

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 20, 2026

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 - December 16, 2025 3
- 2) Annual Organizational Meeting - January 5, 2026 6

B. Approval of Action Items

- 1) Human Resources
 - a. HR Staffing Report 9
 - b. Other Action Items
 - (1) Individual Contract - Director of Human Resources, Steven Johnson 10
 - (2) Job Description - Purchasing Clerical 18
 - (3) Job Description - Athletic Clerical 22
- 2) Finance
 - a. Financial Report 25
 - b. Fundraisers 26
 - c. Bids, RFPs and Quotes
 - d. Contracts, Change Orders, Leases
- 3) Items Brought Forward From the Monthly Committee of the Whole Meeting
 - a. 2026-27 Course Changes 27
- 4) Other
 - a. Diploma Requests 34
 - b. Field Trip Requests
 - (1) Denfeld High School Speech Team 44
 - (2) East High School CTE AFNR 47
 - (3) Homecroft Elementary School Wolf Ridge 57
 - c. Data Sharing Agreements - None

C. Approval of Policy Readings

- 1) First Readings
 - a. 612.1 Development of Parental Involvement Policies for Title I Programs (replacing 1067 Parent/Community Involvement Policy) 60
- 2) Second Readings
 - a. 709 Student Transportation Safety Policy (replacing 3150 & 3160) 65
- 3) Policies for Review - None
- 4) Policies for Deletion

a. 8000 Series	106
b. 9000 Series	115

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 - January 6, 2026</u>	<u>119</u>
2) <u>Policy Committee - (January 13, 2026)</u>	<u>148</u>
3) <u>Human Resources/Business Services Committee - (January 12, 2026)</u>	<u>194</u>

Henry Banks: Present
Kelly Durick Eder: Present
Rosie Loeffler-Kemp: Present
Jill Lofald: Present
Sarah Mikesell: Present
Amber Sadowski: Present
Stephanie Williams: Present
Present: 7.

1. Call to Order
at 7:12 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

Move to Approve the Agenda. 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

5. School and Community Recognition

Assistant Superintendent Bonds presented the School and Community Recognition.

6. Fiscal Year 25 Audit (in substantial form) Presentation & Approval

Move to Approve Fiscal Year 25 Audit (in substantial form). This motion, made by Rosie Loeffler-Kemp 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

7. Report of the Superintendent

7.A. Reports from Student School Board Representatives

Student Representative Dean presented the East Student Report.

7.B. Superintendent's Report

Superintendent Magas presented the Superintendent's Report. Topics included:

Student Representative Reports

Human Resources Update

Legislative Update

Superintendent Contract Update

Communications Audit Update
Other

7.C. Schedule of Meetings and Events

8. Report of Standing Committees

8.A. Committee of the Whole

8.A.1) Monthly Committee of the Whole (*December 2, 2025*)

Assistant Superintendent Bonds presented the Monthly Committee of the Whole Report.

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

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

8.C. Policy Committee (*December 11, 2025*)

Member Loeffler-Kemp presented the Policy Committee Report.

9. General Board Committee Updates

Member Mikesell gave an update on the District Advisory and Wellness Committee meetings.

Member Sadowski gave an update on the Head Start Parent Policy Council meeting.

Member Banks gave an update on the School Resources Officers and Transportation Safety Hazard Committee meeting.

10. Consent Agenda

Move to Approve the Consent Agenda. This motion, made by Sarah Mikesell 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. Resolutions from Committee Reports

11.A. B-12-25-4137 - Aid Anticipation Certificate

Move to Approve Resolution B-12-25-4137 Aid Anticipation Certificate. 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.B. B-12-25-4138 - Certified Tax Levy 2025 Payable 2026

Move to Approve Resolution B-12-25-4138 Certified Tax Levy 2025 Payable 2026. 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

11.C. B-12-25-4139 - Acceptance of Donations to Duluth Public Schools

Move to Approve Resolution B-12-25-4139 Acceptance of Donations to Duluth Public Schools. This motion, made by Jill Lofald 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. B-12-25-4140 - Acceptance of Grant Awards to Duluth Public Schools
Move to Approve Resolution B-12-25-4140 Acceptance of Grant Awards to Duluth Public Schools. This motion, made by Sarah Mikesell and seconded by Henry Banks, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.E. B-12-25-4141 - Establishing Combined Polling Places
Move to Approve Resolution B-12-25-4141 Establishing Combined Polling Places.
Discussion was had. This motion, made by Kelly Durick Eder and seconded by Henry Banks, Failed.
Henry Banks: Nay, Rosie Loeffler-Kemp: Nay, Jill Lofald: Nay, Sarah Mikesell: Nay, Amber Sadowski: Nay, Stephanie Williams: Nay, Kelly Durick Eder: Yea
Yea: 1, Nay: 6
Kelly Durick Eder: Yea

12. Special Resolutions and Action Items

12.A. B-12-25-4142 Legislative Platform 2026
Move to Approve Resolution B-12-25-4142 Legislative Platform 2026. Discussion was had. This motion, made by Rosie Loeffler-Kemp 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

12.B. SP-12-25-4143 School Board Member Attendance at MSBA Learning to Lead Workshop Series and Officers' Workshop
Move to Approve Resolution SP-12-25-4143 School Board Member Attendance at MSBA Learning to Lead Workshop Series and Officers' Workshop. This motion, made by Sarah Mikesell 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

13. Questions / Other

14. Adjournment

Move to Adjourn at 9:26 p.m. This motion, made by Sarah Mikesell and seconded by Stephanie Williams, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

Annual Organizational Meeting
Monday, January 5, 2026 4:30 PM Central

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

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

1. Call to Order by Temporary Chairperson
at 4:34 p.m.

2. Oath of Office

3. Roll Call

4. Approval of the Agenda

Move to Amend the Agenda by removing Resolution HR-1-26-4152 Employment of a School Board Member by the District. This motion, made by Kelly Durick Eder and seconded by Jill Lofald, Passed.

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

Yea: 6, Nay: 0, Absent: 1

Move to Approve the Agenda as Amended. This motion, made by Jill Lofald and seconded by Kelly Durick Eder, Passed.

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

Yea: 6, Nay: 0, Absent: 1

5. Election of Chairperson

Member Durick Eder was elected Chairperson by acclamation.

6. Election of Vice Chairperson

Member Lofald was elected Vice Chairperson by acclamation.

7. Election of Clerk

Member Mikesell was elected Clerk by acclamation.

8. Election of Treasurer

Member Sadowski was elected Treasurer by acclamation.

9. Appointment of Deputy Clerk

Move to Appoint the Executive Director of Business Services and Operations as the Deputy Clerk. This motion, made by Kelly Durick Eder and seconded by Henry Banks, Passed.

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

10. Resolutions

10.A. Resolution B-1-26-4144 - Selection of Meeting Dates/Times

Move to Approve Resolution B-1-26-4144 Selection of Meetings Dates/Times. This motion, made by Amber Sadowski and seconded by Sarah Mikesell, Passed.

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

10.B. Resolution B-1-26-4145 - Designation of Depositories and Acceptance of Collateral

Move to Approve Resolution B-1-26-4145 Designation of Depositories and Acceptance of Collateral. This motion, made by Sarah Mikesell and seconded by Amber Sadowski, Passed.

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

10.C. Resolution B-1-26-4146 - Designation of Authority to Perform Electronic Transfers

Move to Approve Resolution B-1-26-4146 Designation of Authority to Perform Electronic Transfers. This motion, made by Kelly Durick Eder and seconded by Jill Lofald, Passed.

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

10.D. Resolution B-1-26-4151 - Authorization for Superintendent of Schools and Executive Director of Business Services and Operations to Sign Contracts and Grants

Move to Approve Resolution B-1-26-4151 Authorization for Superintendent of Schools and Executive Director of Business Services and Operations to sign Contracts and Grants. This motion, made by Jill Lofald and seconded by Rosie Loeffler-Kemp, Passed.

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

10.E. Resolution B-1-26-4148 - Selection of District's Legal Counsel

Move to Approve Resolution B-1-26-4148 Selection of District's Legal Counsel. This motion, made by Rosie Loeffler-Kemp and seconded by Henry Banks, Passed.

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

10.F. Resolution B-1-26-4150 - Selection of District's Official Newspaper

Move to Approve Resolution B-1-26-4150 Selection of District's Official Newspaper. This motion, made by Henry Banks and seconded by Rosie Loeffler-Kemp, Passed.

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

10.G. Resolution B-1-26-4149 - Accepting the Eleven Tools of Civility
Move to Approve Resolution B-1-26-4149 Accepting the Eleven Tools of Civility. This motion, made by Amber Sadowski and seconded by Henry Banks, Passed.
Stephanie Williams: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea
Yea: 6, Nay: 0, Absent: 1

10.H. Resolution B-1-26-4147 - Approving the Continued Participation of Student School Board Representatives
Move to Approve Resolution B-1-26-4147 Approving the Continued Participation of Student School Board Representatives. This motion, made by Sarah Mikesell and seconded by Amber Sadowski, Passed.
Stephanie Williams: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea
Yea: 6, Nay: 0, Absent: 1

10.I. Resolution HR-1-26-4152 - Employment of a School Board Member by the District - **pulled**

10.J. Resolution B-1-26-4153 Designation of Identified Official with Authority (IOwA) for Duluth Public Schools
Move to Approve Resolution B-1-26-4153 Designation of Identified Official with Authority (IOwA) for Duluth Public Schools. This motion, made by Jill Lofald and seconded by Rosie Loeffler-Kemp, Passed.
Stephanie Williams: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea
Yea: 6, Nay: 0, Absent: 1

11. Questions / Other

12. Adjournment

Move to Adjourn at 5:00 p.m. This motion, made by Jill Lofald and seconded by Amber Sadowski, Passed.
Stephanie Williams: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea
Yea: 6, Nay: 0, Absent: 1

HUMAN RESOURCES ACTION ITEMS FOR: January 13, 2026

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BACHINSKI, SUSAN D	LTS PRE KINDERGARTEN TEACHER/LAURA MACARTHUR, (MA) IV, 9, 0.8, ANDRYS H.	01/02/2026
DUBA, CAROLYN K	SPED SCHOOL PSYCHOLOGIST/DISTRICT WIDE, (MA+45) IV, 9, 1.0,	01/20/2026
ISENBERG, JOEL P	LTS GRADE 1/LAURA MACARTHUR, (MA+45) IV, 9, 1.0, BAMBENEK A.	12/22/2025
JUNGE, ELSA H	LTS VISUAL ARTS TEACHER/ORDEAN EAST, (BA) III, 3, 1.0, HOOPER N.	01/05/2026
LARSON, SYDNEY J	LTS GRADE 2/PIEDMONT, (BA) III, 1, 1.0, HUBER M.	12/10/2025
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
ACKER, ALISSA D	Cert Leave Piedmont	01/14/2026 02/19/2026
DAVIDSON, MARY E	Cert Leave Lester	12/15/2025 01/25/2026
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
SCHOMBERG, CIZZARIE L	SPED SCHOOL NURSE - MYERS-WILKINS ES	01/02/2026
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BARTA-ANDERSON, ANNMARIE E	ENGLISH AS A SECOND LANG - LAURA MAC ES	06/05/2026
JOSEPH, DEBRA A	GRADE K - LOWELL ES	06/05/2026
JUTEN, JANE T	MATH TOSA - ALC	06/05/2026
VAUGHT, DANIEL J	SPED SCHOOL NURSE - DENFELD HS	06/05/2026
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BERGESON, JOSEPHINE M	PRESCHOOL PARA/MYERS-WILKINS, 36/38WKS, \$21.01/HR, ELLIOT W.	11/25/2025
BERTOIA, LAUREN M	PRESCHOOL PARAPROFESSIONAL-FLOAT/DISTRICT WIDE, 36/38WKS, \$20.19/HR	01/05/2026
BROBACK, JOSEPH H	SPED STUDENT SPECIFIC PARA/LESTER PARK, 31.25/38WKS, \$19.23/HR,	01/05/2026
CAINE, NIIKA S	SPED PROGRAM PARA/LINCOLN PARK, 33.75/38WKS, \$20.45/HR	12/16/2025
COPE, JODIE L	SPED PARAPROFESSIONAL-STUDENT SPECIFIC/ORDEAN EAST, 33.75/38WKS, \$19.23/HR	12/23/2025
DIAZ DE LA TORRE, CATALINA	HOURLY MONITOR/LOWELL, UP TO 23HRS/38WKS, \$15.00/HR	12/17/2025
FLEGEL, TENILLE R	SUPERVISORY PARA/LINCOLN PARK, 33.75/38WKS, \$20.39/HR, BURGOON J.	01/05/2026
GUTHRIE, JADA A	SPED BUILDING WIDE PARA/MYERS-WILKINS, 31.25/38WKS, \$19.23/HR	12/10/2025
HALDER-MEDNANSKY, KALI K	SPED PROGRAM PARA/DENFELD, 33.75/38WKS, \$20.45/HR,	12/15/2025
HAMLIN, MARGARET R. B.	SPED PARA STUDENT SPECIFIC/HOMECROFT, 31.25/38WKS, \$20.59/HR	12/16/2025
HUMES, WILLIAM B	BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$23.77/HR, RATAJEK G.	01/05/2026
JENKINS, SONNY J	SPED SUPERVISOR/DISTRICT WIDE, \$101,062/YR, 52WKS,	12/22/2025
JOHNSON, DANA L	SPED PROGRAM PARA/ROCKRIDGE, 32.5/38WKS, \$22.12/HR, THOMAS E.	12/05/2025
JOHNSON, DIANNE M	NUTRITIONAL SERVICE ASST/LAURA MACARTHUR, 17.5/38WKS, \$15.99/HR, PANK K.	01/05/2026
JOHNSON, STEVE R	DIRECTOR OF HUMAN RESOURCES/DISTRICT SERVICE CENTER, INDEPENDENT CONTRACT/52 WEEKS, \$156,000/YR	12/22/2025
OLSON, MALLORY M	OFFICE SUPPORT SPECIALIST SENIOR/PIEDMONT, 40/45WKS, \$21.44/HR, WINTER A.	12/15/2025
RUSS, MALORY J	SPED PROGRAM PARA/LESTER PARK, 31.25/38WKS, \$21.47/HR, LEDOUX C.	12/11/2025
SMITH, BART D	SCHOOL BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$23.77/HR, RATAJEK G.	01/06/2026
SPENCER, DELANEY E	SPED BUILDING WIDE PARA/ORDEAN EAST, 33.75/38WKS, \$20.39/HR, DEHNKE K.	12/15/2025
TAPPER, LILIANNE V	HEALTH ASSISTANT PARA LPN/MYERS-WILKINS, 31.25/38WKS, \$26.70/HR, WELLER S.	12/10/2025
WEST, AMY L	CUSTODIAN/ORDEAN EAST, 40/52WKS, \$18.05/HR, JENSEN D.	12/08/2025
WINTERS, KHANDIS N	SPED PROGRAM PARAPROFESSIONAL/DENFELD, 33.75/38WKS, \$22.12/HR,	01/06/2026
<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
CANFIELD-EVANSON, KRISTINE L	INSTRUCTIONAL PARA - MYERS WILKINS ES	01/20/2026 01/30/2026
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
WORGREN, JOSHUA S	NETWORK ENGINEER 1 - DSC	01/02/2026
<u>NON-CERT TERMINATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ERICKSEN, JACOB J	SCHOOL CUSTODIAN 1 - DENFELD HS	12/19/2025

