to further negotiation during the term of this Agreement and the parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

Section 3.3 - Management Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

The exclusive representative recognizes that all directors covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all directors covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE IV **Terms & Regulations Of Employment**

Section 4.1 - Vacations:

Each administrator will be eligible for vacation according to the following schedule:

First 5 years of full-time service:	20 Days
6 Years	22 Days
7 Years	23 Days
8 Years	24 Days
9 Years	25 Days
10Years	26 Days

15 Years
25 Years

28 Days
31 Days

When directors retire/resign or otherwise leave the service of the School District, the per diem value of any earned and unused vacation at their current hourly rate of pay shall be contributed to the employee's Health Care Savings Plan (HCSP). In no event shall this provision exceed sixty (60) days.

Years of experience for vacation purposes will be determined by management at the time of hire.

Holidays: Education Directors shall have ten (10) paid holidays per year:

New Year's Day
Martin Luther King Jr Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day Labor Day
MEA Conference Friday
Thanksgiving Day and the day after Thanksgiving
Christmas Eve Christmas Day

Floating Holidays: Education Directors shall have three (3) floating holidays to use per contract year as arranged with the Superintendent or immediate supervisor. Floating holidays may not be accumulated or paid off.

Personal Leave: Members will be granted three (3) personal days each contract year. Each personal leave day will be available to the unit member at their discretion under the following guidelines:

1. A written request shall be submitted to the Superintendent or immediate supervisor at least five (5) days prior to the request.
2. In emergency situations, written requests may be submitted after the fact; however, it is understood that the member will assume the responsibility in such and emergency of notifying the Superintendent or immediate supervisor at the earliest possible time.
3. Personal leave days shall not be charged against accumulated sick leave. If coverage is necessary, it will be provided from within the Directors' Association.
4. A personal leave day shall not be taken during the first or last two (2) weeks of the school year. If emergency situations occur during these time periods, personal leave shall be granted.
5. A member may accumulate two (2) unused personal leave days' however, no more than two (2) personal leave days may be carried over from any one contract year to the next contract year. For contract year 2021-2022 only, any unused personal days may be accumulated or requested to be paid off prior to the end of the contract year.

Section 4.2 - Salaries:

Increments: Directors who begin their service in a position within the Education Directors Unit on or after February 1 of the school year will receive no increment the following year.

Section 4.3 - Vacancy: When a replacement is hired for a position within the Education Directors Association, the salary will be negotiated between- that person and the School District within the parameters of Appendix A. In the event of an administrative reorganization that results in a permanent (i.e., > six (6) months) increase/decrease in duties and/or responsibilities for the director position(s), the District and the director(s) shall meet to determine the mutually agreeable appropriate compensation effective from the date of the change in duties. It is not the intent of this Section for the parties to re-open compensation discussion between the District and the Education Directors Association, (during the term of this Agreement), unless the reassignment of work referred to above involves a substantial change in duties and/or responsibilities and/or an appropriate compensation cannot be mutually agreed upon.

Section 4.4 - Layoff: In the event of declining enrollments or administrative reorganization a director is left without an administrative assignment, he/she has the option, subject to School Board approval; to assume an administrative position outside the unit providing an opening exists in a position for which he/she is certified. Any layoffs within the unit will be done in reverse order of unit seniority if the appropriate license is held by the

individual being retained.

Section 4.5 - Temporary Position: Should a director assume a temporary position in the School District or assume a position in an acting capacity; when his/her service in that position is no longer needed for whatever reason, he/she shall return to his/her former position providing it has not been discontinued. If the position has been discontinued, Section 4.4 above applies.

Section 4.6 - Four (4) Day Week: In the event the School Board should adopt a school calendar, which provides for a four (4) day week, members of the Directors' unit will adjust their work schedules accordingly, if requested, without change in compensation.

Section 4.7- Remote Work: Education Directors may work remotely when it is approved by their supervisor and appropriate and practical for their individual work, as well as the collective work of their teams and individuals they support. The school district shall provide the employee with an appropriate device to work remotely. The employee will be responsible for internet requirements.

Section 4.8 - Service Organization Membership: Each director may be a member of a service organization as mutually agreed upon by the director and the Superintendent. Cost of dues, weekly and committee meetings will be paid by the District.

Section 4.9 - Cellular Phone Allowance: The School District shall provide the Employee with a monthly allowance of \$75.00 for use of the Employees' cellular phone. Alternatively, at the Employees' option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District \$10.00 monthly for personal use.

Section 4.10 - Expense Account: The employer agrees to pay all reasonable and necessary expenses of the director incurred in the performance of his/her duties with the School District. The director shall file an itemized and verified claim statement for such expenses with the Superintendent of the School District in accordance with the laws of the State of Minnesota.

Section 4.11 - Indemnification & Provision of Counsel: In the event that an action is brought or a claim is made against the employee arising out of the performance of the duties of the employee's position, and the employee is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of bad faith, malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes § 466. Defense of employee by the District insurer shall be deemed to satisfy the obligation of the District set forth in this paragraph.

Section 4.12 – 403b Matching Contribution: The District shall contribute to a 403(b) tax-sheltered annuity on behalf each full-time member of the Education Directors Association. The District's contribution shall be a dollar-for-dollar match of the voluntary employee contribution, up to a maximum annual District contribution of \$one thousand fifteen hundred (\$1500) dollars.

The matching contribution is made pursuant to the provisions of Minnesota Statute 356.24. The employee must establish a 403(b) account with one of the District's approved vendors and complete a Salary Reduction Agreement form to receive the match. The District shall have no liability for the investment performance of the plan.

Section 4.13 Yearly Retention Incentive: Persons represented within the Education Director Association shall receive an additional annual retention incentive payment with continuous years of service within the unit, which shall be in addition to the amount set forth in the salary schedule.

Years of services shall be considered at the beginning of each contracted year (July 1st). As this is part of retention incentive, payment will be paid at the beginning of each year of service (first pay period of July) according to the following schedule:

Years 4-7:	\$1500
Years 8-11	\$2000

Years 12-15 \$2500
Years 16+ \$3000

ARTICLE V Insurance

Section 5.0 - Liability Insurance: The School District shall keep in force, at School District expense, an errors and omissions insurance policy and a policy of general liability insurance insuring the employee and the School District in an amount not less than the limits of liability set forth in Minnesota Statutes § 466.

Section 5.1- Medical Insurance: The School District shall pay the same monthly premium for employee coverage and dependency coverage for group hospital and medical insurance as paid by the District for such coverage for the teachers of the District.

Section 5.2 - Long Term Disability Insurance: The School District shall provide long-term disability (LTD) income protection insurance plan. This plan shall be continued in effect for employees with coverage to include provisions for payment of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or an improved level as the plan in effect on the date of this Agreement

Section 5.3 - Group Term Life Insurance: Group term life insurance in the face amount of \$100,000.00 will be provided for each director in the Unit at no cost to the director. The employee may purchase, at his/her own expense, additional insurance in increments of \$50,000.00 through the District's group plan.

Section 5.4 - Dental Insurance: The School District shall provide for each employee, single dental insurance coverage. The School District shall continue the plan in effect, including a level of benefits the same as those provided under the Delta Basic Dental Core Program coverage. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from his/her earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

Election of options additional to the basic plan may be selected only within the first thirty (30) days following initial adoption and fifteen (15) days following each of the successive anniversary dates in future years.

ARTICLE VI Travel

Reimbursement will be made by the School District for authorized administrative travel as follows:

1. **In District Travel:** Automobile travel will be reimbursed at a per mile allowance as determined by School Board policy.
2. **Out of District Travel:** Meals, hotel and registrations shall be reimbursed at actual cost with receipts. Commercial transportation, when used, at actual cost. Private automobiles, when authorized and used, at a per mile allowance as determined by School Board policy. Meals shall be reimbursed per local policy (#3136R) without receipts.

It is the responsibility of each member to submit a monthly billing request before reimbursement can be made. Each member must receive prior approval for out of district travel from the Superintendent or his/her delegated representative. Reimbursement for out of district travel shall not be permitted for meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of administrators or the role of the exclusive representative of administrators in the meeting and negotiation process.

ARTICLE VII Leaves Of Absence

Section 7.1 - Leaves of Absence Without Pay:

- A. Leaves of absence without pay shall be granted upon written application to the Superintendent or his/her designee for the following reasons:
1. Military leaves of absence shall be granted to any administrator who shall be inducted for military duty in any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes, Section 192.261.
 2. **Parental Leave:** Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, parental leave shall be granted to the end of the school year. In order to be eligible for parental leave, the employee must request the parental leave in writing to the Superintendent or his/her designee at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District.

3. Medical leave of absence up to two (2) years shall be granted while an employee is unable to perform the regular duties of his/her employment because of illness or injury. This leave may, at the option of the School Board, be extended for a maximum of an additional three (3) years upon request at the end of each prior year.
 4. **Family & Medical Leave Act:** Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act policy, which policy shall be in compliance with the Family and Medical Leave Act.
- B. Upon termination of his/her leave of absence and return to the school system, the director shall be placed at the same salary as he/she would have been had he/she been employed in the School District during such period if the leave was granted for any of the following purposes:
1. Military leave, provided that the requirements of Minnesota Statutes, Section 192.261 are complied with;
 2. Medical and maternity leave of absence less than eighty (80) working days in any school year;
 3. Exchange administrative and/or supervisory programs with schools in Minnesota or in other states, territories or countries.
- C. Any director on leave of absence may, if he/she so elects remain in the School District's hospitalization group, provided he/she pays all premiums monthly in advance to the School District.

Section 7.2 - Leaves of Absence With Pay:

- A. **Military Leave.** Military leave of absence with pay shall be granted as required by law.
- B. **Professional Leave.** Directors may be excused for professional reasons without loss of pay provided permission is granted by the Superintendent or his/her designated representative. Such professional leave could include, but not be limited to, conferences, workshops, conventions, task force membership and committee membership relating to education appointed by local, state, and/or federal government.
- C. **Sick Leave:**
 1. The District will establish a Sick Leave Bank for the Education Directors Association membership with one initial allocation of one hundred (100) days by the District. The allocation will be restored as the need arises.

A committee consisting of two (2) Directors appointed by the unit and two (2) members appointed by the Superintendent of Schools including the Superintendent's designated representative who shall act as Chairperson shall adopt rules and regulations governing the Sick Leave Bank, which is to be administered by the Superintendent's designated representative.

2. Administrative sick leave shall be accumulated at the rate of thirteen (13) days per year. Unused sick leave shall accumulate to a maximum of thirty (30) days (plus the new year accrual). The value of unused sick leave in excess of thirty (30) days shall be contributed annually to the employee's Health Care Savings Plan (HCSP) at the end of each fiscal year.
3. Holidays, which occur during absence on account of personal illness, death in family or family leave, shall be compensated for and shall not be deducted from sick leave.

D. Death in Family Leave:

1. Full pay for absence not to exceed five (5) days shall be granted to eligible persons covered by this Agreement to attend a funeral in their immediate family.
2. A director may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
3. Definition of "**family**" under death in family allowance shall constitute members of the immediate family of a director or spouse and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew. This shall also apply to foster relationships of the above listed categories.

E. Jury Duty:

1. When a director is selected for jury duty, the Superintendent will be notified and that director will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.
2. The director will receive his/her regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.

F. School-Related Injuries: A director who is injured in the course of carrying out duties and responsibilities, as an employee of the Board shall be granted leave without loss of pay for a period not to exceed five (5) days. If such an injury is the result of assault, leave without loss of pay shall be granted for a period not to exceed ten (10) days. Leave granted due to injury as a result of assault shall not be deducted from the administrator's accumulated sick leave.

G. Family Leave:

1. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the Immediate family requiring the care or attendance of the employee, such allowance is to be charge against the current or accumulated sick leave. Such leave shall require the notification of their immediate supervisor who is not a member of the bargaining unit.
2. "**Family**" shall constitute members of the immediate family of an employee or spouse and for purposes of this regulation shall include parent, stepparent, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories.
3. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days sick leave for absences due to an illness/injury of their dependent child in accordance with Minnesota Statute §181.9413.

ARTICLE VIII

Insurance Premiums & Retirement Plan

Section 8.1: Upon retirement, or termination of employment, the per diem value of unused current and accumulated sick leave days of an eligible director shall be contributed to the employee's Health Care Savings Plan (HCSP) by the School District. An employee may use their Health Care Savings Plan (HCSP) funds to be reimbursed for allowable health related expenses in accordance with state and federal laws. There Is no cash option.

Section 8.2: Directors discharged for cause shall not be eligible for any remaining sick leave balance to be contributed to the Health Care Savings Plan (HCSP).

Section 8.3: The director must give written notice of retirement to the Superintendent or his/her designated representative prior to April 1 if not returning for the following school year, or three (3) months prior to

retirement if retiring during the school year, except In cases of emergency involving serious illness or other justifiable cause, a director may retire after such time limits with the approval of the Superintendent and shall be eligible for the Health Care Savings Plan (HCSP) contribution by the School District.

Section 8.4 - Supplemental Service Credit: Upon retirement or voluntary resignation, an eligible director shall receive credit for 2.5 days times the number of full or partial years of continuous service to the District. Partial years will be rounded up to the closest quarter year. The daily rate of pay will be the current annual base salary in the year of retirement/resignation plus any earned Incentive pay divided by two-hundred sixty (260). The Supplemental Service Credit will be contributed to the employee's Health Care Savings Plan (HCSP) by the School District.

ARTICLE IX **Payroll Deductions**

Section 9.1: Payroll deductions shall be made in accordance with the following schedule:

1. First payday of the month:
 - A. Federal & State Taxes
 - B. Annuities
 - C. Retirement (TRA)
 - D. Social Security
 - E. Fair-Share Fee
 - F. UnitedWay
 - G. Duluth Teacher's Credit Union
2. Second payday of the month:
 - A. Federal & State Taxes
 - B. Annuities
 - C. Retirement (TRA)
 - D. Social Security
 - E. Insurance Premiums
 - F. United Way
 - G. Duluth Teacher's Credit Union
3. Third payday of the month (where applicable):
 - A. Federal & State Taxes
 - B. Retirement (TRA)
 - C. Social Security

Section 9.2 - Special Provisions:

- A. All insurance premiums shall be paid in advance of the month in which they are due.

ARTICLE X **Paydays**

Section 10.1 - Paydays: All directors covered under this Agreement shall be paid every other Friday.

Twice-monthly Pay Schedule: Commencing July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employees will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

Section 10.2 - Method of Payment: The employer may pay directors in the bargaining unit by depositing in such banks, as the director shall designate the net salary or wages owed to such directors. If the director does not designate a bank, the School District will designate a bank or credit union for the director.

Section 10.3: Paydays for returning directors who have been absent during the preceding school year or for new directors on the administrative salary schedule hired from outside the school system and who begin work prior to the beginning of the teachers' school year calendar shall begin on the first payday following at least one (1) week's work for the School District.

ARTICLE XI **Personnel Files**

Section 11.1: A director shall have the right to inspect and to obtain copies of all evaluations and files within the School District and maintained at Administrative Offices as provided for **"teachers"** by Minnesota Statutes, Section 125.17, Subd. 12, and to submit for inclusion in the file written information in response to any such material.

Section 11.2: Identification or written authorization shall be required before access is given to any file.

Section 11.3: All evaluations of a director shall be reviewed with the director by the immediate supervisor prior to filing. The director shall be requested to sign the evaluation to indicate that he/she has reviewed the same and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and each director so evaluated shall be informed.

Section 11.4: Official grievances filed by any director under the grievance procedure shall not be placed in the personnel file of the director, nor shall a grievance become a part of any other file or record utilized for personnel assignments, nor shall it be used in any recommendations for personnel assignment.

Section 11.5: All materials received for inclusion in a personnel file shall be stamped with a date received for filing.

Section 11.6: A director shall be notified whenever material is placed in the personnel file, which is not of a normal or routine nature and does not contain the director's signature.

Section 11.7: Each individual personnel file shall have a form placed in it to be used whenever someone outside the Human Resources department inspects that file. It shall have space for the date, name, and reason for inspection.

ARTICLE XII **No Strike Clause**

The Education Directors Association and the directors covered under this Agreement agree that they will not call, engage in or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. In no event will the compensation for a director covered by this Agreement be halted or suspended due to strike or work stoppage by other School District employees, unless a director shall refuse or fail to perform work for the School District during the period of strike or work stoppage.

ARTICLE XIII
Term Of Agreement

Section 13.1: This Agreement shall be effective July 1, 2025, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2025 to June 30, 2027, inclusive, except as otherwise provided herein, and thereafter until a new collective bargaining agreement is negotiated and executed between the parties or bargaining rights are terminated by law for this bargaining unit.

Section 13.2: Except as otherwise agreed, not more than one-hundred twenty (120) days and not less than ninety (90) days prior to June 30, 2025, both parties shall present their proposals for changes in the Agreement and commence negotiations for a new agreement.

Section 13.3: This Agreement shall be effective upon acceptance by the directors covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.

Dated at Duluth, Minnesota this 21st day of October, 2025.

EDUCATION DIRECTORS ASSOCIATION

By: 
President

INDEPENDENT SCHOOL DISTRICT NO.709

By: 
Chairperson of the School Board

By: 
Clerk of the School Board

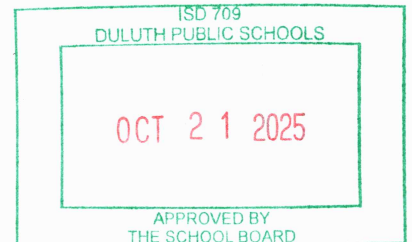
By: 
School District Negotiator

APPENDIX A

Education Directors Association Annual
Salary Schedule

<u>TITLE</u>	2025-2026	2026-2027
Director	\$156,000	\$160,290
Asst. Director	\$126,781	\$130,268

RESOLUTION
FOOD SERVICE EMPLOYEES



RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and Food Service Employees, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2025 to June 30, 2028, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

COLLECTIVE BARGAINING AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT #709
DULUTH, MINNESOTA

and

FOOD SERVICE EMPLOYEES

EFFECTIVE DATES

July 1, 2025

To

June 30, 2028

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AGREEMENT

Between AFSCME

Council 5

And

Independent School District No. 709
St. Louis County, Minnesota

THIS AGREEMENT, entered into by and between AFSCME Council 5, herein referred to as the "**Union**" and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, herein referred to as the "**School District**", and relating to terms and conditions of employment, including hours of employment, the compensation therefore including fringe benefits, and the employer's human resource policies affecting the working conditions of the employees.

NOW, THEREFORE, in consideration of the mutual promises and agreements between the parties contained herein the parties agree as follows:

ARTICLE 1

Union Recognition & Unit Description

The School District formally recognizes AFSCME Council 5 as the exclusive bargaining agent for all food service employees of the School District as are within the mutually agreed upon bargaining unit. The unit shall consist of all regular full and part-time food service personnel excluding supervisors and its clerical employees, part-time employees whose service does not exceed twelve and one half (12 ½) hours per week, or thirty-five percent (35%) of the normal work week, and employees who hold positions of a basically temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year.

The Union shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours, and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Union as exclusive bargaining agent, with any other organization or person, except as may be required by law.

ARTICLE 2

Management Rights

It is understood and agreed that the School District on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct, and control all School District functions in all particulars except as limited by the terms of this Agreement or by applicable federal and state law.

ARTICLE 3

Definitions

- A. The term "**School Board**" as used in these rules means the School Board of Independent School District No. 709, St. Louis County, Minnesota.
- B. The term "**School District**" as used in these rules means Independent School District No. 709, St. Louis County, Minnesota.
- C. "**Appointing Authority**" means the School Board or a staff officer delegated to perform those functions required of an appointing authority in these rules.
- D. "**Position**" means any office or place of employment in the classified service of the School District with duties and responsibilities calling for the full-time or part-time of one person in the performance and exercise thereof.
- E. "**Permanent Position**" means any position in the classified service of the School District which has required or which is likely to require the services of an incumbent without interruption for a period of more than sixty-seven (67) working days in any calendar year.
- F. "**Temporary Position**" means any position in the School District, which requires or is likely to require the services of

any incumbent for a period of sixty-seven (67) working days or less.