EMPLOYMENT AGREEMENT

The School Board of Independent School District No. 709, Duluth, Minnesota "**School District**" enters into this Contract with Steven Johnson, herein referred to as "**Employee**".

In consideration of the mutual promises and agreements set forth below, Employee and the School District agree as follows:

- I. **Employment:** The School District hereby employs, engages and hires Employee as Director of Human Resources 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 and School District.
- II. **Duties:** Employee agrees that he will at all times faithfully, industriously, and to the best of his ability, experience and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Contract, responsibilities outlined in the Job Description and to the reasonable satisfaction of the School District. Such duties and responsibilities shall be rendered at the School District or at such other places as the School District shall in good faith require or as the interest, needs, business or opportunity of the School District shall require.

The school district recognizes the unique demands of the position which may require non-traditional work days and the employee may work remotely, including outside traditional business hours, at her discretion and with communication with the Superintendent.

III. **Duration, Subsequent Contract, Expiration, Termination During the Term, Mutual Consent & Contingency:**

- A. **Duration.** This Contract is for a term of one (1) year, commencing on December 22, 2025 and ending on June 30, 2026. It is an interim change from the previously negotiated contract. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Employee or by employee resignation or termination as provided herein.
- B. **Expiration.** This Contract shall expire at the end of the term specified in III. A hereof. At the conclusion of its term, the employee may revert back to their original contract. Neither party shall have any further claim against the other, and the School District's employment of the Employee shall cease, unless the employee reverts back to their previous contract or a subsequent Contract is entered. However, 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.
- C. **Termination During the Term With Cause.** The Employee's employment may be terminated during the term of this Contract for cause. Such cause shall consist, by way of illustration and not limitation, of one or more of the following: Theft, neglect of duty, conviction of a felony, fraud, insubordination or embezzlement. If the School Board proposes to terminate the Employee during the Contract term for cause, it shall notify the Employee in writing of the proposed grounds for termination. The Employee shall be entitled to a hearing before an arbitrator, provided the Employee makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services "BMS" for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The arbitrator may suspend the Employee with pay pending final determination. If the Employee fails to

request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Employee to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Employee shall have no further claim or recourse.

- D. Mutual Consent. The parties may terminate this Contract at any time by mutual consent.
- E. Termination During the Term Without Cause. During the term of this Contract or any extensions thereof, this Contract may be terminated by the School District without cause upon thirty (30) days' notice and payment of twelve (12) months' pay.
- F. Resignation. The Employee may terminate this agreement without cause or penalty with twenty-one (21) days' notice in writing to the Superintendent.

IV. Duty Year and Leaves:

- A. Basic Work Year. The Employee's duty year shall be for the entire twelve (12) month, 260-day Contract year as provided herein, and the Employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Employee shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.
- B. Vacation. The Employee shall earn twenty (20) working days of annual paid vacation each Contract year. Unused vacation may carry over into future duty years at any point during the contract period. Upon retirement, resignation 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 HCSP. In no event shall this provision exceed sixty (60) days.

Vacation time is to be coordinated with the Superintendent in order to maintain a protocol for leadership within the School District.

- C. Holidays. The Employee shall be entitled to 12 paid holidays each Contract year as designated by the School District.

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Convention Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve Day
- Christmas Day

- D. Sick, Family and Personal Leave.

- 1. Sick Leave The Employee shall earn 13 paid sick leave days per year, allocated on the first day of each contract year, and such earned unused sick leave may accumulate to a maximum of thirty (30) days. The value of unused sick leave that accumulates to a maximum of thirty (30) days (plus the new accrual). The value of unused sick leave shall accumulate to a maximum 11 of thirty (30) days shall be contributed annually to the employee's HCSP at the end of the fiscal year.

2. Family Leave. Employee shall be allowed a maximum of twenty (20) sick leave days per year for absences due to an illness or injury in the immediate family requiring care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the Superintendent. "Family" shall constitute members of the immediate family of employee or spouse and for purposes of this regulation shall include, parent, stepparent, father-in-law, mother-in law, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. In addition, to the above, employee may use more than twenty (20) days sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota Statute §181.9413 (2013).

E. Bereavement Leave. Employee shall be granted paid bereavement leave not to exceed five (5) days to attend a funeral of a family member. An additional three (3) days may be granted due to a death in the family if necessary for travel in connection with legal or business matters involving the funeral or estate. Days utilized will not be deducted from sick leave.

Definition of "family" under "Bereavement Leave" shall constitute members of the immediate family of Employee 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.

F. Medical Leave. If A 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. The 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.

G. Jury Duty

1. When Employee is selected for jury duty, the Superintendent will be notified and Employee 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 Employee will receive his regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.

I. Personal Leave. The Employee shall be entitled to three (3) personal leave days per year, the second and third of which will be charged against accumulated sick leave.

V. Insurance:

A. Health & Hospitalization. The School District shall pay the same monthly premium for employee and dependency coverage for the group hospital and medical insurance as paid by the District for such coverage for the teachers of the District.

B. Dental. 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 their 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.

C. Life Insurance. The School District shall provide, at the expense of the School District,

term life insurance for the Employee under the School District's group life insurance plan in the amount of \$100,000, payable to the Employee's named beneficiary. Employee may purchase at their own expense, additional insurance in increments of \$50,000 through the District's group plan. The acceptance of coverage over \$50,000 triggers additional coverage amounts to be taxable.

- D. Long Term Disability Insurance. The School District shall provide, at the expense of the School District, long term disability 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.
- E. 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.
- F. Claims Against the School District. The eligibility of the Employee or the Employee's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

VI. Other Benefits:

- A. Tax-Sheltered Annuities. The School District shall contribute to a 403(b) tax-sheltered annuity on behalf of the Employee. 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 (\$1,500) dollars. The matching contribution is made pursuant to the provisions of Minnesota Statute § 356.24. 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
- B. Cellular Phone. 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.
- C. Conferences and Meetings. The School District shall pay all legally valid expenses and fees for the Employee's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Superintendent. The Employee shall periodically report to the Superintendent relative to all meetings and conferences attended. The Employee shall file itemized expense statements to be processed and approved as provided by law.
- D. Automobile. The School District shall reimburse the Employee for business use of the Employee's private automobile consistent with School District Policy #3135 and pursuant to Minnesota Statute 5471.665, Subd. 3.

VII. Compensation:

- A. Salary. The School District shall pay Employee, and Employee shall accept from the School District in full payment for Employee's services, an annual salary as determined according to the Annual Salary Schedule set forth below. Employee's salary shall be paid in equal installments during the Contract year, at least bi-monthly. The Contract year is defined as commencing on July 1 of any year and terminating on the next June 30.

<u>Salary</u>
2025-2026
\$156,000

VIII. Other Provisions:

- A. Outside Activities. While the Employee shall devote full time and due diligence to the affairs and the activities of the School District, the Employee may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Employee's ability to perform the duties of the Director of Human Resources. The Employee shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior coordination of the Superintendent.
- B. Indemnification and Provision of Counsel. In the event that an action is brought or a claim is made against the Employee arising out of or in connection with the 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, shall 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 limitations as provided in Minnesota Statutes, Chapter 466.
- C. Dues. The Employee is encouraged to belong to and participate in appropriate professional and educational organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues as are required, directed, or permitted by the School Board. The Employee shall present appropriate statements for approval as provided by law.
- D. Severance. Upon retirement or voluntary resignation, the Employee shall receive severance credit for 2.5 days multiplied by the number of full or partial years of continuous service to the District (not to exceed six months' pay). 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/voluntary resignation divided by two-hundred sixty (260). This amount is in addition to any amount paid from remaining unused sick leave or unused vacation pay. Any amount payable shall be contributed to the Employee's 403B Plan or other tax-sheltered annuity plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan Health Care Savings Plan. Severance will not be paid for a termination for cause as outlined in Article IV paragraph D.
- E. Technology. The school district shall provide the Employee with appropriate technology to work remotely, including, but not limited to, a laptop with applicable installed software and hardware. The employee will be responsible for internet requirements.
- IX. Severability: If any provision of this Contract is held to be invalid by operation of law, the remainder of the Contract shall not be affected thereby and shall remain in full force and effect.

This Contract shall be effective only upon signatures of the Employee and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes

IN WITNESS WHEREOF, I have subscribed my signature this XX of MONTH 2025

Steven Johnson

IN WITNESS WHEREOF, I have subscribed my signature this XX of MONTH 2025

Chair, School Board

Clerk, School Board

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, <u>and various grant-funded initiatives, purchasing and budgeting for the District high schools.</u> 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, <u>and grant-funded programs, overseeing site purchasing and distribution for the District high schools,</u> 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, <u>and grant programs, and the high school sites</u> analyzing purchasing data to help inform budget planning and resource allocation.
3.	Acts as a primary point of contact for CTE audits, <u>and grant administrators, and other high school - ensuring personnel ensuring</u> all financial documentation and purchasing records are accurate and readily available.
4.	Manages the full purchase order (P.O.) lifecycle for CTE, <u>and grant purchases, and high school site purchasing,</u> 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. <u>This position does all the purchasing, budgeting and reconciliation for both of the District high schools.</u>
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. <u>Manages and controls PCards for high schools sites, not including athletics.</u>
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, <u>and purchasing for the high schools.</u>
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.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 9/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

POSITION DESCRIPTION
~~School Activities and Treasury~~ Clerical

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, athletic 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 <u>including athletic attendance</u> , 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 athletic activity <u>and general school</u> budget management, accurately tracking expenditures, understanding proper budget codes, and reconciling accounts <u>related to athletic purchasing</u> .
6.	Execute comprehensive purchasing for athletics <u>and</u> , activities <u>including stocking concessions and booking hotels, CTE classes, and the entire school, from obtaining quotes to creating purchase orders</u> .
7.	Manage athleticall school P-Cards, <u>maintaining including secure disbursement</u> , meticulous receipt collection, <u>and logging usage across departments</u> .
8.	Process all staff, coach, and event worker reimbursements-invoices 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, <u>and overseeing student and staff parking passes</u> .

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.