- G. **"Employee"** means a person who is legally an incumbent of a position in the classified service of the School District or who is on leave of absence according to these rules and whose position is held for him/her pending his/her return.
- H. **"Substitute Appointment"** means an appointment to fill a temporary vacancy in a permanent position caused by the temporary absence of the regular incumbent because of sickness, special leave of absence, military leave of absence, or other similar cause.
- I. **"Eligible"** means any person whose name is on a re-employment list for a given class.
- J. **"Class" or "Class of Positions"** means a group of positions established under these rules sufficiently similar in respect to the duties, responsibilities and authority thereof that the same descriptive title may be used to designate each position allocated to the class, that the same requirements as to education, experience, capacity, knowledge, proficiency, ability, and other qualifications should be required of the incumbents, that the same tests of fitness may be used to choose qualified employees, and that the same schedule of compensation can be made to apply with equity.
- K. **"Title," "Class Title" or "Classification Title"** means the designation given under these rules to a class, to each position allocated to the class, and to the incumbent of each position allocated to the class.
- L. **"Eligible List"** means a list of names of persons who have been found qualified for employment in positions in the classified service, including the names of persons on the re-employment lists as hereinafter defined.
- M. **"Re-employment List"** means a list of the names of persons arranged in the order provided by these rules who have occupied permanent positions allocated to any class in the classified service, who have been separated from the service, and who, in accordance with these rules, are entitled to have their names certified to appointing authorities when vacancies in the class are to be filled, ahead of those whose names are on the employment list for the class.
- N. The term **"Union" as** used in this contract shall mean AFSCME Council 5.

ARTICLE 4

Seniority

- A. District seniority shall consist of the total accumulated paid service of the employee in the bargaining unit. Classification seniority shall consist of the total accumulated paid service of the employee in a given classification and all higher classifications as provided for in Article 5.
- B. Time spent on paid sick leave, special leave authorized by the School Board and vacation shall count toward seniority. In the case of special leaves of absence over thirty (30) days, except military and maternity, the time spent on leaves shall not be counted.
- C. Any layoff because of lack of funds, work, or for other causes for which employees are not at fault, shall be made as provided by Article 9.
- D. Employees, as well as the employees' Union, shall be notified in writing of any contemplated layoff for the following school year prior to May 1 when possible.
- E. Seniority lists shall be maintained and brought up to date as of April 15 of each year, with a copy submitted to the Union.
- F. Permanent employees who are employed in a long-term substitute position in a higher classification will accrue seniority in the higher classification only if within a twelve (12) month period they are permanently hired into the higher classification. Permanent employees employed in a long-term substitute position in a higher classification will continue to accrue seniority in their former classification.
- G. Permanent employees who are employed in a long-term substitute position in their classification will continue to accrue seniority in that classification.
- H. For employees hired simultaneously on or after July 1, 2002, the order of seniority shall be determined by the final ranking documented on the Interview Record. The interviewee with the highest point total will be first on the seniority list followed by the interviewee with the second highest point total and so forth until all interviewees who have been offered and accepted employment have been listed. A list of the interviewees who have accepted employment and their final ranking for seniority purposes will be placed in the employee's personnel file.
- I. For employees hired simultaneously on or after July 1, 2005, the order of seniority shall be determined by their birth date. Where it is determined that two (2) or more persons in the class in which the action is to occur have the same seniority date, the break in the tie shall be determined as follows: First, the employee with the earliest school year birth month, second, the employee with the earliest birthday in that month, and; lastly, if still ties, by the flip of a coin. For purposes of this Section, July 1 will be considered the beginning of the school year.
- J. For employees hired simultaneously on or after July 1, 2025 - In implementing any section of this Agreement where an action governed by seniority is to occur, including, but not limited to layoff or reduction, and where it is determined that two (2) or more persons in the class in which the action is to occur have the same seniority date, a representative of human resources and a representative of the union (field representative or elected officer) will conduct a traditional lot draw to decide seniority order within 14 days of start date of each occasion.
- K.

ARTICLE 5

Vacancies, Transfers, Demotions, Promotions

- A. **Vacancy Defined.** A vacancy is a position expected to exceed sixty-seven (67) working days in a contract year.
- B. **Filling Of Vacancies That Occur During The School Year.** The District must fill all vacancies either by:
1. Posting and filling the vacancy through transfer, promotion, or demotion pursuant to Sections D and E of this Article; or
 2. Appointing a long-term substitute to fill the vacancy pursuant to Section F of this Article.
- C. **Filling Of Vacancies That Occur In The Summer.** Vacancies occurring after the May bid but before the beginning of the regular school year shall be posted and filled through transfer, promotion, or demotion, or from outside the unit as provided for in Sections D and E of this Article.
- D. **Posting Requirements.** Vacancies shall be posted within five (5) calendar days after it has been determined that a vacancy exists. The posting will run for a period of seven (7) calendar days. Postings will go up at 4:00 p.m. and will come down at 4:00 p.m. All postings shall be posted on the School District's website. In addition, Human Resources will notify employees on a weekly basis of all new job postings via email. The effective date of positions filled by transfer shall be within five (5) working days after the end of the posting period. The effective date of positions filled by promotion or through demotion shall be within thirty (30) calendar days after the end of the posting period. If these deadlines cannot be met, the Union shall be notified with the specific reasons provided therefore.
- E. **Filling A Vacancy Through Transfer, Demotion or Promotion.** Vacancies shall first be offered to transfer applicants, then to demotion applicants and then to promotion applicants. For the purpose of determining an applicant's transfer, demotion, or promotion status, the following ranking of job classifications is established:
- (1) Cafeteria Manager
 - (2) Cafeteria Helper II
 - (3) Cafeteria Helper I

The annual May bidding procedure is no longer in effect. Existing positions remain as assigned until a new opening occurs and is filled through established vacancy procedures.

1. **Transfers.** A transfer is the assignment of an employee from a position in one job classification to a position in the same job classification. The transfer of an employee shall be done according to classification seniority as defined in Article 4. Lateral transfers within a classification shall be offered upon the basis of seniority within the classification those requesting the same before an external posting will be made.
- Option. The administration may deny a transfer under this Article to not more than two (2) posted positions occurring between September 1 of one year and September 1 of the following year. This denial shall be called an "option". Options shall not accumulate from one year to the next. When the District exercises an option under this article, the employee affected and the union shall be notified.
2. **Demotions.** A demotion is the assignment of an employee from a position in one job classification to a position in a lower classification. A demotion may be either voluntary or involuntary.
- a. **Voluntary Demotion.** An employee may apply for voluntary demotion if the demoting employee has the experience to meet the minimum qualifications of the lower classification job as specified by the job description and has successfully completed a probationary period in that lower level. The classification seniority for an employee who voluntarily demotes shall consist only of the total accumulated paid service of the employee in the classification to which he/she voluntarily demotes.
- b. **Involuntary Demotion.** The appointing authority proposing the demotion of an employee shall make his/her recommendation in writing to the School Board, and shall supply the employee with a copy of such recommendation, and such recommendation shall give the future date on which the proposed demotion is to become effective, the class to which it is proposed to demote the employee, the new rate of pay, and any other information that the School Board may require, including the specific reasons why such demotion is for the good of the School District; provided, that the recommendation shall also advise the employee that he/she may grieve pursuant to Article 26 of this Agreement if he/she does not agree with the appointing authority's recommendation. The classification seniority for an employee, who is involuntarily demoted, except for reasons due to layoff, shall consist only of the total accumulated paid service of the employee in the classification to which he/she is involuntarily demoted.
3. **Promotions.** A promotion is the assignment of an employee from a position in one job classification to a

position in a higher job classification. Promotions shall be filled by interview.

- a. **Qualified Applications.** Applications for promotion shall be accepted from all bargaining unit employees who have the experience necessary to meet the minimum qualifications as specified in the job description. The three (3) qualified candidates with the greatest District seniority as defined in Article 4 shall be selected for interview. If any of those candidates are not interested in being interviewed, the next senior applicant will be selected to interview.
- b. **Interviews And Selection.** The District shall have the right to interview three (3) qualified candidates and shall fill the vacancy with one (1) of the three (3) candidates. If the selected candidate declines the position, the District may proceed to fill the position from within or from outside the unit without exercising an option as defined in (c) below. If there are not three (3) candidates from within the bargaining unit, the District may interview additional candidates from outside the unit to ensure a minimum of three (3) qualified candidates. When the District proceeds to consider applicants from outside the unit to fill a position, all current non-unit food service employees who express an interest to the Human Resources Department at the time of the vacancy will be forwarded to the screening process.
- c. **Options.** An option allows the District to deny a promotion under 3 (b) above. The number of options the District may exercise is limited to not more than ten percent (10%) of all posted positions occurring between September 1 of one year and August 31 of the following year. Options shall not accumulate from one year to the next year. The District may borrow three (3) options on September 1 of each year. When the administration exercises an option under this provision, the employees affected by the denial and the Union shall be so notified.

Should he/she desire to return to his/her former position within the ten (10) days, he/she shall not lose seniority in his/her former position. Should the school administration, within ten (10) days decide the promoted employee is incapable of performing the duties of the new position in a satisfactory manner, the employee shall be reassigned to his/her former position without loss of seniority. Leaves of absence, including sick leave and vacation days, will not be counted toward the ten (10) days. The ten (10) days referred to herein shall be included in an employee's probationary period in his/her newly promoted position of three (3) months.

- F. **Filling A Vacancy With A Long-Term Substitute.** Long-term substitutes may be hired to fill vacancies under the following circumstances:

1. To replace permanent staff on leaves of absence.

A person employed as a long-term substitute shall be a member of the bargaining unit, move through the wage schedule the same as a permanent employee and receive benefits in accordance with Article 25. If a long-term substitute is hired as a permanent employee that person will accrue seniority for all time worked in a long-term substitute assignment within the previous twenty-four (24) month period. No other earned benefits will be credited to the employee. The employee will be placed at the six (6) month step on the wage schedule only if they had been paid the six (6) month wage in a long-term substitute assignment in the same classification as the permanent position awarded.

Non-contract employees who were employed as long-term substitutes will be considered outside applicants when applying for contract positions.

- G. **Certification For Permanent Positions.** The cost of certification needed for all permanent positions to the extent required by law will be paid for by the District. The employee must be currently classified in the position requiring the certification.
- H. **Recruitment and Retention.** Employees hired on or after August 21, 2023 shall receive a \$250 stipend upon successful completion of their three (3) month probationary period, provided the probation is not extended. In addition, such employee shall receive an additional stipend of \$250 upon completion of 18 months of service.

ARTICLE 6

Union Security

- A. Upon receipt from the Union of its membership list, the School District shall arrange to deduct from each union member's wages the monthly union dues of such employee and shall remit the same to the appropriate Union representative or its assignee as may be properly designated.
- B. The employer shall deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union.

The employer shall remit any deductions made pursuant to this provision promptly to the Union together with an itemized

statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 7

No Strike Clause

The AFSCME Council 5 and the employees covered under this Agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement.

ARTICLE 8

Layoff

A. Layoff.

1. When it becomes necessary to reduce the number of employees in a given class through lack of funds or for other cause for which the employee is not at fault, temporary and provisional employees shall be the first to be laid off. Any further decrease of the number of employees shall be according to classification seniority accomplished first, by laying off the employee in the affected classification with the least classification seniority, or demoting him/her to a lower class, providing (a) he/she has classification seniority in the lower class and (b) the least senior employee in that class would have been laid off even if no reduction had been made in the higher class. When two (2) or more persons in the class in which the layoff or reduction is to be made have equal classification seniority, the order of layoff or reduction in such tie cases shall be determined by the total years of service with the School District, and if a tie still exists, by the employee with the earliest birthdate in a calendar year.

Classification seniority for employees who move to a lower classification due to a layoff situation shall include seniority earned in the lower classification and in all higher classifications.

Any person reduced under the provisions of this Section shall receive and choose to bid on positions in his or her former higher classification as if he/she had been actually so employed.

An employee about to be laid off pursuant to this Section shall be entitled to bump into an available open position for which the employee is qualified, at the same or lower pay grade.

2. The employee must have the physical fitness and ability to perform the duties of the lower position.
3. Demotions made in accordance with this Section are subject to Article 16.

B. Appointing Authority To Notify Employee Of Layoff. The appointing authority shall notify in writing the employee or employees to be laid off and shall forthwith transmit to Human Resources, the names of those so notified, and the Union.

C. Name Of Employee Laid Off To Be Replaced On Re-employment List. Human Resources shall enter on the appropriate re-employment or qualifying list the names of those eligible for re-employment and those who desire to be re-employed when vacancies occur.

ARTICLE 9

Suspensions

- A. Suspension.** The appointing authority and, in his/her absence, the officer acting in his/her place, may for disciplinary purposes suspend without pay any employee under supervision from the performance of his/her duties for one (1) or more periods aggregating not more than thirty (30) days in a calendar year on account of inefficiency, incompetency, misconduct, negligence, insubordination, disloyalty, or other sufficient cause.
- B. Employee To Be Notified Of Suspension.** In case the appointing authority or the officer acting in his/her place suspends any employee, he/she shall forthwith give written notice to the suspended employee stating the reason for the suspension and the duration thereof, and shall forthwith personally deliver such written notice to the employee or mail it to his/her last known address; he/she shall also forthwith send to the Union a copy of such notice sent to the employee. Such notice shall also advise the employee that he/she may grieve pursuant to Article 26 if he/she disagreed with the action of the appointing authority.

ARTICLE 10

Resignations

- A. **Resignations.** Any employee in the classified service who wishes to resign in good standing shall give the appointing authority written notice of at least two (2) weeks, unless the appointing authority consents to his/her leaving on shorter notice.
- B. **Resignations Without Notice.** If any employee resigns from the classified service without giving the required notice, the appointing authority shall enter that fact on his/her personnel file, and such failure to give the required notice may be considered sufficient reason for rejecting any future application from him/her for employment in the School District.
- C. **Resignations May Be Withdrawn.** Any employee who has resigned after giving proper notice may, within ten (10) days after termination of employment, and with the consent of the School Board and appointing authority, withdraw his/her resignation and be restored to the position vacated if it is still vacant or is filled by a temporary employee, and if it is not, he/she may, upon written request to the appointing authority, have his/her name placed on the re-employment list for the class.
- D. **Resignation May Be Presumed In Certain Cases.** Any employee who is absent from duty for three (3) consecutive business days without securing leave from his/her supervisor or without notifying him/her of the reason for his/her absence and the time when he/she expects to return, or who fails to notify the appointing authority of his/her readiness to resume his/her duties within five (5) work days after the expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as a resignation without notice. This presumption does not apply if the employee can demonstrate sufficient and good cause for the absence or failure to notify, particularly if the absence is related to a protected leave provided under state or federal law, or established District policy.

ARTICLE 11

Removals

- A. **Removal.** Except as provided in the next paragraph, any employee holding a position in the classified service who has completed the probation period prescribed in accordance with these rules may be removed only for cause that in no case may an employee be removed on account of his/her religious or political opinions or affiliations or for refusing to contribute to a political fund or to render political service.
- B. **Causes For Removal.** The following shall be sufficient cause for removal, though removals may be made for causes other than those enumerated:
 1. That the employee is incompetent or inefficient in the performance of his/her duties.
 2. That the employee has been wantonly careless or negligent in the performance of his/her duties.
 3. That the employee has been brutal in his/her treatment of public charges, fellow employees, or other persons.
 4. That the employee has been offensive in his/her conduct toward his/her fellow employees or the public.
 5. That the employee has some permanent or chronic physical or mental ailment or defect, which incapacitates him/her for the proper performance of his/her duties.
 6. That the employee has failed to follow reasonable direction given to him/her by his/her supervisor when such violation or failure amounts to insubordination or serious breach of discipline which may reasonably be expected to result in a lower morale in the organization or to result in loss, inconvenience, or injury to the District or to the public.
 7. That the employee has been convicted of a criminal offense.
 8. That the employee, through negligence or willful conduct, has caused damage to public property or waste of public supplies.
 9. Employee's job performance is impaired due to his/her tardiness or absence from work.
 10. That the employee removed public or personal property from his/her place of employment without the owner or supervisor's approval.
 11. That the employee knowingly falsified any record or report required or authorized to be kept by the School District; or knowingly made a false statement, or misrepresented or concealed any material fact, or deceived or committed any fraud in any application for employment with the School District.
- C. **Who May File Removal Charges.** The appointing authority may file written charges, in duplicate, for the removal of any employee in the classified service; provided that the appointing authority shall file charges against any employee in the classified service whose service ratings, as determined by the reports of the rating officers or by investigation are unsatisfactory and provided further, that the appointing authority may suspend without pay the employee against whom charges are filed, pending resolution of the matter through the grievance procedure of this Agreement should the employee file a grievance.
- D. **Charges To State Grounds For Removal.** Any charges filed against any employee shall state specifically the cause or causes enumerated in this rule or other cause considered sufficient to constitute grounds for removal, and in addition, the specific act or acts of the employee constituting such cause; provided, that in no case shall such vague and indefinite charges as "for the good of the School District" be considered reason for removal.
- E. **Appointing Authority To Mail Notice Of Charges To Employee.** Upon receiving any charges, Human Resources shall forthwith mail one (1) copy by registered mail to the last known address of the employee against whom the charges are brought. Such notice shall also advise the employee that he/she may grieve the matter pursuant to Article 26 of this

Agreement if he/she does not agree with the action of the appointing authority.

- F. **Removed Employee Not Eligible To Compete For Future Employment.** Unless otherwise determined by arbitration or the appointing authority, no employee who has been removed from the classified service in the manner enumerated in these rules shall be allowed to compete in any future employment within the School District.

ARTICLE 12

Leaves Of Absence

Accrual of Sick Leave. Employees assigned to a thirty-eight (38) week or less contract, shall be granted sick and safe leave at the rate of accumulation of 0.074042 hours of sick pay for each hour on District paid status (or lost time paid by the Union). This includes all hours worked during regular assignments, summer assignments, and special events. with a maximum of .592336 hours of sick leave for each scheduled day worked, accumulative to a maximum of two hundred fifty (250) times (effective July 1, 2023) the scheduled number of hours worked per day., Prorated monthly sick leave and accumulation shall be provided employees working less than full time who qualify herein. Accrual of sick leave shall begin on an employee's first day of employment, and accrued leave may be used as it is earned. **b. Notification and Approval:** To obtain approval for use of sick and safe leave, employees must notify their supervisors as soon as possible, but no later than the time they are scheduled to report for duty. Employees will obtain prior approval for the purpose of medical, dental, optical examinations or treatments, except where an emergency precluded prior notice and approval. (See Article 19, Insurance and Hospitalization Coverage regarding requirements for continuous insurance and hospitalization coverage.)

c. Permitted Uses of Leave and Family Definition: Employees are allowed to use accrued sick and safe leave for all purposes and for all "family members" as defined by Minnesota Statutes §§ 181.9445 to 181.9448, concerning earned sick and safe time, and any applicable local ordinances, whichever provides more favorable benefits to the employee. This includes, but is not limited to, absences due to the employee's own illness, injury, or health condition, or for the care of a covered family member, as well as absences for reasons related to domestic abuse, sexual assault, stalking, or public health emergencies.

d. Documentation: The School District may require reasonable documentation for leave use only when an absence exceeds three (3) consecutive scheduled workdays, as consistent with Minnesota Statute and applicable federal law. Such documentation shall not require disclosure of details. The School District may require documentation only under the guidelines of Minnesota Statutes §§ 181.9445 through 181.9448 and applicable federal law or if there is a suspicion of abuse of leave.

Death In Family. Full pay for absences not to exceed three (3) days for a death locally and five (5) days if the funeral is held more than one hundred fifty (150) miles from the city of Duluth, shall be granted to eligible persons covered by this Agreement, to attend a funeral in their immediate family. This leave shall be deducted from sick leave.

1. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
2. Definition of "***family***" under "***death in family***" shall constitute members of the immediate family which for purposes of this Section shall include spouse, father, mother, brother, sister, child, (biological, step, adopted, legal guardian or foster), grandparent, grandchild in-laws aunts, uncles, and nieces/nephews. This shall also apply to domestic partners as defined by the City of Duluth Legislative Code, Chapter 290, Section 2901 through 5.

No employee, unless officially assigned to special duty shall be granted sick leave for any injuries or illness resulting from any gainful employment on the job other than his/her regular School Board employment. Any employee removed from the payroll because he/she has used all accumulated vacation and sick leave shall be considered to be on leave not to exceed one year and shall be reinstated in his/her position upon filing with the appointing authority a certificate of physical fitness to perform the duties of his/her position, signed by a doctor who shall be chosen and compensated by the School Board.