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 <u>and</u>, equipment <u>related to athletics, and large-scale deliveries.</u> <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
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:	



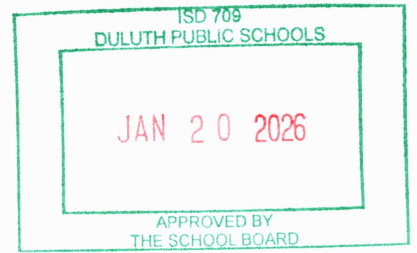
**HR/BS Services Committee Monthly Fund Balance Report
January 12, 2026 Committee Meeting
BUDGET SUMMARY**

1/8/2026 Percent spent

REVENUES	25-26		25-26		25-26		25-26				
	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	\$ 26,906,515.91	\$ 6,845,847.81	\$ 103,750,043.39			20%		
Food Service	2	\$ 6,120,000.00	\$ 6,120,000.00	\$ 1,458,605.50	\$ 532,160.77	\$ 4,129,233.73			24%		
Transportation	3	\$ 3,866,200.00	\$ 3,866,200.00	\$ 1,461,297.87	\$ 324,568.90	\$ 2,080,333.23			38%		
Community Ed	4	\$ 8,187,495.00	\$ 8,187,495.00	\$ 1,319,177.59	\$ 157,168.75	\$ 6,711,148.66			16%		
Operating Capital	5	\$ 4,680,435.48	\$ 1,974,644.89	\$ 463,349.80	\$ 102,369.38	\$ 1,408,925.71			23%		
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -					
Debt Service Fund	7	\$ 27,857,301.00	\$ 27,857,301.00	\$ 1,828,442.87	\$ -	\$ 26,028,858.13			7%		
Trust Fund	8	\$ 320,000.00	\$ 320,000.00	\$ -	\$ -	\$ 320,000.00			0%		
Dental Insurance Fund	20	\$ 959,836.00	\$ 959,836.00	\$ 562,043.01	\$ -	\$ 397,792.99			59%		
Student Acitivity	79	\$ 106,940.00	\$ 110,490.00	\$ 147,247.17	\$ -	\$ (36,757.17)			133%		
REVENUES	TOTALS:	\$ 186,118,820.00	\$ 186,898,374.00	\$ 34,146,679.72	\$ 7,962,115.61	\$ -	\$ 144,789,578.67		18%		

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	\$ 128,594,794.07	\$ 129,428,839.95	\$ 60,120,683.03	\$ 3,771,923.22	\$ 65,536,233.70			49%		
Food Service	2	\$ 6,095,464.00	\$ 6,095,464.00	\$ 2,335,215.29	\$ 2,092,972.96	\$ 1,667,275.75			73%		
Transportation	3	\$ 7,864,200.00	\$ 7,864,200.00	\$ 4,397,622.14	\$ 606,654.32	\$ 2,859,923.54			64%		
Community Ed	4	\$ 7,725,252.00	\$ 7,725,194.86	\$ 3,260,495.68	\$ 80,220.53	\$ 4,384,478.65			43%		
Operating Captial	5	\$ 5,648,724.89	\$ 5,648,724.89	\$ 4,451,609.74	\$ 1,033,161.01	\$ 163,954.14			97%		
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -					
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	\$ 685,178.17	\$ -	\$ 340,369.83			67%		
Student Acitivity	79	\$ 86,750.00	\$ 753,465.85	\$ 156,112.41	\$ 19,595.90	\$ 577,757.54			23%		
EXPENSES	TOTALS	\$ 184,706,094.96	\$ 186,206,799.55	\$ 76,763,751.03	\$ 7,604,527.94	\$ -	\$ 101,838,520.58		45%		

Extra Curricular Fund 01 Prog 298
Revenue \$ 119,804.88
Expense \$ 233,745.62



**Fundraisers Reported
December 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
Denfeld	Denfeld Cheerleading	\$2,000.00	Grocery bagging
Denfeld	Denfeld GSA	\$200.00	Bake sale during the 8th Grade Orientation event at Denfeld on 2/4/26
East	Duluth East Cheerleading	\$1,500.00	Grocery Bagging
Ordean-East	PBIS Team/Real Talk	\$500.00	We will be selling candy grams and flowers for Valentine's Day. Students will be able to pay with BARK bucks or cash, according to their preference.
Ordean-East	Ordean-East Middle School	\$10,000.00	BoostMySchool platform - We would like to start a crowd fund to pay for student copies of a book for our "One Book, One Day" event happening in Late March (3/27).

26-27 Course Changes

High School

Action	Course Title	Content Area	Course Length	Credits	Description
Add	CITS American Sign Language 3	World Language	Year	1.0	American Sign Language 3 continues the study of American Sign Language (ASL) by developing students' intermediate communication skills. Building on the ASL 2 foundation, this course will expand vocabulary base in ASL. Includes an in-depth study of the principles of American Sign Language as used receptively and expressively in communication with deaf individuals. College Course Credit TBD with UMD.
Add	ProStart 3: School Cafe and Bakery SBE	CTE	Semester	1.0 Block	Designed for students who have a foundational understanding of the hospitality industry and wish to deepen their knowledge and skills. Students will focus on advanced principles of restaurant operations, customer service strategies, event management, while catering events, running the student cafe and bakery, and competing in the Minnesota ProStart Invitational. Operations may include managing budgets, coordinating complex events, and designing innovative guest experiences while exploring leadership roles within the culinary and hospitality industries.
Add	Outdoor Leadership	CTE	Semester	.5	This course prepares students to manage land and natural resources for outdoor recreation while promoting environmental stewardship. Students will learn to design sustainable programs and manage outdoor spaces that protect ecosystems, wildlife habitats, and provide enjoyable experiences. Topics include land use planning, sustainable resource management, and balancing ecological health with recreation demands. The course emphasizes responsible management practices, public education, and community engagement for the benefit of both wildlife and visitors.
Add	Social Studies 9	Social Studies	Semester	.5	Through the application of spatial concepts, students will explore human social organization and its impacts. Using geographic tools and methods, students will gain insight into the geographic considerations involved in everyday decisions and trends, including <i>immigration and citizenship and elections</i> . Students will also analyze the role of geography in current events and discuss its relation to civic engagement and participation.

Add	Intro to Business and Entrepreneurship	CTE	Semester	.5	Students will develop an entrepreneurial mindset; a mindset capable of critical thinking and problem solving in a fast-paced professional environment. Students develop core knowledge and skills needed for starting their own business venture or non-profit organization. Students will investigate the impact entrepreneurs have on the economy while exploring diverse pathways to entrepreneurship. They will engage in the discovery process to generate and validate new business ideas and develop a plan to market their business. The class examines entrepreneurial theory as well as real world situations. All Business and Marketing students have the opportunity to join and compete in DECA.
Add	Entrepreneurship 2: Small Business Development	CTE	Year	1.0	This course involves operating a school-based, startup, or simulated business including a school store. This course will build upon the innovation and entrepreneurial skills from the introductory class. Students will engage in business planning by researching, designing, and launching (or planning) a new venture. They will cover key areas like competitive analysis, product development, operations, financial analysis, and marketing strategy to gain essential business preparation skills.
Add	AP Business with Personal Finance	CTE	Year	1.0	Comparable to a college-level introduction to business course, students explore the business disciplines of entrepreneurship, marketing, finance, accounting, and management through real-world business applications, case studies, and project based learning. In addition, students learn and apply all the National Standards for Personal Financial Education created by the Council for Economic Education and the Jump\$tart Coalition for Personal Financial Literacy. *This course satisfies the requirement for Personal Finance. Students do not need to take the semester course.
Add	Hospitality, Travel & Tourism	CTE	Semester	.5	Introduces a wide range of topics in the hospitality, travel, and tourism industry hotel and restaurant management, travel and tourism options, resorts and theme parks, restaurant and food service options, and events planning. Job shadowing, industry tours, student participation in simulations, and participation in DECA hospitality and tourism events are embedded within the course to help students align career pathway interests.
Add	Introduction to Graphic Arts & Design	CTE	Semester	.5	Curious about how to design logos, create digital art, or lay out a magazine? This entry-level course is your hands-on introduction to the world of Graphic Arts and Design. No experience is needed! You'll learn to apply artistic skills and computer techniques to create professional commercial concepts. We cover design basics like color theory and concept sketching while getting you started with industry-standard software like Adobe Photoshop, Illustrator, and InDesign. You'll learn to turn your ideas into digital artwork and understand the basics of commercial art business operations.
Add	Advanced Graphic Design & Commercial	CTE	Semester	.5	This advanced course is for students who want to apply their design skills to the commercial business world. Building on introductory knowledge,

	Applications				the class focuses on high-level digital production and commercial communication. Key skills include advanced illustration, complex print preparation, and foundational web page design. You will gain hands-on experience in the Graphic Arts Lab, mastering printing processes like sublimation and vinyl printing. Crucially, you'll learn essential business-making skills, such as contracts and pricing, needed to pursue a career in commercial graphic design.
Add	Advanced Commercial & Business Photography	CTE	Semester	.5	This advanced course takes your photography skills into the business world. After successful completion of the first two photo courses, you'll learn how to successfully run a commercial photography enterprise. The main focus is on real-world career applications. You will master advanced technical skills—like complex studio lighting and specialized printing preparation—while applying them to commercial and industrial projects (e.g., product and corporate photography). Crucially, you'll gain business-making skills including: developing professional contracts and proposals, pricing your work and managing clients, and building a professional portfolio and online presence. This class is your path to becoming a working professional through real project experience.
Add	Moving Images - Animation	CTE	Semester	.5	Moving Image—Animation courses explore the creative and conceptual aspects of designing and producing animated images for storytelling and multimedia presentations including dramatic narratives; artistic and experimental presentations and installations; and ambient, interactive, immersive and performance media. Topics may include motion graphics; compositing and visual effects; 2D and 3D animation; timing and spacing; aspect ratio; video editing; animation physics and expressions; pre- and post-production methods, tools and processes; animation presentation, transmission, distribution, and marketing; and contextual, cultural, and historical aspects and considerations.
Add	Advanced Animation	CTE	Semester	.5	This advanced course is designed for students with a foundational understanding of animation principles and production workflows. It focuses on specialized, high-level production techniques and the conceptual development of complex animated projects for professional and experimental contexts.
Add	Digital Media Design & Production - Media Lab 1	CTE	Semester	.5	Digital Media Design & Production is a student-run digital journalism and media production course. You'll be creating the media the school actually uses: weekly announcements, newsletters, podcasts, videos, and content for the student YouTube channel. You'll learn the full production pipeline — reporting, writing for the web and print, filming, podcasting, editing, and graphic design. Every week means real deadlines, real audiences, and real impact. If you want to tell stories, shape culture, and make stuff people actually watch and read, this is your class.
Add	Advanced Production &	CTE	Semester	.5	Advanced Production & Broadcast Journalism takes media production to a

	Broadcast Journalism - Lab 2				professional level. Students step into advanced TV/video, film, and audio production roles — directing studio shoots, producing high-impact reporting, creating longer-form packages, and leading editorial teams. You'll explore cinematic techniques, lighting setups, motion graphics, multi-camera production, and broadcast journalism standards. Additional topics include media law, station operations, FCC guidelines, the economics and influence of the media industry, and career pathways in audio/visual communication. Students will not only create their own programs — they'll run the show.
Add	Reading Acceleration	Elective	Semester	.5	This course provides personalized literacy instruction to level up literacy skills and improve reading and writing in all courses. Students will learn strategies to tackle new vocabulary and boost comprehension of complex texts.
Add Prerequisite	CITS Ceramics & Sculpture	Art	Semester	.5	Proposed Prerequisite: Ceramics & Sculpture 1
Title and Requirement Change	Computer Science 10	CTE			Proposed Title Change: Change from Computer Science 10 to Computer Science Proposed Change: Change from Required to an Elective
Title Change	Futures 9	CTE	Semester	.5	Proposed Title: Futures Seminar 9 This course will be adjusted and brought into the CTE Work Based Learning pathway.
Title and Description Change	College, Career, and Life Readiness 11	CTE	Semester	.5	Proposed Title: College, Career, and Life Seminar 11 This course will be adjusted and brought into the CTE Work Based Learning pathway. Proposed Description: This course is designed to provide students activities in preparing for their next step after high school. In addition to exploring all post-secondary opportunities, it allows students to analyze and investigate their personal strengths and abilities as they relate to career areas of interest and develop related career and academic plans. Students will learn and apply skills necessary to excel in the workforce in a variety of settings. This course meets the Career Seminar requirement to allow students to take Work Experience courses and earn high school credit for employment.
Title and Description Change	The Art of Photo and Cinema	Art	Semester	.5	Proposed Title: Photography and Media Arts 1 Proposed Description: Enhance your photo and cinema skills! This class offers you the opportunity to learn about and create works involving image

					composition, digital photo editing, movie editing, animation, sound, lighting, and special effects. You will learn to use Adobe Photoshop and video editing software to bring your creative ideas to life! No previous computer knowledge or skills are necessary.
Title and Description Change	Advanced Photo and Cinema	Art	Semester	.5	Proposed Title: Advanced Photography and Media Arts Proposed Description: Enhance your photo and cinema skills! This class offers you the opportunity to learn about and create works involving image composition, digital photo editing, movie editing, animation, sound, lighting, and special effects. You will learn to use Adobe Photoshop and video editing software to bring your creative ideas to life! No previous computer knowledge or skills are necessary.
Title and Description Change	Intro to Agriculture, Food & Natural Resource Sciences	CTE	Semester	.5	Proposed Title: Sustainable Environmental Systems Proposed Description: This course explores environmental sciences in agriculture and natural resource management, focusing on sustainable practices that balance productivity and ecological health. Topics include soil and water conservation, climate change, biodiversity, pollution management, and agriculture's role in carbon sequestration. Students will examine technologies and strategies that promote resource efficiency and reduce environmental degradation, using case studies and practical applications to address current challenges and contribute to sustainable systems.
Description Change	Art Across Medium	Art	Semester	.5	Proposed Description: This one-semester course introduces learners to various visual art forms, including painting and sculpture. Students will learn key characteristics in artworks and understand art's historical role. Through hands-on activities, discussion, and research, learners develop an appreciation for art in daily life.
Description change	Drawing & Painting 1	Art	Semester	.5	Proposed Description: This hands-on introductory course requires no prior experience and is open to students of all levels. You will learn fundamental drawing and painting skills through projects focusing on observation, design basics, and color theory. The class actively explores various materials, including pencil, charcoal, ink, watercolor, acrylics, and digital tools, culminating in the technical skills needed to create effective visual art.
Description Change	Advanced Drawing & Painting	Art	Semester	.5	Proposed Description: This advanced studio course moves beyond basics to refine your artistic voice and