- B. **Former Employee May Have Sick Leave Reinstated.** A former employee in the classified service of the School Board, who is reinstated under Article 11 to a position in the classified service, shall have his/her previously accumulated and unused balance of sick leave reinstated and placed to his/her credit.
- C. **The Appointing Authority Shall Require Certificate Of Sick Leave.** If an employee is absent from duty because of personal illness for more than three (3) consecutive days, or absent the day before and/or the day after a holiday because of personal illness, it will be necessary for him/her to file a certificate of illness from a reputable physician, osteopath, chiropractor, dental surgeon, or Christian Science practitioner. In lieu of a medical certificate, when such certificate would normally be required, the employee's signed statement explaining the nature of his/her illness may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians or remoteness of locality. If an employee is believed to be abusing sick leave privileges, he/she shall be advised that because of his/her questionable sick leave record, a medical certificate may be required for each subsequent absence of sick leave,

whether or not such absence exceeds three (3) days; failure to furnish such written explanation shall preclude such employee from being allowed such absence as sick leave.

- D. **Personal Leave.** All employees within the bargaining unit may take two (2) paid personal leave days per year at a time approved by the employee's supervisor and agreeable with the employee. The days will not be deducted from the employee's sick leave balance, and may be used on non-contract days during the contract year.
- E. **Special Leave Of Absence.** Any employee holding a position in the classified service who is mentally or physically incapacitated to perform his/her duties or who desires to engage in a course of study such as will increase his/her usefulness on his/her return to the classified service, or who for any reason considered good by the appointing authority desires to secure leave from his/her regular duties, may, on written request approved by the appointing authority and the School Board, be granted special leave of absence without pay for a period not exceeding one (1) year, which leave may be extended up to one (1) additional year.
- F. **Special Leave To Be In Writing.** Any employee asking for special leave without pay shall submit, on forms prescribed by the School District, his/her request for special leave stating the reason the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return. **A maximum of five (5) days of leave without pay will be granted per school year, unless pre-approved by the Superintendent or designee. No leave without pay will be approved unless prior notice has been given.**
- G. **Special Leave Of Absence (Parental).** Parental Leave: Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, parental leave shall be granted to the end of the school year.

In order to be eligible for parental leave, the employee must request the parental leave in writing to Human Resources at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave. Any leave taken under this section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District.

- H. **Special Leave Of Absence (FMLA).** Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act policy, which policy shall be in compliance with the Family and Medical Leave Act.
- I. **School Board To Determine Status Of Employee On Return.** For each separate case of special leave without pay, the School Board, shall at the time it approves the leave, determine whether the employee granted such leave shall be entitled to his/her former position on his/her return from such leave or whether his/her name shall be placed on the re-employment list for the class. Employees are normally reinstated to their original position where the leave is mandated by state statute.
- J. **Military Leave Of Absence.** Any employee while holding a permanent position in the classified service of the School Board, who shall become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, shall be granted a leave of absence without pay for the term of said military service and shall, upon receiving a discharge from such military service, be reinstated to said position.
1. **Reinstatement Of Employee On Military Leave Of Absence.** Reinstatement of any employee on military leave of absence shall be at the same salary which he/she would have received had he/she not taken such leave and shall be upon the following conditions:
- That the position has not been abolished;
 - That the employee is not physically or mentally disabled from performing the duties of such position;
 - That the draftee or enlistee makes written application for reinstatement to the appointing authority within ninety (90) days after termination of service and the employee assigned to training duty makes application for

reinstatement within forty-five (45) days;

- d. That he/she submits to the appointing authority an honorable discharge or other form of release by proper authority indicating that his/her military or naval service was satisfactory.

Upon reinstatement of any employee who has been on military leave of absence, said employee shall have such rights as provided in federal and state laws and regulations.

- 2. **Employee On Probation May Receive Military Leave Of Absence.** Any employee who has been appointed to a permanent position in the classified service of the School Board who, subsequent to September 16, 1940, shall have become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, who has not served the required probationary period for said position at the time of becoming a member of said armed forces shall, with the approval of the appointing authority and the School Board, at the date that he/she becomes a member of the armed forces of the United States, be considered to have completed said probationary period and shall thereafter have full status as though a full probationary period had been served and shall be granted a military leave of absence in accordance with the rules set out herein and shall, upon completion of such military service, if he/she is physically and mentally able to perform the duties of the position, be reinstated to the position which he/she held at the time of becoming a member of said armed forces in accordance with the rules herein before set out.
- 3. **Military Leave of Absence With Pay Up To Fifteen (15) Calendar Days Per Year As Required By Minnesota Statutes, Section 192.26 Or Any Act Amendatory Thereof.** Where possible, all military leave with pay shall be taken while the employee is not working, and no employee under this Agreement shall request of the military unit to which he/she is assigned, or the commander thereof, that he/she be assigned or authorized military duty for which he/she would be entitled to leave with pay from the School District during the time the employee is working.

- K. **Union Leave.** Upon the written request of the Union, leave shall be granted to employees who are elected or appointed by the Union to serve on a Union negotiating team. Local Union Stewards, Local Union Officers, Union Officers or other employees who may be elected or appointed by the Union or Local Union to perform duties for the exclusive representative shall be granted time off, provided that the granting of such time off does not adversely affect the operations of the employee's department or agency. Upon the written request of the Union, leave shall be granted to employees who are appointed fulltime representatives of the Union. Annually, the Appointing Authority may request the Union to confirm the employee's continuation on Union leave. Leave time for service on a Union Master Negotiating Team/Assembly, supplemental negotiations, Agency meet and confers and attendance at meet and confers established by this Agreement shall be considered as paid leave for purposes of vacation leave and sick leave accrual. Leave time for service on a Union Master Negotiating Team and attendance at meet and confers established by the Agreement shall also be considered as paid leave for purposes of eligibility for holiday pay.

- L. **Jury Duty.**

- 1. When an employee is selected for jury duty, upon prompt notification to his/her supervisor, he/she shall be released from his/her regular assignment for such duty on those days the employee is directed by the court to report for duty.

- M. The employee will receive his/her regular contractual salary while on jury duty. Any other reason for which the granting of a leave of absence is required by law.
- N. Any employee on leave of absence may, if he/she so elects remain in the School District's hospitalization group up to a maximum of one (1) year, provided he/she pays all the premiums quarterly in advance to the School District.

ARTICLE 14

Probation

- A. **Probationary Period.** Any person appointed to a position in the classified service after certification from an eligible list shall be on probation for a period of three (3) months provided they have received a passing review, unless a different period is specified in the job specifications of such tests; provided, that if any employee has been laid off or demoted without fault on his/her part, and has completed his/her probationary period and is appointed to a position in the same class or another class in which he/she has previously served a probationary period, he/she shall not be required to serve a second probationary period; provided further, that if an employee is laid off or demoted without fault on his/her part during the probationary period, and is appointed to a position in the same class from which he/she is laid off or demoted, the probationary period already served shall be carried over to the new appointment.
- B. **Rejection On Probation.** The appointing authority may at any time before the expiration of the probationary period fixed according to these rules reject for cause any person appointed to a position as the result of certification; provided, that the appointing authority shall forthwith report to Human Resources in writing each rejection on probation, stating the date the rejection becomes effective and the reasons for the rejection. During the probationary period the District shall have the

unqualified right to suspend without pay, terminate or otherwise discipline such employee. Additionally, during the probationary period the employee shall have no recourse to the grievance procedure insofar as suspension, termination or other discipline is concerned. If the appointing authority is not satisfied that a probationer's work or attitude is sufficiently satisfactory to warrant his/her recommending that the employee be granted permanent status, he/she may recommend extension of the employee's probationary period for a specified period of time not to exceed six (6) months. A recommendation for an extension of the probationary period must be submitted in writing to the employee and Human Resources at least fifteen (15) days before the date the employee's probationary status expires.

- C. **Name Of Rejected Probationer May Be Placed On Re-Employment List.** Any probationer rejected as provided in the preceding section shall be considered permanently separated from the position he/she has held; provided, that an employee promoted and then rejected during the probationary period shall have the right to assume the position from which he/she was promoted if it is not occupied by a permanent employee, and that in case he/she is not restored to his/her former position, Human Resources shall place his/her name on the re-employment list for the class from which he/she was promoted and upon the re-employment list of all lower classes in the same series.
- D. **Appointing Authority To Notify Human Resources Of Probationer's Work.** Within ten (10) workdays preceding the end of the probationary period, the appointing authority shall report to Human Resources in writing whether in his/her opinion the employee's work has been such as to indicate that he/she is able and willing to perform his/her duties in a satisfactory manner.

ARTICLE 15

Re-Employment Rights

- A. **Re-Employment List.** The name of any person holding a permanent position in the classified service who has performed his/her duties satisfactorily and has been laid off without fault on his/her part, or of any person on probation who has performed his/her duties satisfactorily and has been laid off without fault on his/her part shall be placed on the re-employment list for the appropriate class; or whenever any person has taken leave of absence and is ready to return to duty when a position in the class is open, or has resigned in good standing and, with the consent of the appointing authority and of the School Board has withdrawn his/her resignation, and who has not been restored to his/her position.
- B. **Arrangement Of Names On Re-employment List.** The names shall be arranged on the re-employment list for each class in the order of their seniority in that and higher classes in the same series, provided, that after a period of two (2) years any name shall be removed from the re-employment list for the class and the person notified of such action unless the period is further extended by the School Board; provided further, that the appointing authority may remove from any re-employment list the name of any person who, without giving a satisfactory reason, refuses to accept an appointment offered him/her.
- C. Persons who are on the re-employment list shall be re-employed ahead of employees from outside the bargaining unit, provided they satisfy the requirements of A and B of this Article.

ARTICLE 16

Classifications

- A. The Union and the Employer agree that there shall be established job classifications as provided in Addendum "A". In the event a new or modified job specification or new title is proposed, the pay rate for said modified position or new title, if any, shall be set by negotiation between the Employer and the Union.
- B. **New Classified Positions.** The Employer will classify the position, develop a job description, provide a copy of the job description to the Union and notify the Union in writing of the appropriate classification and the rationale for the decision. If, after discussing the matter, the Union does not concur, the Union may exercise the grievance process as outlined in Article 26 of the Collective Bargaining Agreement.
- C. **Reclassified Positions.**
 - 1. The Employer will initially audit the position, provide the Union with an updated copy of the job description and notify the Union in writing of appropriate classification and the rationale for the decision. If the Union is not satisfied, the Union may exercise the grievance process as outlined in Article 26 of the Collective Bargaining Agreement.
 - 2. The Union shall have the right to initiate an audit in accordance with Section 1 above.
- D. The School District shall furnish the Union with a copy of all job descriptions.

ARTICLE 17

Holidays

A. All Food Service employees in the bargaining unit shall receive the following as paid holidays:

Labor Day
Thanksgiving and the day after Thanksgiving
Christmas
New Year's Day
Martin Luther King Jr. Day
Spring Break week (five (5) days paid)
Memorial Day, the last Monday in May

In the event that during the term of this Agreement any of such days shall be days with school in session, the employees shall work such days without holiday pay and an equivalent number of paid holidays shall be designated by mutual agreement of the Union and the School District.

- B. Any employee required to work on any of the aforementioned paid holidays, shall be compensated at time and one-half.
- C. Food Service employees in the bargaining unit working during summer school session and working the scheduled day before and the next scheduled working day after Juneteenth and/or July 4 shall receive Juneteenth and/or July 4 as a paid holiday, except that when such day falls on Saturday, the preceding day shall be a paid holiday instead, and when such falls on Sunday, the following day shall be a paid holiday instead.
- D. Eligibility. All employees must have worked on his/her last regularly scheduled day of work immediately preceding a holiday and worked his/her regularly scheduled day of work immediately following the holiday. Regularly scheduled days shall include vacation, jury duty, paid bereavement days, paid sick days or be on an authorized paid leave in order to be eligible for holiday pay.

ARTICLE 19

Overtime

Any Food Service employee in the bargaining unit required to work over forty (40) hours per week or on Saturday or Sunday shall be paid at time and one-half for such hours over forty (40) hours per week and such hours worked on Saturdays or Sundays.

ARTICLE 20

School Closings

Up to five (5) non-accumulative days per year shall be paid, provided lunch is scheduled to be served, when the individual school to which an employee of this bargaining unit is assigned is closed due to snow or emergency. Up to an additional three (3) non-accumulative sick days can be used per year, provided lunch is scheduled to be served when the individual school to which an employee of this bargaining unit is assigned is closed due to snow or emergency. These days will be deducted from employee's accumulated sick leave.

ARTICLE 21

Pay Periods, Direct Deposit And Rates Of Pay

- A. Employees shall be paid bi-weekly. The School District may pay such employees in the bargaining unit as it shall designate by depositing in such banks or credit unions as the employee shall designate, the net salary or wages owing to such employees.
- B. Twice-monthly Pay Schedule: Commencing July 1, 2023 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employee will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.
- C. Rates Of Pay.
1. Wage rates and step procedures shall be paid all employees as per Addendum "A".
 2. In an attempt to develop an equitable method of allotting hours of work to the various Food Service locations, the

Union and School District agree to implement the following:

- a. The hours allowed during the regular school year shall be set for each location by the first Monday of May of each year.
 - b. .
 3. The method referred to in item 2 above for determining hours of work at each location shall not apply to a location if the hours worked at the location(s) are modified by the Supervisor of Food Service due to any of the following reasons. Prior to modifying the hours worked pursuant to this sub-section, the School District shall afford the Union the opportunity to meet and confer pursuant to Minnesota Statute 179A.03, Subd. 10.
 - a. School closings or enrollment changes due to emergency
 - b. Closing of a kitchen(s), change in food preparation technology or change in location due to program alterations.
 - c. Other variables, which are undetermined at the time.
 4. Any employee taking a higher class of position on a temporary basis shall receive the higher rate of pay of the person whose position he/she is taking regardless of duration, with the pay differential granted to the employee upon commencement of the duties.
 5. When requested by the Food Service Supervisor to address staffing needs, Food Service employees may be temporarily assigned to another District location. Employees assigned to such positions will receive an additional \$.50 per hour for all hours served in the temporarily assigned position. The Food Service Supervisor will determine the selection for reassignment, prioritizing factors such as schedule availability to meet the specific needs of the assignment.
 6. This schedule is in compliance with the minimum wage requirements of the Federal Fair Labor Standards Act applicable to non-professional school employees. In no case shall any employee receive less than that required for non-professional school employees under the provisions of the Federal and State Fair Labor Standards Acts, but this shall not affect the other rates provided herein.
 7. Employees of this bargaining unit shall be allowed a free lunch on those days in which lunch is served. Food items chosen for the employee's lunch are not to exceed the adult meal price and must go through the student employee meal account system. The meal must be consumed in the school cafeteria. Additional food items above the cost of an adult meal price may be purchased with the employee's own money.
 8. All employees will work only on those days school is in session and lunch is served or as required by the Supervisor of Food Service, unless otherwise provided for in the Agreement.
 9. An employee shall not have his/her hours reduced below that established on June 1 of each year except for the reasons provided in item 3 of this Article. An employee whose hours are reduced during the school year below the hours established on June 1, for reasons provided in item 3 can be required to accept an assignment to an open position as directed by the District for the remainder of the school year. The employee shall be guaranteed the same hours and pay rate for the remainder of the school year. If the employee refuses the assignment, they shall be laid off. If no open assignment exists the employee shall be allowed to bump.

An increase of hours over the hours established on June 1 or decrease in hours to not less than those hours established on June 1 during the school year shall be assigned within the affected building, with seniority and service needs being the determining factors.
- D. ***Call Back (Special Events).*** When a special event or call back time is required in a school, the type of work to be done (classification) shall be determined by the Supervisor of Food Service. The Manager/Satellite Manager at the school, if qualified to perform the required tasks in the specified classification, will be asked first. He/she must accept the work at the rate of pay for the classification assigned to the job. If the Manager/Satellite Manager declines the offer, the work shall be assigned to the most senior qualified bargaining unit employee at that school site. If these school site employees decline the opportunity, the supervisor shall then assign the work based on the District wide seniority list and qualifications to all other bargaining unit employees starting at the top of the District wide seniority list and working down. Employees will be paid for the call back time at the regular rate of pay for that classification.
- E. **Outside School Catering Wage Premium:** Cafeteria Managers at sites designated by the District to regularly prepare and cater to outside schools or non-district entities shall receive a wage premium based on the average number of daily outsourced meals. This premium will be added to the employee's regular hourly wage for all hours worked at that location, as defined in Addendum A-1. The tiered premium structure is as follows:
- \$1.00 per hour for sites outsourcing an average of up to 100 meals daily.
 - \$1.50 per hour for sites outsourcing an average of over 100 meals daily.

The determination of a site's average daily outsourced meals will be conducted annually by the Food Service Supervisor, and the appropriate premium will be applied for the duration of the school year. The District will maintain a list of qualifying sites and their assigned premium tier.

Mileage. Employees who are required to use their personal vehicle for District business shall be reimbursed at the Internal Revenue Service established standard business rate, for all miles driven in District service.

ARTICLE 22

Summer Employment And Practices

Summer workers will be chosen as follows:

- A. **Summer Bid Sheets.** All employees shall receive a single bid sheet (as soon as needs are known) that contains all summer positions available. Each District site is to employ at least one (1) certified employee to the extent required by law. Upon receipt of the bidding notice, employees shall complete the forms and return them to the contract administrator. All employees shall list in numerical order their preferences for assignment for the summer food program. For those employees who will not accept a certain position, there shall be provided an appropriate blank to the left of the position to initial to verify the employee's intent. The Union shall have access to copies of all bids and shall be notified in writing of any employee who is faced with the option procedure.
- B. **Summer Assignments.** Summer bid positions will be assigned according to District seniority. Employees submitting bid requests will be arranged in descending order according to District seniority and shall be assigned their highest choice possible based on seniority and the remaining positions at the time of their assignment.
- C. **Summer Employment In Higher Classifications.** Contract language governing promotions and vacant positions is unambiguous and is still in force. Employees have no seniority rights to positions above their classification level. However, they may be assigned these positions at management's discretion.
- D. **Summer Pay.** Employees working the summer food program shall be paid the rate as identified in the appropriate classification, taking into account the years of seniority.

ARTICLE 23

Insurance And Hospitalization Coverage

- A. **Health Insurance.** The School District will make available to each Food Service employee within the bargaining unit the same group hospitalization coverage for employees and dependents as is or are available to the Teachers' Bargaining Unit.
In the event an alternative health insurance program is offered to employees of this bargaining unit, the District's financial contributions to such an alternative program shall not exceed that which is already provided herein or differ in terms of eligibility requirements from that already agreed to herein.
- B. **Insurance Eligibility.** An employee must work four (4) consecutive weeks or twenty (20) consecutive working days (except in the month of September of each year, three (3) consecutive weeks or fifteen (15) consecutive working days) in a position requiring twenty-four (24) or more hours per week, and notify the Human Resources Department of their desire to obtain benefits, in order to become eligible for benefits under this Article. Employees electing to assume a position requiring less than twenty-four (24) hours per week shall lose benefits under this Article at the conclusion of the month in which the reduction in hours takes place.
- C. **Retiree Benefits.** Employees meeting the eligibility requirements of Minnesota Statute 471.61, Subd. 2b shall be allowed to continue the group hospital, medical and dental coverage by paying the full regular premiums in advance to the School District. The employee may continue such coverage indefinitely, subject to the conditions and requirements of Minnesota Statute 471.61, Subd. 2b.
 1. **Eligibility.** Eligible employees shall receive a contribution of unused sick leave benefits as defined below to a Health Care Savings Plan (HCSP). To be eligible to receive the Health Care Savings Plan benefits, an employee must be immediately eligible for a Minnesota pension plan at separation of service.
 2. **Maximum Days.** The number of unused and accumulated sick leave days up to a maximum of two hundred (200) times the scheduled number of hours worked per day, times the hourly rate in effect at the time of retirement.,
 3. **Discount Calculation.** The amount of unused sick leave multiplied by the employee's daily rate of pay (DRP) excluding over time, will be discounted by 3.5%. The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.
 4. **Participation in the District Health Plan.** Retired employees will be allowed to participate in the District's group health and dental plans at their own expense pursuant to applicable State and Federal laws. Monthly premiums will be paid one month in advance to the School District.