					build a professional portfolio. You will work independently on personalized, contract-style projects involving complex narratives, expressive themes, and commercial challenges. Combining in-depth research and critical thinking, the final goal is a strong collection of art suitable for college applications, exhibitions, or professional submissions.
Description Change	Ceramics & Sculpture	Art	Semester	.5	Proposed Description: Students will learn clay handbuilding skills, such as pinch, coil, and slab construction. Develop a comprehensive understanding of glaze chemistry and application methods to achieve desired surface effects. Design and execute both functional objects (e.g., bowls, mugs, containers) and non-objective or figurative sculptural pieces using other materials. Students will analyze historical, cultural, and contemporary ceramics materials, terminology, styles, and techniques, developing an appreciation for the vast history and diverse applications of the medium.
Delete	Civics	Social studies	Semester	.5	No longer meets standards
Delete	International Studies	Social Studies	Year	1.0	No longer meets standards
Delete	Graphic Arts 1, 2, 3	Art	Year	1.0	Replacing with updated program offerings.
Delete	Agriculture, Food & Natural Resources	AFNR	Semester	.5	Adding Ecological Systems for a Sustainable Future to replace AFNR
Delete	Business Management, Leadership and Coaching	Business & Marketing	Semester	.5	Replacing with updated program offerings.
Delete	Intro to Baking & Pastry	Hospitality Careers: Culinary	Semester	.5	Replacing with updated program offerings.
Delete	Intro to Business & Marketing	Business & Marketing	Semester	.5	Replacing with updated program offerings.
Delete	Starting Your Own Business - Entrepreneurship	Business & Marketing	Semester	.5	Replacing with updated program offerings.
					32

December 2, 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>
Danielle M McKinley	Duluth Public Schools	12/1/2025

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: 12/3/2025

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:

Michael Hendrickson Jr.

12/3/2025

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 12/3/2025

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:

Ethan Polecheck

12/3/2025

December 10, 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>
Haydon Marcus Schluessler	Duluth Public Schools	12/10/2025

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

December 16, 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>
Kadence Larson	Duluth Public Schools	12/16/2025

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

January 5, 2026

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>
Kiercy Seehus	Duluth Public Schools	1/5/2026

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: 1/7/2026

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:

Olivia Jorgensen

1/7/2026

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 1/8/2026

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:

Donald Brewster

1/8/2026

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 1/8/2026

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:

Bernitta Marlen

1/8/2026

ARROWHEAD ACADEMY

4849 Ivanhoe Street

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

January 9th, 2026

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>
Damien Aaron Dow	Arrowhead Academy	January 13th, 2026

Thank you

Jacob Hintsala
Principal

06/08/10

DISTRICT 709 FIELD TRIP REQUESTS

Pg. 1

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: _____
 Not Approved Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: Approved Name: _____
 Not Approved Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: Recommended Name: Shawn Tuck
 Not Recommended Date: 1-5-26

Assistant Superintendent: Recommended Name: Anthony Smith
 Not Recommended Date: 1/13/26

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

pg. 2

Date of Submission:

Type of Trip: Instructional Supplementary Extended

1. Organization/Grade/Course Planning Trip: Denfeld Speech Team
2. Contact Person (Responsible for Checklist Completion): Jill Lofald
3. Field Trip Date(s): Feb. 13-17, 2026 Destination: Harvard - Boston MA.
4. Field Trip Overview (Include events, establishments and locations): Speech Tournament Competition on the Harvard Campus
5. Field Trip Departure from School (Date and Time): Friday, Feb 13 - 7:00 am
Field Trip Return to School (Date and Time): Tuesday, Feb 17th 10:00 pm
6. Objectives of Field Trip: Three Denfeld Speech Team member qualified to compete. They will gain valuable speaking skills + meet students from
7. Relationship to Curriculum or Student Learning: all over the country. Empowers them to research, discuss important issues. Teaches them to think, listen + lead.
8. Planned Follow-up Field Trip Activities: They will share their experience with other Speech Team members. They will help coach other members + continue to use what they learned in the remaining competitions.
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	\$ 370. ⁰⁰
Total Meals <u>Student responsible \$200.00 per student</u>	\$
Total Lodging	\$ 3,000
Total Transportation	\$
<input type="checkbox"/> School District Vehicle(s)	
<input checked="" type="checkbox"/> Commercial Transportation Carrier ~ Name: <u>Delta</u>	1,843. ⁰⁰
<input type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name:	2,094.
Total Additional Stipends:	\$
Other:	\$
Total	\$ 5213.⁰⁰

Revenues	
District Budget Code:	\$
Booster Group <u>Fundraising will make up the difference -</u>	
Donations	\$ 5,000. ⁰⁰
Student Fees	\$ 0
Total Additional Stipends:	\$ 0
Total	\$

2 Grants
Pachel
A.V. in Comm. Club

11. Reviewed/Completed Request Checklist. Yes No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

pg. 3

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
- 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

I do have a complete 2026 Denfeld Speech Team Handbook for this trip that I provide for students and family.

- Maintain Student Roster and Check-in/Check-out Procedure
- Arrangement for Safety Needs (i.e. crossing guards)

Signature of Contact Person: Jill Lopez

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: Jill Lopez

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: _____
 Not Approved Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: Approved Name: _____
 Not Approved Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: Recommended Name: [Signature]
 Not Recommended Date: 12-23-25

Assistant Superintendent: Recommended Name: Anthony [Signature]
 Not Recommended Date: 1/13/26

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: 12/22/2025

Type of Trip: Instructional Supplementary Extended

1. Organization/Grade/Course Planning Trip: East HS CTE AFNR
2. Contact Person (Responsible for Checklist Completion): Sonja Hakanson
3. Field Trip Date(s): March 3rd-6th, 2026 Destination: Camp Menagyn
4. Field Trip Overview (Include events, establishments and locations): Winter trip to Camp Menagyn near BWCA. Dog sledding, cross country skiing, hiking, local ecology lessons, social + emotional learning
5. Field Trip Departure from School (Date and Time): March 3rd 9am
Field Trip Return to School (Date and Time): March 6th 5pm
6. Objectives of Field Trip: challenge students to move outside comfort zones, build community + learn about local flora + fauna.
7. Relationship to Curriculum or Student Learning: supports many state CTE AFNR standards
8. Planned Follow-up Field Trip Activities: Debrief trip, share highlights
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	\$ 3,791.74 3,791.74
Total Meals	\$ >1,920.00
Total Lodging	\$
Total Transportation	\$
<input checked="" type="checkbox"/> School District Vehicle(s)	\$
<input type="checkbox"/> Commercial Transportation Carrier ~ Name: _____	≈ 400
<input type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name: _____	\$
Total Additional Stipends: <u>Sub for 4 days</u>	\$ 600
Other:	\$
Total	\$

Revenues		
District Budget	Code:	\$
Booster Group		\$
Donations		\$
Student Fees		\$ 240.00
Total Additional Stipends:		\$ 3,587.73 - Friends of BWCA Scholarship
Total		\$

\$ 6,717.46

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 *will do before trip*
- 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 *See attached*

TIME

LOCATION

- Maintain Student Roster and Check-in/Check-out Procedure
- Arrangement for Safety Needs (i.e. crossing guards)

Signature of Contact Person: _____

Suzanne Hahn

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 *will do before trip*
Example: Home phone numbers, emergency contacts, medical information
- Additional Information
Note: Provide any additional information.

Signature of Contact Person: _____

Suzanne Hahn

Day Trips and Activities at Menogyn

Menogyn offers dogsledding, winter hikes, snowshoeing, cross country skiing, and a wood stove sauna.

Dog sledding

Our most popular activity is very dependent on the winter conditions. The two mushers will use their discretion to make sure humans and dogs alike have a safe and fun experience. Participants are encouraged to help with feeding and watering of dogs and meet the dogs in the dog yard!

Winter Treks/Hikes/Snowshoes/Skis

Daniels Bluff: a short 45 minute round trip hike. Trail is located behind the dining hall and offers an overlook of Daniel's Lake, which is in the BWCAW. The trail is steep at the end, but very manageable.

Caribou Rock: located off the Hungry Jack Road, it takes about 2 hours round trip from Menogyn. It's about a 1.5 mile walk from the Menogyn landing. The overlook offers a beautiful view of West Bearskin Lake and is one of the most photographed spots in the BWCAW.

Honeymoon Bluff: about a three-hour round trip adventure from camp. The trail is located off the Clearwater Road about three miles from Menogyn. Honeymoon Bluff offers a spectacular view of Hungry Jack and Bearskin Lake.

Rose Falls: about a 3-4 hour roundtrip adventure from camp, Rose Falls is a beautiful waterfall in-between Duncan and Rose Lakes. Rose Lake is on the border of Canada, so you also get views of our friendly northern neighbor.

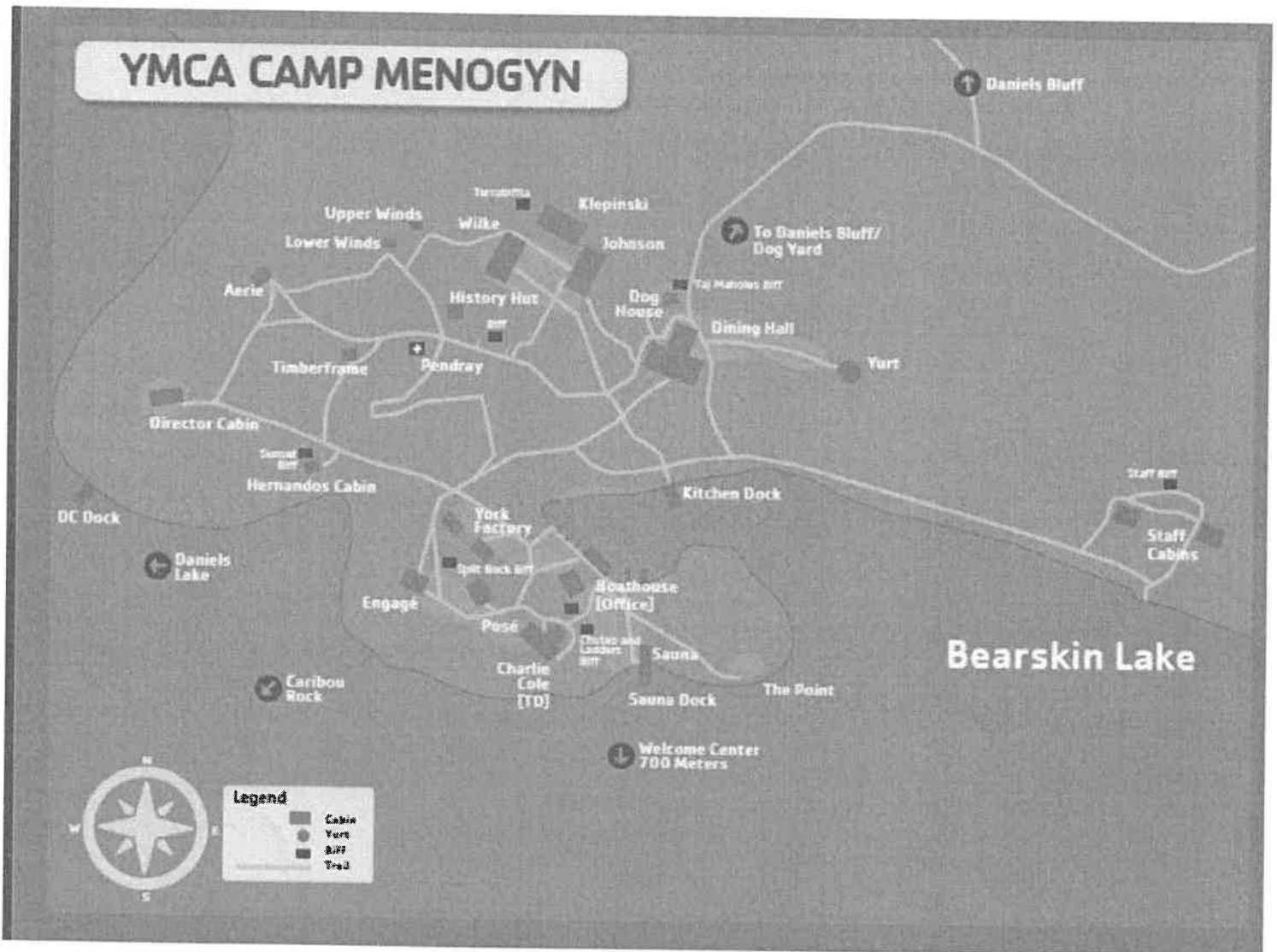
Rose Falls and Bottlecap Overlook: 4-6 hour roundtrip adventure from camp, Bottlecap is a gorgeous overlook of the border lakes. It is well worth the work to get there. The spur trail to Bottlecap is located on the Duncan-Rose portage, so you also get to see Rose Falls.