It shall be the responsibility of the retired members to notify the Duluth School District in writing if they wish to cancel coverage.

A HCSP is an individual tax-free account to be used for reimbursement of post-employment medical expenses incurred by an employee, employee's spouse, legal tax dependents and children up to their 25th birthday. The HCSP

is administered by the Minnesota State Retirement System (MSRS) and the utilization of the HCSP is governed by MSRS Plan policy.

- D. **Long-Term Disability Insurance.** The School District shall provide a long-term disability (LTD) income protection plan. This plan shall be continued in effect for employees with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or improved level as the plan in effect of the date of this Agreement. Each employee may at his/her option elect to have the payments added to his/her taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment to be effective for the next calendar year.
- E. **Life Insurance.** Group term life insurance in the face amount \$50,000 will be provided for each employee off the unit at no cost to the employee. Optional supplemental group life and AD&D benefits in the amount of \$100,000 can be purchased in \$10,000 increments and dependent life insurance will be made available at the employee's cost. (An employee can apply for the supplemental life insurance at Open Enrollment.)
- F. **Dental Insurance.** The School District shall provide for each employee, single dental insurance coverage as provided for in the Teachers' Bargaining Unit.
- G. **Insurance Coverage Over The Summer.** Group Health, Life, Dental, and Long-Term Disability coverage shall be maintained for eligible employees of this bargaining unit during periods when school is not in session.
- H. The School District will continue to provide the employees the ability to contribute to a 403(b) Plan.

ARTICLE 24

Grievance Procedure

The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement. Grievances concerning the interpretation or application of Civil Service Rules shall first be brought to the attention of the Supervisor of Food Service of the School District and then directed to the Civil Service Board for consideration. The School District and Union agree that the proceedings under this grievance procedure shall be kept as informal and confidential as may be appropriate at any level of the procedure.

A. Definitions.

1. A "grievance" is an action instituted under this article by an aggrieved employee or the Union in the belief that there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents, or contractors.
2. The aggrieved employee is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.
3. The term "days" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or legal holiday, the next calendar day which is not a Saturday, Sunday, or legal holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

B. Representation Rights.

1. The School District shall be a party to all grievances at all steps and may be represented by its designated representative.
2. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including a Union representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings and accept that the Union shall be his/her designated representative in binding arbitration. The Union shall be notified and a representative of the Union may be present and express his/her views at all steps of this grievance procedure.

Step 1 - The aggrieved employee shall present his/her grievance within twenty (20) days of the time the employee knew or should have known of the act, event, or default of the School District, School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement. The aggrieved employee shall file his/her grievance in writing with the Supervisor of Food Service of the School District, and which writing shall state the nature and date of the violation to the best of the aggrieved employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied, or misinterpreted, and the relief or action sought by the aggrieved employee. The Supervisor of Food Service or his/her designee

shall immediately set a hearing date within five (5) days of filing and notify the Union and aggrieved employee. A decision in writing by the Supervisor of Food Service or his/her designee shall be rendered within five (5) days of the hearing and communicated to the aggrieved employee, the Union, and the Superintendent of Schools. Appeal from this decision shall be taken by the aggrieved employee within five (5) days of the communication of the decision to him/her.

Step II - In the event the aggrieved employee is not satisfied with the decision at Step I, or at the option of the Superintendent of Schools, the Superintendent of Schools shall set a hearing within five (5) days of the filing of an appeal with him/her by the aggrieved employee, or within five (5) days of communication to him/her (the Superintendent of Schools) of the decision at Step I, and shall so notify the aggrieved employee and the Union. The Superintendent or his/her designee shall then proceed to such hearing and notify the aggrieved employee and the Union of his/her decision in writing within ten (10) days of the hearing.

- C. **Arbitration.** The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21, Subd. 2. Upon receipt of such list, and within five (5) days thereafter, the Union and the School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin, unless School District and Union can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of his/her selection. His/her written decision shall state the facts and Articles of the Agreement on which his/her decision relies, shall include his/her conclusions and the relief to be given, if any, and shall be final and binding on the Union and School District.

The arbitrator shall first proceed to the question of the arbitrability of the grievance if such issue is raised by the School District, and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which required the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he have authority to determine whether any of the provisions of this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration, including the taking of a verbatim report, but each of them (the School District and Union) shall pay the cost of their own witnesses, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceeding it shall request from the arbitrator. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

D. **Miscellaneous Provisions.**

1. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event, or default of the School District, School Board, its employees, agents or contractors is alleged to have violated, misapplied, or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the School District or appropriate hearing officer may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement at any step of the grievance procedure and shall so notify the Union.
2. The time limits specified herein may be waived or extended by mutual agreement of the parties and notice to the Union if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
3. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
4. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. In the case of an event, act, or default which is of a continuing nature, the employee and Union shall waive their rights to any relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.

5. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
6. All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Supervisor of Food Service shall first authorize any hearings at Step I during work hours.
7. Any decision which is mailed shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States within the time period specified in this procedure.

ARTICLE 26

Renewal

- A. This Agreement shall continue and remain in full force and effect until June 30, 2028, and from year to year thereafter unless either party hereto shall give written notice to the other on or before sixty (60) days prior to July 1, 2028, of such party's desire to inaugurate collective bargaining discussions over changes of any one or more Articles of this Agreement.
- B. It is agreed that notice and substance of changes and the language desired shall be mailed to the concerned parties ninety (90) days prior to renewal date.
- C. It is agreed that in carrying out the terms and conditions of this Agreement, neither party will discriminate for or against any person because of race, color, creed, national origin, sex, religion, age, or physical impairment to the extent prohibited by law.
- D. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that such matters were intentionally omitted from the Agreement and are not subject to future negotiation until the termination of the Agreement as provided herein.

ARTICLE 27

Professional Development

Participation in the Food Service Professional Development program is required for all members of the bargaining unit of this agreement. All employees of the bargaining unit shall be offered at least three (3) days of job appropriate in-service training to be offered based on the training calendar. These training days shall be considered the employee's regular working hours, based on the employee's standard daily shift length. An employee shall be paid their regular rate of pay for all hours of in-service training attended, even if the training lasts longer than the employee's regularly scheduled day. During student contact days, if the in-service training is less than an employee's regularly scheduled number of hours, such employee shall return to work and be paid up to the employee's regular number of hours. By the last Monday of the current school year, a work calendar, including a schedule of training dates for the following school year will be provided by the District to all Food Service employees. All employees should refer to the calendar for required work and training dates.

Additional Voluntary Training

Food Service employees who participate in voluntary online training will be compensated at their regular hourly rate of pay for up to a maximum of 16 hours; and compensation for these hours shall not include any form of overtime pay, regardless of the food service employee's total weekly hours;

Food Service employees are eligible to receive the online training compensation if the following criteria is met:

1. All voluntary training sessions must be pre-approved by the District; and paraprofessionals must either choose an online training that is on the pre-approval list, or seek approval from their supervisor prior to commencing the online training to ensure eligibility for compensation;
2. All voluntary training sessions must be completed between the start of the school year and by April 30; and not during regular working hours;

3. Employees are required to submit certificates of completion, for each online training session, indicating the hours of training, to the Human Resources Offices or emailed to humanresources@isd709.org no later than May 1;
4. Employees who do not meet the requirements set forth above are not eligible for the additional online training compensation.

In recognition of professional development, any employee in the Cafeteria Helper I position who obtains and maintains a current and valid SERV Safe Food Manager certificate shall be entitled to a premium of fifty cents (\$0.50) per hour added to their base wage. This wage increase will take effect on the first full pay period following the date the employee presents a valid certificate to management and will be discontinued if the certification is not renewed prior to its expiration.

ARTICLE 28

Labor Management Committee

A Labor Management Committee shall be established. The Committee will meet at least three times each year.

ARTICLE 29

Access to Premises

Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the employee during their scheduled working hours. Union representatives must sign in at the office of the building, which they are in. No employee shall be required to meet with the union representative.

ARTICLE 30

Savings Clause

This Agreement is subject to the laws of the State of Minnesota and at any time any provision is in conflict and held to be contrary to law by a court of competent jurisdiction from which final judgment of decree no appeal has been taken within the time provided; such provision shall be void and inoperative. All other provisions shall continue in force and effect.

Term of Agreement

This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota and remain in effect until June 30, 2023.

Dated in Duluth, Minnesota on the day of 21st of October 2025.

AFSCME Council 5

By: _____
Field Representative

By: _____
Field Director

By: _____
Local 66 President

Independent School District No. 709

By: *K. K. K.*
Chairperson, School Board

By: *Sarah Mitchell*
Clerk, School Board

709 FS

Term of Agreement

This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adopted on by the School Board of Independent School District No. 709 St. Louis County, Minnesota and remain in effect until June 30, 2023.

Date in Duluth, Minnesota on this date of 21st of October 2025.

AFSCME Council 5

Independent School District No. 709

By: [Signature]
Field Representative

By: _____
Chairperson, School Board

By: [Signature]
Field Director

By: _____
Clerk, School Board

By: [Signature]
Local 66 President

[Faint Signature]
[Faint Signature]

ADDENDUM A-1

2025-2026

Classification	Start	3 months	1 year	2 years	3 years	5 years	7 years	9 Years
Cafeteria Manager	\$19.95	\$20.44	\$20.96	\$21.48	\$22.02	\$22.57	\$23.13	\$23.71
Cafeteria Helper II	\$17.49	\$17.93	\$18.38	\$18.83	\$19.31	\$19.79	\$20.28	\$20.79
Cafeteria Helper I	\$15.99	\$16.39	\$16.80	\$17.22	\$17.65	\$18.09	\$18.54	\$19.00

2026-2027

Classification	Start	3 months	1 year	2 years	3 years	5 years	7 years	9 Years
Cafeteria Manager	\$20.35	\$20.85	\$21.38	\$21.91	\$22.46	\$23.02	\$23.59	\$24.18
Cafeteria Helper II	\$17.84	\$18.29	\$18.74	\$19.21	\$19.69	\$20.18	\$20.69	\$21.21
Cafeteria Helper I	\$16.31	\$16.72	\$17.14	\$17.57	\$18.01	\$18.46	\$18.92	\$19.39

2027-2028

Classification	Start	3 months	1 year	2 years	3 years	5 years	7 years	9 Years
Cafeteria Manager	\$20.75	\$21.27	\$21.80	\$22.35	\$22.91	\$23.48	\$24.07	\$24.67
Cafeteria Helper II	\$18.20	\$18.65	\$19.12	\$19.60	\$20.09	\$20.59	\$21.10	\$21.63
Cafeteria Helper I	\$16.64	\$17.06	\$17.48	\$17.92	\$18.37	\$18.83	\$19.30	\$19.78

An employee shall be eligible to receive a longevity award as follows:

Years of continuous service with the District	Annual award
10	\$500.00
15	\$750.00
20	\$1000.00
25	\$1,250.00

Longevity payment will commence at the beginning of the next biweekly pay period after the employee's anniversary date.

Continuous service is defined as having no break in service over thirty (30) days except by an authorized leave of absence. Employees working less than twelve (12) months a year, but working the full school year, shall be considered to have completed a full year of continuous service toward eligibility for the longevity award.

Employees will receive longevity pay based on their years of continuous services in a classified position with the School District, distributed equally over 18 pay periods per year.

MEET AND CONFER

(Not Subject To Arbitration)

The School District and members of the Food Service Bargaining Unit (up to seven (7) representatives to be identified by the Union) shall meet and confer annually, pursuant to the provisions of PELRA, prior to May of each year to discuss and provide advisory input on the forthcoming school year's Food Service work schedules, alignment with the District calendar, and professional development opportunities. The Supervisor of Food Service, or their designee shall facilitate these discussions, and the purpose of such consultation shall be strictly advisory.

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made between Marisa Garverick Herrera, herein referred to as "**Employee**", and the School Board of Independent School District No. 709, Duluth, Minnesota (School District), herein referred to as the "**Employer**".

In consideration of the mutual promises and agreements set forth below, Employee and the Employer agree as follows:

1. **Employment.** Employer hereby employs, engages and hires Employee as the Director of Advancing Equity, and Employee hereby accepts and agrees to such hiring, engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent or designee.
2. **Duties.** Employee agrees that they will at all times faithfully, industriously and to the best of their ability, experience and talents, perform all of the duties that may be required of and from their pursuant to the express and implicit terms hereof and to the reasonable satisfaction of Employer. Such duties shall be rendered at the School District and at such other places as Employer shall in good faith require or as the interest, needs, business or opportunity of Employer shall require. The Employee agrees to devote her attention, knowledge and skills solely to the business and interest of the Employer, a minimum of eight (8) hours per workday. Flexibility to this schedule can be approved by the Superintendent or designee. Employee shall make available to the Employer all information of which Employee shall have any knowledge as it relates to business or operations of the Employer and shall make all suggestions and recommendations that will be of a mutual benefit to Employer, the business and operation of the Employer and to the Employee.
3. **Term of Agreement.** This Agreement shall commence effective October 27, 2025 and continue until June 30, 2026. At the conclusion of this term, neither party shall have any further claim against the other and Employee's employment with the School District, as Director of Advancing Equity shall cease. In the event the School Board is contemplating not offering the Employee a subsequent Agreement, the School Board shall give written notice of such intent six (6) months before the expiration of this Employment Agreement. If there is not six (6) months remaining in the Employment Agreement, the Employment Agreement will be extended so that there is a full six (6) month notice period.
4. **Termination.** Employer expressly reserves the right to discharge for cause and to cancel this Agreement on that account. Such cause shall consist, by way of illustration and not limitation, of one or more of the following: conviction of a felony, fraud, moral turpitude, continual insubordination, drunkenness, embezzlement, material violation of the terms of this Agreement. In any such case of discharge, cancellation or termination, written notice thereof shall be given to the Employee and shall be effective as of the date mailed in accordance with this Agreement, or, if delivered, upon delivery to the Employee unless the written notice specifies a later date.
5. **Salary.** Employer shall pay Employee, and Employee shall accept from Employer in full payment for Employee's services, an annual salary of \$124,000. Employee's salary shall be paid in twenty-six (26) equal installments during the contract year. The contract year, fifty-two (52) weeks, is defined as commencing on July 1 of any year and terminating on the next June 30.
6. **Expenses.** The School District shall pay all legally valid expenses and fees for Employee's attendance at professional conferences and meetings with other educational agencies. All expense statements submitted by Employee shall be in conformity to policies of the Board of Education. Employee shall file itemized expense statements to be processed and approved as provided by law. Employer shall reimburse Employee for all reasonable and necessary expenses incurred in the performance of her duties for the School District. Employee shall file itemized and verified claim statements for such expenses with the Superintendent or designee in accordance with the laws of the state of Minnesota and the policies of Employer. Superintendent or designee shall approve all travel outside the District. Employer will pay a mileage allowance to Employee for use of her personal vehicle in the course of the employment of the Employer, per School Board Policy and regulations.

7. **Cellular Phone Allowance:** The School District shall provide the Employee with a monthly allowance of \$75.00 for use of the Employee's cellular phone. Alternatively, at the Employee's option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District \$10.00 monthly for personal use.
8. **Vacation/Holiday.** The Employee shall earn annual paid vacation and be entitled to be paid holidays as set forth in Article IV of the collective bargaining agreement between Independent School District No. 709 and the Executive Employees Association. Vacation days are to be scheduled with the Superintendent or designee approval.
9. **Health & Hospitalization.** The School District shall make available to the Employee the same group health insurance as is or are available to the employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of the cost for such group insurance for the Employee and their dependents as are paid for employees in the teacher bargaining unit and their dependents.
10. **Dental.** The School District shall make available to the Employee the same group dental insurance as is or are available to the employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of the cost for such group insurance as the Employee and their dependents are paid for employees in the teacher bargaining unit and their dependents.
11. **Life Insurance.** Group term life insurance in the amount of \$50,000 shall be provided at no cost to the Employee. Optional supplemental life in the amount of \$50,000 and dependent life insurance will be made available at the Employee's cost.
12. **Long Term Disability (LTD).** The School District shall provide at the School District's expense, long-term disability (LTD) coverage for Employee in the School District's group plan.
13. **Health Care Savings Plan (HCSP).** A HCSP is an individual tax-free account to be used for reimbursement of post-employment medical expenses incurred by an employee, employee's spouse, legal tax dependents and children up to their 26th birthday. The HCSP is administered by the Minnesota State Retirement System (MSRS) and the utilization of the HCSP is governed by MSRS Plan policy.
 - a) **Eligibility.** The employee shall be eligible for the benefits provided by this Section if they meet the eligibility requirements set forth in the bargaining agreement. Employee must be 1) at least age fifty-five (55) or disabled as defined by PERA, and 2) eligible for PERA benefits at the time of retirement, shall be eligible for contribution of unused sick leave benefits as defined below to the employee's HCSP. The employee must give written notice of retirement to Human Resources three (3) months prior to retirement except in cases of emergency involving serious illness or other justifiable cause. The employee may retire after such time limits with the approval of the Superintendent and may receive the benefits under the HCSP.
 - b) **Maximum Days.** The number of unused and accumulated sick leave days up to a maximum of two hundred ten (210) days.
 - c) **Discount Calculation.** The amount of unused and accumulated sick leave days above, less 100 days, multiplied by the employee's daily rate of pay (DRP), will be discounted by 3.5%. The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.
 - d) **Participation in the District's Health Plan.** Retired employees will be allowed to participate in the District's group health and dental plans at their own expense pursuant to applicable State and Federal laws. Monthly premiums will be paid one month in advance to the District.
14. **Sick Leave.** The Employee shall accumulate sick leave as set forth in Article 7.4 of the collective bargaining agreement between Independent School District No. 709 and the Executive Employees Association. Rules governing use of sick leave for the purpose of personal illness, family illness, and death in the family contained within Article 7 shall apply. There will be no cash payment for unused sick leave.
15. **Individual Retirement Plan.** Employer shall, in accordance with its practice and policies and at the request of Employee, withhold from salary and transfer or pay such sums as the Employee shall designate to a tax-deferred or tax-sheltered annuity program as permitted by law and selected by Employee.
16. **District & Federal Retirement Funds.** Employee shall be a member of the PERA and agrees that the Employee's contribution to said fund, to FICA, all other deductions required by law, and all deductions

authorized by the Employee in advance in writing and approved by the School Board shall be deducted from her salary.

17. Dues. Employee is encouraged to belong to appropriate professional, educational and civic organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues in approved organizations up to a total of six hundred (\$600) per year. Employee shall present appropriate statements for approval as provided by law.

18. Indemnification & Provision of Counsel. In the event that an action is brought or a claim is made against Employee arising out of, or in connection with Employee's employment, and the Employee is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, will not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein, shall be subject to the limitation of Minnesota Statutes Chapter 466.

19. Arbitration. Any controversy or claim arising out of, or relating to this Agreement, or breach thereof, shall be settled by arbitration in the City of Duluth, Minnesota, in accordance with the rules of the American Arbitration Association and the judgment upon the award rendered may be entered in any court having jurisdiction thereof.

20. Complete Agreement. This writing contains the complete Agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. This Agreement is subject to the laws of the State of Minnesota and all rules, regulations, and policies and amendments. It is understood and agreed that the Employee is not under a contract of employment for any period covered by this Agreement except with the Employer and that this Agreement constitutes a binding legal contract for the term set forth, the breach of which will result in liability for damages. The parties stipulate that neither of them has made any representation including the execution and delivery hereof, except such representations as are specifically set forth herein and each of the parties hereto acknowledges that they or it has relied on their or its own judgment and in entering into this Agreement. The parties hereto further acknowledge that any payments or representations that may have heretofore been made by either of them to the other are of no effect and that neither of them has relied thereon in connection with their or its dealing with the other. No waiver, modifications, or amendment of this Agreement or of any covenant, condition or limitation herein contained, shall be valid unless it is in writing, approved by the School Board and executed by Employee and the authorized officers of employer.

IN WITNESS WHEREOF, the parties have executed this Agreement in Duluth, Minnesota this 26th day of September, 2025.

EMPLOYEE



Marisa Barverick-Herrera

INDEPENDENT SCHOOL DISTRICT NO. 709



Chair of the Board



Clerk of the Board