Sig Olson Lake: a little lake tucked away off Bearskin- hike there in the winter or bushwack/drag your canoe there in the summer (it usually requires some muddy feet in the summer!)

Groomed Ski Trails at East Bearskin Lodge: hop in a vehicle and drive the 15 minutes south of camp to East Bearskin Lodge for some of the finest groomed ski trails in Minnesota. Trails are groomed for classic and skate. Day passes are \$, but worth it. These trails are amazing! You can also grab an adult beverage or mug of cocoa in their lodge after your ski.

Sauna

Menogyn has a traditional wood fired sauna. The staff will stoke the sauna and lifeguard the hole in the lake ice for participants "to dip" during their sauna the final evening of their visit at camp.



YMCA Camp Menogyn is located on the north shore of West Bearskin Lake. In the winter, participants park in our lot on the south shore and walk roughly ½ mile to camp on a packed trail to our site which is mapped out here. Staff will help groups get across the lake with sleds to pull gear.

Cabin Descriptions

The following spaces are winterized and used for housing during the winter months.

Klepinski Cabin

Sleeps 32 participants on top and bottom bunks. Divided into 4 rooms of 8 beds. The four rooms are named Spruce, Cedar, Alder and Fern. The cabin is located along the boardwalk and is a 1-2 minute walk from the dining hall. A heated outhouse is 50 feet from the cabin. This building also has a large main room with tables and couches for programming and relaxing.

Johnson 8

Sleeps eight participants and is located along a boardwalk. It has top and bottom bunks. It is a 1-2 minute walk from the dining hall and 100 feet from a heated outhouse.

Johnson 12

Sleeps twelve participants on top and bottom bunks. Located along a boardwalk, it is a 1-2 minute walk from the dining hall and 100 feet from a heated outhouse.

Wilke 8

Sleeps eight participants and is located along a boardwalk. It has top and bottom bunks. It is a 2 minute walk from the dining hall and 100 feet from a heated outhouse.

Wilke 12

Sleeps twelve participants on top and bottom bunks. Located along a boardwalk, it is a 2 minute walk from the dining hall and 100 feet from a heated outhouse.

Dining Hall East

This is a room located on the main floor of our dining hall, directly adjacent to our indoor bathrooms. The room sleeps 4-6 participants on top and bottom bunks.

Dining Hall West

This is a room located on the main floor of our dining hall, directly adjacent to our indoor bathrooms. The room sleeps 4-6 participants on top and bottom bunks.

Spring

This is a room located in the basement of our dining hall. It sleeps 6 participants on top and bottom bunks. To reach the indoor toilets, participants need to walk up a short staircase.

Summer

This is a room located in the basement of our dining hall. It sleeps 6 participants on top and bottom bunks. To reach the indoor toilets, participants need to walk up a short staircase.

Autumn

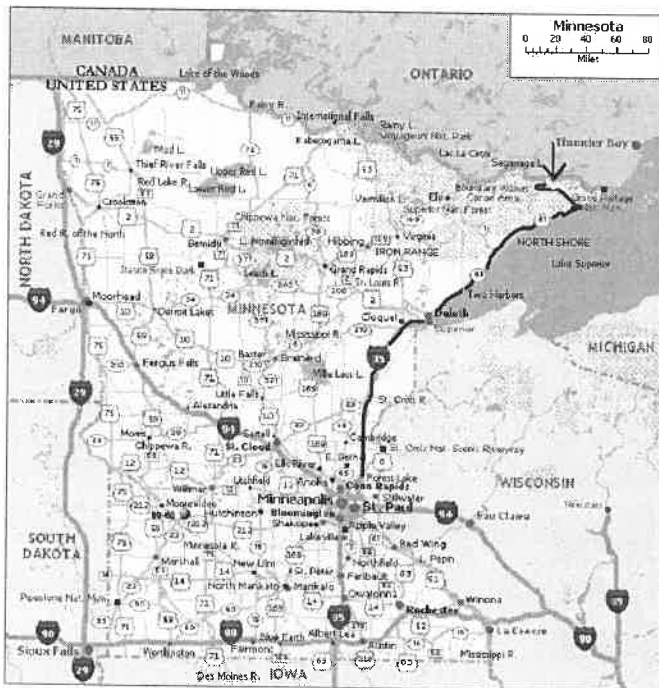
This is a room located in the basement of our dining hall. It sleeps 6 participants on top and bottom bunks. To reach the indoor toilets, participants need to walk up a short staircase.

Winter

This is a room located in the basement of our dining hall. It sleeps 8 participants on top and bottom bunks. To reach the indoor toilets, participants need to walk up a short staircase.

Driving Directions to YMCA Camp Menogyn

- 1) From the Twin Cities, take I-35 NORTH to Duluth.
- 2) In Duluth, follow I-35 NORTH to MN Highway 61 NORTH until Grand Marais.
- 3) In Grand Marais, take a LEFT on the Gunflint Trail/County Road 12. {Please call camp in Grand Marais (218 388 4497) with estimated arrival time}
- 4) Follow the Gunflint Trail for about 35 minutes until County Road 21/Hungry Jack Road.
- 5) Follow the gravel road for about 2.5 miles, eventually there will be a subtle fork in the road, follow the signs to Camp Menogyn.
- 6) Upon arrival, back your car into a parking spot and use the intercom located in a wooden phone box in the Welcome Center to notify staff of your arrival.



Overnight Field Trip Permission Form

I grant permission to my student, _____, to attend the overnight field trip to Camp Menogyn on March 3rd -6th, 2026.

By signing this form, you agree that your student:

- is able to walk a quarter mile across a frozen lake while pulling a sled.
- will behave better on the trip than they do at school.
- will not bring drugs, alcohol, vapes, or tobacco on the trip.
- will treat camp staff with respect and abide by their leadership
- will abide by all camp rules.
- will not use inappropriate language within the group nor to the camp staff.

Failure by your student to follow these expectations will result in consequences upon returning to school and/or removal from camp. YOU WILL HAVE TO PICK UP YOUR STUDENT if they need to be removed.

PLEASE FILL OUT THE FOLLOWING:

1. If your student takes medications regularly, or you foresee them needing any on the trip, please provide instructions below for those medications, including type and dosage:

2. My student IS / IS NOT (circle one) allergic to dogs.

If yes, please provide details about if they will have medication with them or not and if they need to abstain from dog sledding activities or not:

3. My student has the following dietary requirements:

Parent/Guardian Printed Name:

Parent Guardian Signature:

Date:

Best Contact Number for Emergencies:

Camp Menogyn Overnight Field Trip

Dates: March 3rd- 6th 2026

Camp Address: 55 Menogyn Trail, Grand Marais, MN 55604

Important Contacts:

Camp Phone: 651-252-1911 or 218-388-4497

Teacher Leader Cell: Sonja Hakanson 608-408-0437

Transportation:

March 3rd: Students need to be at East by 8:45am SHARP. We will ride in two 7 passenger vans.

March 6th: Departing the camp, we will leave around 2:30 pm from Menogyn, returning around 5:30pm. Students will need to be picked up from East, or arrange to get a ride with another student's guardian.

Behavior Expectations:

Students are expected to behave at a high standard at all times while at the camp. Students are representing East High School and will determine our eligibility to return to the camp in the future.

If students behave poorly while on the trip, depending on the severity of the student's conduct they will receive one or more of the following consequences:

1. Ineligibility to participate on future field trips for the 25-26 school year.
2. Suspension per district rules when returned from the trip.
3. Removal from trip, for severe instances.

If your student needs to be removed from the trip when it is ongoing, you will be notified and required to pick your student up from the camp.

Overnight Field Trip Eligibility

1. Must be enrolled in one of Ms. Hakanson's classes, or be a TA, or in an Independent Study.
2. Passing grade in all classes (D or higher)
3. No more than 8 unexcused class periods (This is total, not per class and includes both study halls and WIN)
4. No more than 9 unexcused tardies (This is total, not per class and includes both study hall and WIN)
5. No assigned OSS time
6. No bus referrals
7. Must be engaged and on task 80% of the class period in Ms. Hakanson's class.

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
 Not Approved

Name: Tom Carveth
Date: 12.22.25

SUPPLEMENTAL TRIP ACTION

Principal: Approved
 Not Approved

Name: Tom Carveth
Date: 12.22.25

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: Recommended
 Not Recommended

Name: Tom Carveth
Date: 12.22.25

Assistant Superintendent: Recommended
 Not Recommended

Name: Anthony Bonk
Date: 1/13/26

School Board: Approved
 Not Approved

Name: _____
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: 11-20-2025

Type of Trip: Instructional Supplementary Extended

1. Organization/Grade/Course Planning Trip: Homecroft 5th grade
2. Contact Person (Responsible for Checklist Completion): Nicole Munthe / Philip Warmaren / Ronde Bushey
3. Field Trip Date(s): 3-4-2026 - 3-6-2026 Destination: Wolf Ridge ELC
4. Field Trip Overview (Include events, establishments and locations): Attend and stay at Wolf Ridge, learning winter survival skills, including some MN Science standards, and returning after 2 nights & 3 days.
5. Field Trip Departure from School (Date and Time): March 4, 2026 8:30 AM
Field Trip Return to School (Date and Time): March 6, 2026 1:30 PM
6. Objectives of Field Trip: To cover MN science standards and to teach our students survival skills and team building.
7. Relationship to Curriculum or Student Learning: 5.3.4.1.3, 5.4.2.1.2, 5.4.4.1.1, 5.1.3.2.1, 5.4.1.1.1
8. Planned Follow-up Field Trip Activities: Students will complete working journals while there, and we will write thank you letters when we return
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	\$21,945
Total Meals	\$
Total Lodging	\$
Total Transportation	\$
<input checked="" type="checkbox"/> School District Vehicle(s) <u>Voyageur bus company</u>	\$
<input type="checkbox"/> Commercial Transportation Carrier ~ Name: _____	
<input type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name: _____	
Total Additional Stipends:	1,800
Other: <u>night time snacks</u>	\$
Total	\$250
	\$23,995

Revenues		
District Budget	Code:	\$
Booster Group		\$
Donations		\$3,000
Student Fees		\$21,945
Total Additional Stipends:		\$
Total		\$24,945

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
- 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
3-4-26 8:30AM	Leave Homecroft
3-4-26 10:30AM	Arrive WR
3-6-26 11:45AM	Leave WR
3-6-26 1:45PM	Arrive Homecroft

- Maintain Student Roster and Check-in/Check-out Procedure
- Arrangement for Safety Needs (i.e. crossing guards)

Signature of Contact Person: Nicole Munthe

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: Nicole Munthe

Adopted:
612.1

MSBA/MASA Model Policy

Revised:

Orig. 1996
Rev. 2025

612.1 DEVELOPMENT OF PARENT AND FAMILY ENGAGEMENT POLICIES FOR TITLE I PROGRAMS

[Note: This policy reflects recent federal statutory changes made by the Every Student Succeeds Act (ESSA) which require school districts and schools to meet with parents and jointly develop parent and family engagement policies at both a district wide and school building level. This policy lists the required components of the parent and family engagement policies described herein and serves as a framework for their development. The policies and these components are mandatory in order for the school district to receive federal funds under this program.]

I. PURPOSE

The purpose of this policy is to encourage and facilitate involvement by parents of students participating in Title I in the educational programs and experiences of students. The policy shall provide the framework for organized, systematic, ongoing, informed, and timely parental involvement in relation to decisions about the Title I services within the school district. The involvement of parents by the school district shall be directed toward both public and private school children whose parents are school district residents or whose children attend school within the boundaries of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to plan and implement, with meaningful consultation with parents of participating children, programs, activities, and procedures for the engagement of parents and families in its Title I programs.
- B. The policy of the school district is to fully comply with 20 United States Code section 6318 which requires the school district to develop jointly with, agree upon with, and distribute to parents of children participating in Title I programs written parent and family engagement policies.

III. DEVELOPMENT OF DISTRICT LEVEL POLICY

The school board directs the administration to develop jointly with, agree upon with, and distribute to parents and family members of participating children a written parent and family engagement policy that will be incorporated into the school district's Title I plan. This policy establishes the expectations for meaningful parent and family involvement and describe how the school district will:

- A. Involve parents and family members in the joint development of the school district's Title I plan and the development of support and improvement plans;
- B. Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the school district in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;
- C. Coordinate and integrate parent and family engagement strategies with similar

strategies, to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs;

- D. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served, including identifying barriers to greater participation by parents in parental involvement activities (with particular attention to, parents who are economically disadvantaged, disabled, have limited English proficiency, have limited literacy, or who are of a racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions;
- E. Use the findings of such evaluations to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the district-level and school-level and family engagement policies; and
- F. Involve parents in the activities of the schools, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the school district to adequately represent the needs of the population served by the school district for the purposes of developing, revising, and reviewing the parent and family engagement policy.

IV. DEVELOPMENT OF SCHOOL LEVEL POLICY

The school board will direct the administration of each school to develop (or amend an existing parental involvement policy) jointly with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents and families, that shall describe the means for carrying out the federal requirements of parent and family engagement. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

- A. The policy will describe the means by which each school with a Title I program will:
 - 1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation in Title I programs, and to explain to parents of participating children the program, its requirements, and their right to be involved;
 - 2. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide with Title I funds transportation, child care, or home visits, as such services relate to parental involvement;
 - 3. Involve parents in an organized, ongoing, and timely way in the planning, review, and improvement of the parental involvement programs, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the school-wide program plan, except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children;
 - 4. Provide parents of participating children with: timely information about Title I programs; a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards; if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children,

and to respond to any such suggestions as soon as practicably possible; and

5. If the school-wide program plan is not satisfactory to the parents of participating children, submit any parent's comments on the plan when it is submitted to the school district.
- B. As a component of this policy, each school shall jointly develop with parents a school/parent compact which outlines how parents, staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The compact shall:
1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to meet state student academic achievement standards;
 2. Describe the ways each parent will be responsible for supporting his or her child's learning by volunteering in his or her child's classroom and participating, as appropriate, in decisions relating to his or her child's education and use of extracurricular time.
 3. Address the importance of communication between teachers and parents on an on-going basis through the use of:
 - a. Annual parent-teacher conferences to discuss the compact and the child's achievement;
 - b. Frequent progress reports to the parents; and
 - c. Reasonable access to staff, opportunities to volunteer, participate in the child's class, and observe in the child's classroom.
 - d. Ensuring regular two-way, meaningful communication between family members and school staff and, to the extent practicable, in a language that family members can understand.
- C. To ensure effective involvement of parents and to support a partnership among the school, parents, and community to improve student academic achievement, the policy will describe how each school and the school district will:
1. Provide assistance to participating parents in understanding such topics as the state's academic content standards and state academic achievement standards, state and local academic assessments, Title I requirements, and how to monitor a child's progress and work with educators to improve the achievement of their children;
 2. Provide materials and training to assist parents in working with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement;
 3. Educate school staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and school;
 4. Coordinate and integrate parental involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children to the extent feasible and appropriate;

5. Ensure, to the extent practicable, that information about school and parent meetings, programs, and activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand; and
 6. Provide such other reasonable support for parental involvement activities as requested by parents.
- D. The policy will also describe the process to be taken if the school district and school choose to:
1. Involve parents in the development of training for school staff to improve the effectiveness of such training;
 2. Provide necessary literacy training with funds received under Title I programs if all other funding has been exhausted;
 3. Pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
 4. Train parents to enhance the involvement of other parents;
 5. Arrange meetings at a variety of times or conduct in-home conferences between teachers or other educators, who work directly with participating children, and parents who are unable to attend such conferences at school in order to maximize parental involvement and participation in school-related activities;
 6. Adopt and implement model approaches to improving parental involvement;
 7. Develop appropriate roles for community-based organizations and business in parental involvement activities; and
 8. Establish a district-wide federal program parent advisory council to provide advice on all matters related to parental involvement in Title I programs.
- E. To carry out the requirements of parent and family engagement, the school district and schools, to the extent practicable, will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language that is understandable by the parents.
- F. The school district and each school shall inform parents and parent organizations of the existence of family engagement in education programs.

The policies will be updated periodically to meet the changing needs of parents and the school.

Legal References: 20 U.S.C. § 6318 (Parent and Family Engagement)

Cross References: None

Resources: U.S. Department of Education: Parent and Family Engagement Non-Regulatory Guidance (January 2025)

~~1067 PARENT/COMMUNITY INVOLVEMENT POLICY~~

~~Independent School District #709 firmly believes that the future success of students in our schools depends on the commitment and effort put forth by our students, their parents, our staff and our community. We believe that parent and community involvement should play an integral part in the shared decision making process. Parents will be provided appropriate data through electronic means. School district and building staff will be expected to post information in support of Policy 1015 School Communications.~~

~~Therefore, it is the policy of Independent School District #709 to encourage and support parent/community activities that:~~

- ~~1. Develop equal partnerships that are committed to and focus on the best interests and educational achievements of our students.~~
- ~~2. Maintain open and effective communication between students, parents, teachers and the community including electronic forms of communication.~~
- ~~3. Stimulate and foster a diverse parental group that is involved in a wide variety of school and community activities.~~

~~Adopted: 06-20-1996 ISD 709~~

~~Revised: 0-6-21-2005 ISD 709~~

709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:
 - a. transportation by school bus is a privilege, not a right;
 - b. school district policies for student conduct and school bus safety;
 - c. appropriate conduct while on the bus;
 - d. the danger zones surrounding a school bus;
 - e. procedures for safely boarding and leaving a school bus;
 - f. procedures for safe vehicle lane crossing; and
 - g. school bus evacuation and other emergency procedures.
2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.
3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.
4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes, section 169.446, subdivision 2.
5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school district may provide kindergarten students with school bus safety training before the first day of school.
8. The school district shall adopt and make available for public review a curriculum for transportation safety education.
9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training Required

- a. The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.
- b. The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:
 - (1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique;
 - (2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques; and
 - (3) electric-assisted bicycle safety, including that a person under the age of 15 is not allowed to operate an electric-assisted bicycle.

2. Instruction

- a. The school district may provide active transportation safety training through distance learning.
- b. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

- A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.
- B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation manager. Serious misconduct may be reported to local law enforcement.

1. 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. In most circumstances, 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.

2. Rules at the Bus Stop

- a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- b. Respect the property of others while waiting at your bus stop.
- c. Keep your arms, legs, and belongings to yourself.
- d. Use appropriate language.
- e. Stay away from the street, road, or highway when waiting for the bus.
- f. Wait until the bus stops before approaching the bus.
- g. After getting off the bus, move away from the bus.
- h. 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.
- i. No fighting, harassment, intimidation, or horseplay.
- j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body inside the bus.
- e. Keep your arms, legs, and belongings to yourself.
- f. No fighting, harassment, intimidation, or horseplay.
- g. Do not throw any object.
- h. No eating, drinking, or use of alcohol, tobacco, or drugs.
- i. Do not bring any weapons or dangerous objects on the school bus.
- j. Do not damage the bus.

4. Consequences

- a. 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 cocurricular and extracurricular 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.

These consequences are outlined in the [Student Handbook](#). See the Table of Contents under Transportation of Public School Students to find the exact page.

(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 also may 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 will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(3) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

(4) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(5) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop 5 minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid Class A, or B Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Section VII.D., below.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
2. reckless driving;
3. improper or erratic traffic lane changes;
4. following the vehicle ahead too closely;
5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;

6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession;
 7. driving a commercial vehicle without the proper class of commercial driver's license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;
 8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and
 9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.
- D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.
- E. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.
- F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

- A. Training
1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

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 handling incidents of misconduct appropriately;
4. Know and understand relevant laws, rules of the road, and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.
2. Only students assigned to the school bus by the transportation office shall be transported. The number of students or other authorized passengers transported in 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. The parent/guardian may designate, pursuant to school district policy, 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 all other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, "school bus" has the meaning given in Minnesota Statutes, section 169.011, subdivision 71. In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, 49 Code of Federal Regulations, Part 571.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
 - b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid

kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.

- c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
- 11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.
- 12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
- 13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

- 1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
 - a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
 - b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
 - (1) safe operation of a type III vehicle;
 - (2) understanding student behavior, including issues relating to students with disabilities;
 - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
 - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
 - (5) handling emergency situations;
 - (6) proper use of seat belts and child safety restraints;
 - (7) performance of pretrip vehicle inspections;
 - (8) safe loading and unloading of students, including, but not limited to:

- (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
 - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
 - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;
 - (d) placing the type III vehicle in "park" during loading and unloading;
 - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
- (9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.
- c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes, section 122A.18, subdivision 8, or Minnesota Statutes, section 123B.03 for school district employees; Minnesota Statutes, section 144.057 or Minnesota Statutes, chapter 245C for day care employees; or Minnesota Statutes, section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.
 - d. Operators shall submit to a physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.
 - e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes, section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.
 - f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes, section 171.321, subdivision 5.
 - g. A person who sustains a conviction, as defined under Minnesota Statutes, 609.02, of violating Minnesota Statutes, section 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes, sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.

- h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes, section 171.3215, subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.
 - i. A person who sustains a conviction, as defined under Minnesota Statutes, section 609.02, of a moving offense in violation of Minnesota Statutes, chapter 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.
 - j. Students riding the type III vehicle must have training required under Minnesota Statutes, section 123B.90, Subd. 2 (See Section II.B., above).
 - k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.
- 2. The Type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes, section 169.451.
 - 3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.
- D. Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement
- 1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:
 - a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.
 - b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.
 - c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.
 - d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.
 - e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes, section 171.02, subdivisions 2a(h) - 2a(j).

- f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre- school Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.
 - g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.
- 2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.
 - 3. A school bus operated under this section must bear a current certificate of inspection.
 - 4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).
- C. School bus drivers and bus assistants for special education students requiring special transportation service because of a disability shall be trained in basic first aid procedures, shall within one (1) month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. Medical Notes shall be maintained on the school bus for students.

IX. SCHOOL DISTRICT 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 state inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated the transportation manager to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required Minnesota Statutes, section 171.321, subdivision 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY HAZARD COMMITTEE

The school board may establish a student transportation safety hazard committee. The chair of the student transportation safety committee is the school district's transportation manager. The school board shall appoint the other members of the student transportation safety hazard committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References: Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses) Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 123B.935 (Active Transportation Safety Training)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education Rules)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)
Minn. Stat. § 171.169 (Notice of Commercial License Suspension)
Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain

Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. Part 383 (Commercial Driver’s License Standards; Requirements and Penalties)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver’s License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. § 383.51 (Disqualification of Drivers)
49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References: MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 707 (Transportation of Public Students)
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

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709 STUDENT TRANSPORTATION SAFETY POLICY

[NOTE: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:
 - a. transportation by school bus is a privilege, not a right;
 - b. school district policies for student conduct and school bus safety;
 - c. appropriate conduct while on the bus;
 - d. the danger zones surrounding a school bus;
 - e. procedures for safely boarding and leaving a school bus;
 - f. procedures for safe vehicle lane crossing; and
 - g. school bus evacuation and other emergency procedures.
2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.
3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.
4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes, section 169.446, subdivision 2.

5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school district may provide kindergarten students with school bus safety training before the first day of school.
8. The school district shall adopt and make available for public review a curriculum for transportation safety education.
9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training Required

- a. The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.
- b. The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:
 - (1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique;
 - (2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques; and
 - (3) electric-assisted bicycle safety, including that a person under the age of 15 is not allowed to operate an electric-assisted bicycle.

2. Instruction

- a. The school district may provide active transportation safety training through distance learning.
- b. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

- A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.
- B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop

misconduct will be reported to the school district's **transportation manager** ~~safety director~~. Serious misconduct may be reported to local law enforcement.

1. 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. In most circumstances, 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.

2. Rules at the Bus Stop

- a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- b. Respect the property of others while waiting at your bus stop.
- c. Keep your arms, legs, and belongings to yourself.
- d. Use appropriate language.
- e. Stay away from the street, road, or highway when waiting for the bus.
- f. Wait until the bus stops before approaching the bus.
- g. After getting off the bus, move away from the bus.
- h. 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.
- i. No fighting, harassment, intimidation, or horseplay.
- j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body inside the bus.
- e. Keep your arms, legs, and belongings to yourself.
- f. No fighting, harassment, intimidation, or horseplay.
- g. Do not throw any object.
- h. No eating, drinking, or use of alcohol, tobacco, or drugs.
- i. Do not bring any weapons or dangerous objects on the school bus.
- j. Do not damage the bus.

4. Consequences

- a. 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 cocurricular and extracurricular 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.

These consequences are outlined in the [Student Handbook](#). See the Table of Contents under Transportation of Public School Students to find the exact page.

(1) ~~Elementary (K-6)~~

~~1st offense — warning
2nd offense — 3 school day suspension from riding the bus
3rd offense — 5 school day suspension from riding the bus
4th offense — 10 school day suspension from riding the bus/meeting with parent
Further offenses — individually considered. Students may be suspended for longer periods of time, including the remainder of the school year.~~

(2) ~~Secondary (7-12)~~

~~1st offense — warning
2nd offense — 5 school day suspension from riding the bus
3rd offense — 10 school day suspension from riding the bus
4th offense — 20 school day suspension from riding the bus/meeting with parent
5th offense — suspended from riding the bus for the remainder of the school year~~

[Note: When any student goes 60 transportation days without a report, the student’s consequences may start over at the first offense.]

(3) 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 also may result from school bus/bus stop misconduct.

(4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(5) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

(6) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop 5 minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

- A. School bus drivers shall have a valid Class A, **or** B, ~~or C~~ Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Section VII.D., below.
- B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.
- C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of

the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
 2. reckless driving;
 3. improper or erratic traffic lane changes;
 4. following the vehicle ahead too closely;
 5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
 6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession;
 7. driving a commercial vehicle without the proper class of commercial driver's license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;
 8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and
 9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.
- D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.
- E. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.
- F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

- A. Training
1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall

meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

[NOTE: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

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 handling incidents of misconduct appropriately;
4. Know and understand relevant laws, rules of the road, and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual.

[NOTE: The school district may use alternative assessments rather than those set forth in the Model School Bus Driver Training Manual for bus driver training competencies with the approval of the Commissioner of Public Safety. A driver also may receive at least 8 hours of school bus in-service training in any year as an alternative to being assessed for bus driver competencies after the initial year of being assessed for bus driver competencies.]

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.

[NOTE: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

2. Only students assigned to the school bus by the **transportation office** school district shall be transported. The number of students or other authorized passengers transported in 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. The parent/guardian may designate, pursuant to school district policy, 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 all other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

[NOTE: A school district is not required to comply with Section VII.A.5. if the school board determines that alternative locations block traffic, impair student safety, or are not cost effective.]

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, "school bus" has the meaning given in Minnesota Statutes, section 169.011, subdivision 71. In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, 49 Code of Federal Regulations, Part 571.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.

9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
 - b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.
 - c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.
12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
 - a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
 - b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
 - (1) safe operation of a type III vehicle;

- (2) understanding student behavior, including issues relating to students with disabilities;
 - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
 - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
 - (5) handling emergency situations;
 - (6) proper use of seat belts and child safety restraints;
 - (7) performance of pretrip vehicle inspections;
 - (8) safe loading and unloading of students, including, but not limited to:
 - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
 - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
 - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;
 - (d) placing the type III vehicle in "park" during loading and unloading;
 - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
 - (9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.
- c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes, section 122A.18, subdivision 8, or Minnesota Statutes, section 123B.03 for school district employees; Minnesota Statutes, section 144.057 or Minnesota Statutes, chapter 245C for day care employees; or Minnesota Statutes, section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.
 - d. Operators shall submit to a physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.
 - e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes, section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill

random alcohol testing requirements.

- f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes, section 171.321, subdivision 5.
 - g. A person who sustains a conviction, as defined under Minnesota Statutes, 609.02, of violating Minnesota Statutes, section 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes, sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.
 - h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes, section 171.3215, subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.
 - i. A person who sustains a conviction, as defined under Minnesota Statutes, section 609.02, of a moving offense in violation of Minnesota Statutes, chapter 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.
 - j. Students riding the type III vehicle must have training required under Minnesota Statutes, section 123B.90, Subd. 2 (See Section II.B., above).
 - k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.
- 2. The Type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes, section 169.451.
 - 3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement

- 1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:
 - a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.
 - b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.

- c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.
 - d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.
 - e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes, section 171.02, subdivisions 2a(h) - 2a(j).
 - f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre- school Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.
 - g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.
- 2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.
 - 3. A school bus operated under this section must bear a current certificate of inspection.
 - 4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).

[NOTE: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

- C. School bus drivers and bus assistants for special education students requiring special transportation service because of a disability shall be trained in basic first aid procedures, shall within one (1) month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. **Medical Notes shall be maintained on the school bus for students.** ~~Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:~~
 - 1. ~~the student's name and address;~~
 - 2. ~~the nature of the student's disabilities;~~
 - 3. ~~emergency health care information; and~~

4. ~~the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.~~

IX. SCHOOL DISTRICT 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 state inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated **the transportation manager** ~~an individual~~ to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required Minnesota Statutes, section 171.321, subdivision 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY **HAZARD COMMITTEE**

The school board may establish a student transportation safety **hazard** committee. The chair of the student transportation safety committee is the school district's school transportation safety director. The school board shall appoint the other members of the student transportation safety **hazard** committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

- Legal References:**
- Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)
 - Minn. Stat. § 123B.03 (Background Check)
 - Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
 - Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
 - Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
 - Minn. Stat. § 123B.90 (School Bus Safety Training)
 - Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
 - Minn. Stat. § 123B.935 (Active Transportation Safety Training)
 - Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)

Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education Rules)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)
Minn. Stat. § 171.169 (Notice of Commercial License Suspension)
Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. Part 383 (Commercial Driver's License Standards; Requirements and Penalties)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. § 383.51 (Disqualification of Drivers)
49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References: MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 707 (Transportation of Public Students)
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

~~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~~

~~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. Standees 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

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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, marker 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

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~~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~~

~~8010 RESPONSIBILITIES OF THE SCHOOL BOARD~~

~~Members of the School Board, individually and collectively, recognize and welcome their responsibilities for listening to comments and suggestions from the residents of the School District.~~

~~School Board members individually will refer compliments, suggestions, and constructive criticism about operational matters directly to the Superintendent for appropriate consideration and action. Comments affecting policy will be routed through regular channels to the School Board meeting agenda for consideration by the School Board as a whole.~~

~~No School Board member individually will speak for, or in the name of, the total School Board. In communicating with the news media (printed and electronic), School Board members must make it clear they are speaking only their own opinions and not necessarily that of the School Board. School Board members may make official statements on matters already adopted.~~

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

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

~~8035 REIMBURSEMENTS FOR NEGOTIATIONS~~

~~School Board Members who serve as negotiators for the School District may elect to be compensated at the following rates for negotiations between the School District and each of the employee bargaining units:~~

- ~~• forty dollars (\$40.00) per official negotiation session of not more than four (4) hours duration;~~
- ~~• seventy dollars (\$70.00) per official negotiation session of more than four (4) hours duration up to eight (8) hours duration;~~
- ~~• one hundred dollars (\$100.00) per official negotiation session of more than eight (8) hours duration up to ten (10) hours duration;~~
- ~~• one hundred forty dollars (\$140.00) per official negotiation session of more than ten (10) hours duration up to fourteen (14) hours duration;~~
- ~~• one hundred fifty dollars (\$150.00) per official negotiation session for any session lasting more than fourteen (14) hours.~~

~~Reference: MSA 123.33~~

~~Adopted: 04-17-1990 ISD 709~~

~~Revised: 06-20-1995~~

~~03-21-2000~~

~~01-18-2005 ISD 709~~

~~8040 RETIREMENT FROM THE SCHOOL BOARD~~

~~Retiring members of the School Board shall be appropriately recognized and thanked for their service to the schools and community.~~

~~Retiring members shall be offered continuing privileges as may be legally provided them. These may include, but not be limited to, the following:~~

- ~~1. Regular issues of news bulletins of the school system.~~
- ~~2. Annual reports.~~
- ~~3. Selected special reports.~~
- ~~4. Complimentary passes to athletic and other school activities.~~
- ~~5. Personal invitations to special public functions of the School Board.~~

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

~~Revised: 04-12-1977~~

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

~~8055 NEGOTIATIONS CODE OF ETHICS~~

~~The State of Minnesota, through legislative action, has taken cognizance of the need for a public policy governing employee-employer relationships and has set forth in Minnesota Statutes Annotated, Chapter 179, Section 179.61, the following:~~

~~"It is the public policy of this state and the purpose of Sections 179.62 to 179.77 to promote orderly and constructive relationships between all public employers and their employees subject, however, to the paramount right of the citizens of this state to keep inviolate the guarantees for their health, education, safety and welfare."~~

~~The School Board is aware that compensation of employees represents the greatest portion of the School District budget and the outcome of salary negotiations has the single greatest effect on School District expenditures. To assist the School Board in the conduct of negotiations, to ensure open effective communication regarding negotiations with the respective employee bargaining units, and to promote orderly and constructive relationships between the School Board and employees, School Board members and administrative staff are pledged to support the following code of ethics.~~

~~The School Board and administration will:~~

- ~~1. Make every reasonable effort to provide accurate and complete information to employees and the general public through in-house publications, news media (printed and electronic) and other appropriate means.~~
- ~~2. Respect the rights of all employees as established by the Public Employees Labor Relations Act (PELRA) and shall not engage in unfair labor practices as prohibited by that act.~~
- ~~3. Make every effort to preserve the concept that the governance of School District schools shall remain with the public's duly elected representative, the School Board.~~
- ~~4. Make every reasonable effort to arrive at a settlement which is economically practicable and which will not compromise the general well-being of students.~~
- ~~5. Regularly review the status of negotiations at School Board meetings and take initial proposals of both parties known to employees and public with an analysis of the potential impact of the proposals upon the School District.~~
- ~~6. Not circumvent the established negotiations process by negotiating with individual employees who are not members of the employee unit bargaining team.~~
- ~~7. Not circumvent the established negotiations process by allowing School District administrators and members of the School Board who have not been designated as members of the School District bargaining team to negotiate or attempt to negotiate with members of the employee unit bargaining team.~~
- ~~8. Avoid, insofar as is possible, the involvement of students in labor negotiations and expect the bargaining units will also avoid such student involvement.~~

~~Adopted: 01-20-1981 ISD 709~~

~~8070~~ — ~~SUSPENSION OF POLICIES AND BY-LAWS~~

~~Policies of the School Board shall be subject to suspension only upon a majority vote of the members of the School Board present at a meeting in the call for which the proposed suspension has been described in writing, or upon a unanimous vote of all members of the School Board when no such written notice has been given.~~

~~By-Laws of the School Board shall be subject to suspension only upon a majority vote of all members of the School Board at a meeting in the call for which the proposed suspension has been described in writing, or upon a unanimous vote of all the members of the School Board when no such written notice has been given.~~

~~Reference: Robert's Rules of Order, Newly Revised, section 25, pp. 224-228: "Rules protecting absentees or a basic right of the individual member cannot be suspended, even by general consent or a unanimous vote. For example, the rule requiring previous notice of a proposed amendment to the bylaws protects the absentees, and its suspension would violate their rights" unless ALL members have an opportunity to vote.~~

Legal Reference: ~~MSA 123.33~~

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

~~Revised: 04-12-1977~~

~~06-20-1995 ISD 709~~

~~8075~~ ~~FORMULATION OF ADMINISTRATIVE REGULATIONS~~

~~The School Board shall delegate to the Superintendent the function of specifying required actions and designing the detailed arrangements under which the schools will be operated. Such rules and detailed arrangements shall constitute the administrative regulations governing the schools. They must, in every respect, be consistent with the policies adopted by the School Board.~~

~~In the absence of applicable policy, the Superintendent is authorized to establish needed regulations. Such regulations may be subject to later confirmation in School Board policy.~~

~~The School Board shall formulate and approve administrative regulations only when specific state laws require School Board approval, or may do so when the Superintendent recommends School Board approval in light of strong community attitudes, or negative staff reaction, or other forms of controversy.~~

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

~~Revised: 05-10-1977~~

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

~~8105~~ ~~COVERAGE OF SCHOOL BOARD MEETINGS~~

~~The School Board encourages the news media to cover all of its regular and special meetings.~~

~~To provide background for the interpretation of School District affairs, the School Board will direct the Superintendent, whenever necessary, to hold press conferences or briefing sessions at which members of the School Board, administrators, or members of citizens' committees appointed by the School Board may communicate directly with media representatives, either before or after a regular or special School Board meeting.~~

~~Responsibility for the details of such briefings or conferences, and for ongoing liaison with media representatives in connection with School Board affairs, will be that of the Superintendent or his/her designee.~~

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

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

~~8120~~ — ~~DISPOSAL OF SCHOOL BOARD PROPERTIES~~

- ~~1. The School District administration will provide the School Board with an updated official appraisal, in a timely manner, of all property to be disposed.~~
- ~~2. The School Board will provide other units of government with the initial opportunity to acquire such property with the right reserved to be reimbursed for 80% of any profit another public body may make on the properties sales should the government body sell the property.~~
- ~~3. Property shall not be released without knowledge of its proposed utilization, and no property is to be released for the purpose or subsequent purpose of usage as a school other than ISD 709. By contract, such violation shall result in the property reverting back to ISD 709.~~
- ~~4. Property shall not be released if the proposed utilization may be of a nature that is inconsistent with the public interest as determined by the School Board.~~
- ~~5. If property is advertised for sale on a bid basis, the School Board shall reserve its right to reject any or all bids.~~
- ~~6. The School Board may choose to negotiate the sale of properties, seeking to obtain in the transaction the fair value of the properties.~~

~~Legal References:~~ ~~MSA 123.36~~
~~MSA 123.37~~
~~MSA 471.345~~

~~Opinion of Schools' Attorney, dated February 21, 1974, is quoted as follows: "...the School Board need not advertise for bids for real estate of the school district which it desires to dispose of, but that such sale may be negotiated by the School District with any prospective buyer, assuming that adequate consideration is paid by the buyer for the property."~~

~~Adopted: 04-20-1976 ISD 709~~
~~Revised: 04-12-1977~~
~~08-17-1993~~
~~06-20-1995 ISD 709~~

~~8125 RECOGNITION OF STAFF~~

~~The School Board will consider, as appropriate, the presentation of certificates of appreciation to retiring members of the staff who have rendered outstanding service for an extended period of time and who have earned the high regard of other staff members and the community.~~

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

~~Revised: 08-9-1983~~

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

~~9000 ANNUAL MEETING~~

~~The annual meeting of the School Board for organizational purposes, shall be held on the first Monday after January 1, unless this date is a holiday, then the meeting should be held the next day or as soon as practical, and shall be called to order by the most recently selected chairperson, if they are still a member of the board. If they are not a member, the most recently selected vice chair, clerk or treasurer, in that order, should be asked to call the meeting to order. The School Board shall at once seat new board members, then elect, by ballot or voice vote, a Chairperson, a Treasurer, and a Clerk for the ensuing year. The School Board, at its annual meeting, shall also elect a Vice Chairperson for the year, by ballot, or in any other manner, who shall discharge the duties of the chairperson during the absence or disability of that officer. The School Board may also, at such time, appoint other employees or officials it deems necessary for the conduct of the business of the School Board during the ensuing year.~~

~~Legal References:~~ ~~MS 123B.14 Subd. 1~~

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

~~Revised: 06-08-1976~~

~~06-20-1995~~

~~02-15-2000~~

~~10-16-2001~~

~~03-15-2011~~

~~12-20-2011 ISD 709~~

~~9070 — REGULAR MEETINGS / OTHER MEETINGS~~

~~Regular meetings of the School Board shall be held the third Tuesday of each month at 6:30 p.m. at the Historic Old Central High School unless otherwise scheduled by the School Board. Other Tuesdays of each month, along with committee meeting days, will be reserved for Committee of the Whole meetings to be called by the Chairperson, the School Board, or through the written request of three School Board Members.~~

~~The use of other days for meetings should be kept to a minimum.~~

~~Refer to Bylaw 9100 — Special Meetings~~

~~MN Statute 123B.09 Sub. 6~~

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

~~Revised: 02-08-1972~~

~~12-11-1973~~

~~05-11-1976~~

~~04-21-1987~~

~~01-04-1993~~

~~06-20-1995~~

~~06-20-2000~~

~~06-17-2014 ISD 709~~

~~9085 — NOTIFICATION OF MEETINGS~~

~~Notification of meetings shall be made as required by law and as additionally provided in the School Board's Policies and By Laws. The School Board or the Superintendent may require the attendance of staff members.~~

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

~~Revised: 02-08-1972~~

~~02-11-1973~~

~~05-11-1976~~

~~04-21-1987~~

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

~~9100~~ **SPECIAL MEETINGS**

~~The Chairperson, or in the absence of the Chairperson the Vice Chairperson, may call special meetings of the School Board at any time or place when he/she may deem it necessary. The acting presiding officer shall call a meeting of the School Board at a designated time and place when requested in writing to do so by three (3) or more members of the School Board.~~

~~Refer to Bylaw 9070 — Regular Meetings / Other Meetings~~

~~MN Statute 123B.09 Subd. 6~~

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

~~Revised: 02-08-1972~~

~~12-11-1973~~

~~05-11-1976~~

~~04-21-1987~~

~~06-20-1995~~

~~06-17-2014 ISD 709~~

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 6, 2026

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 - N/A

2) Supporting Every Student

a. 2026-2027 Course Changes

2

3) Improving Systems - N/A

B. Teaching, Learning, and Equity Board Summary Report

1) KEYZone

10

2) Check and Connect

15

3) Secondary Schedule Update

20

4) Credit Course Update

25

C. Budget Update - N/A

D. Other

4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: January 6th, 2026

Topic: 26-27 High School Course Changes

Presenter(s): Julie Stauber, Jen Larva

Attachment: Yes

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

Proposal of the upcoming 26-27 high school course changes.

This Requires School Board Approval : Yes

26-27 Course Changes

High School

Action	Course Title	Content Area	Course Length	Credits	Description
Add	CITS American Sign Language 3	World Language	Year	1.0	American Sign Language 3 continues the study of American Sign Language (ASL) by developing students' intermediate communication skills. Building on the ASL 2 foundation, this course will expand vocabulary base in ASL. Includes an in-depth study of the principles of American Sign Language as used receptively and expressively in communication with deaf individuals. College Course Credit TBD with UMD.
Add	ProStart 3: School Cafe and Bakery SBE	CTE	Semester	1.0 Block	Designed for students who have a foundational understanding of the hospitality industry and wish to deepen their knowledge and skills. Students will focus on advanced principles of restaurant operations, customer service strategies, event management, while catering events, running the student cafe and bakery, and competing in the Minnesota ProStart Invitational. Operations may include managing budgets, coordinating complex events, and designing innovative guest experiences while exploring leadership roles within the culinary and hospitality industries.
Add	Outdoor Leadership	CTE	Semester	.5	This course prepares students to manage land and natural resources for outdoor recreation while promoting environmental stewardship. Students will learn to design sustainable programs and manage outdoor spaces that protect ecosystems, wildlife habitats, and provide enjoyable experiences. Topics include land use planning, sustainable resource management, and balancing ecological health with recreation demands. The course emphasizes responsible management practices, public education, and community engagement for the benefit of both wildlife and visitors.
Add	Social Studies 9	Social Studies	Semester	.5	Through the application of spatial concepts, students will explore human social organization and its impacts. Using geographic tools and methods, students will gain insight into the geographic considerations involved in everyday decisions and trends, including <i>immigration and citizenship and elections</i> . Students will also analyze the role of geography in current events and discuss its relation to civic engagement and participation.

Add	Intro to Business and Entrepreneurship	CTE	Semester	.5	Students will develop an entrepreneurial mindset; a mindset capable of critical thinking and problem solving in a fast-paced professional environment. Students develop core knowledge and skills needed for starting their own business venture or non-profit organization. Students will investigate the impact entrepreneurs have on the economy while exploring diverse pathways to entrepreneurship. They will engage in the discovery process to generate and validate new business ideas and develop a plan to market their business. The class examines entrepreneurial theory as well as real world situations. All Business and Marketing students have the opportunity to join and compete in DECA.
Add	Entrepreneurship 2: Small Business Development	CTE	Year	1.0	This course involves operating a school-based, startup, or simulated business including a school store. This course will build upon the innovation and entrepreneurial skills from the introductory class. Students will engage in business planning by researching, designing, and launching (or planning) a new venture. They will cover key areas like competitive analysis, product development, operations, financial analysis, and marketing strategy to gain essential business preparation skills.
Add	AP Business with Personal Finance	CTE	Year	1.0	Comparable to a college-level introduction to business course, students explore the business disciplines of entrepreneurship, marketing, finance, accounting, and management through real-world business applications, case studies, and project based learning. In addition, students learn and apply all the National Standards for Personal Financial Education created by the Council for Economic Education and the Jump\$tart Coalition for Personal Financial Literacy. *This course satisfies the requirement for Personal Finance. Students do not need to take the semester course.
Add	Hospitality, Travel & Tourism	CTE	Semester	.5	Introduces a wide range of topics in the hospitality, travel, and tourism industry hotel and restaurant management, travel and tourism options, resorts and theme parks, restaurant and food service options, and events planning. Job shadowing, industry tours, student participation in simulations, and participation in DECA hospitality and tourism events are embedded within the course to help students align career pathway interests.
Add	Introduction to Graphic Arts & Design	CTE	Semester	.5	Curious about how to design logos, create digital art, or lay out a magazine? This entry-level course is your hands-on introduction to the world of Graphic Arts and Design. No experience is needed! You'll learn to apply artistic skills and computer techniques to create professional commercial concepts. We cover design basics like color theory and concept sketching while getting you started with industry-standard software like Adobe Photoshop, Illustrator, and InDesign. You'll learn to turn your ideas into digital artwork and understand the basics of commercial art business operations.
Add	Advanced Graphic Design & Commercial	CTE	Semester	.5	This advanced course is for students who want to apply their design skills to the commercial business world. Building on introductory knowledge,

	Applications				the class focuses on high-level digital production and commercial communication. Key skills include advanced illustration, complex print preparation, and foundational web page design. 5 You will gain hands-on experience in the Graphic Arts Lab, mastering printing processes like sublimation and vinyl printing. Crucially, you'll learn essential business-making skills, such as contracts and pricing, needed to pursue a career in commercial graphic design.
Add	Advanced Commercial & Business Photography	CTE	Semester	.5	This advanced course takes your photography skills into the business world. After successful completion of the first two photo courses, you'll learn how to successfully run a commercial photography enterprise. The main focus is on real-world career applications. You will master advanced technical skills—like complex studio lighting and specialized printing preparation—while applying them to commercial and industrial projects (e.g., product and corporate photography). Crucially, you'll gain business-making skills including: developing professional contracts and proposals, pricing your work and managing clients, and building a professional portfolio and online presence. This class is your path to becoming a working professional through real project experience.
Add	Moving Images - Animation	CTE	Semester	.5	Moving Image—Animation courses explore the creative and conceptual aspects of designing and producing animated images for storytelling and multimedia presentations including dramatic narratives; artistic and experimental presentations and installations; and ambient, interactive, immersive and performance media. Topics may include motion graphics; compositing and visual effects; 2D and 3D animation; timing and spacing; aspect ratio; video editing; animation physics and expressions; pre- and post-production methods, tools and processes; animation presentation, transmission, distribution, and marketing; and contextual, cultural, and historical aspects and considerations.
Add	Advanced Animation	CTE	Semester	.5	This advanced course is designed for students with a foundational understanding of animation principles and production workflows. It focuses on specialized, high-level production techniques and the conceptual development of complex animated projects for professional and experimental contexts.
Add	Digital Media Design & Production - Media Lab 1	CTE	Semester	.5	Digital Media Design & Production is a student-run digital journalism and media production course. You'll be creating the media the school actually uses: weekly announcements, newsletters, podcasts, videos, and content for the student YouTube channel. You'll learn the full production pipeline — reporting, writing for the web and print, filming, podcasting, editing, and graphic design. Every week means real deadlines, real audiences, and real impact. If you want to tell stories, shape culture, and make stuff people actually watch and read, this is your class. 123
Add	Advanced Production &	CTE	Semester	.5	Advanced Production & Broadcast Journalism takes media production to a

	Broadcast Journalism - Lab 2				professional level. Students step into advanced TV/video, film, and audio production roles — directing studio shoots, producing high-impact reporting, creating longer-form packages, and leading editorial teams. You'll explore 6 cinematic techniques, lighting setups, motion graphics, multi-camera production, and broadcast journalism standards. Additional topics include media law, station operations, FCC guidelines, the economics and influence of the media industry, and career pathways in audio/visual communication. Students will not only create their own programs — they'll run the show.
Add	Reading Acceleration	Elective	Semester	.5	This course provides personalized literacy instruction to level up literacy skills and improve reading and writing in all courses. Students will learn strategies to tackle new vocabulary and boost comprehension of complex texts.
Add Prerequisite	CITS Ceramics & Sculpture	Art	Semester	.5	Proposed Prerequisite: Ceramics & Sculpture 1
Title and Requirement Change	Computer Science 10	CTE			Proposed Title Change: Change from Computer Science 10 to Computer Science Proposed Change: Change from Required to an Elective
Title Change	Futures 9	CTE	Semester	.5	Proposed Title: Futures Seminar 9 This course will be adjusted and brought into the CTE Work Based Learning pathway.
Title and Description Change	College, Career, and Life Readiness 11	CTE	Semester	.5	Proposed Title: College, Career, and Life Seminar 11 This course will be adjusted and brought into the CTE Work Based Learning pathway. Proposed Description: This course is designed to provide students activities in preparing for their next step after high school. In addition to exploring all post-secondary opportunities, it allows students to analyze and investigate their personal strengths and abilities as they relate to career areas of interest and develop related career and academic plans. Students will learn and apply skills necessary to excel in the workforce in a variety of settings. This course meets the Career Seminar requirement to allow students to take Work Experience courses and earn high school credit for employment.
Title and Description Change	The Art of Photo and Cinema	Art	Semester	.5	Proposed Title: Photography and Media Arts 1 Proposed Description: Enhance your photo and cinema skills! This class offers you the opportunity to learn about and create works involving image

					composition, digital photo editing, movie editing, animation, sound, lighting, and special effects. You will learn to use Adobe Photoshop and video editing software to bring your creative ideas to life! No previous computer knowledge or skills are necessary.
Title and Description Change	Advanced Photo and Cinema	Art	Semester	.5	Proposed Title: Advanced Photography and Media Arts Proposed Description: Enhance your photo and cinema skills! This class offers you the opportunity to learn about and create works involving image composition, digital photo editing, movie editing, animation, sound, lighting, and special effects. You will learn to use Adobe Photoshop and video editing software to bring your creative ideas to life! No previous computer knowledge or skills are necessary.
Title and Description Change	Intro to Agriculture, Food & Natural Resource Sciences	CTE	Semester	.5	Proposed Title: Sustainable Environmental Systems Proposed Description: This course explores environmental sciences in agriculture and natural resource management, focusing on sustainable practices that balance productivity and ecological health. Topics include soil and water conservation, climate change, biodiversity, pollution management, and agriculture's role in carbon sequestration. Students will examine technologies and strategies that promote resource efficiency and reduce environmental degradation, using case studies and practical applications to address current challenges and contribute to sustainable systems.
Description Change	Art Across Medium	Art	Semester	.5	Proposed Description: This one-semester course introduces learners to various visual art forms, including painting and sculpture. Students will learn key characteristics in artworks and understand art's historical role. Through hands-on activities, discussion, and research, learners develop an appreciation for art in daily life.
Description change	Drawing & Painting 1	Art	Semester	.5	Proposed Description: This hands-on introductory course requires no prior experience and is open to students of all levels. You will learn fundamental drawing and painting skills through projects focusing on observation, design basics, and color theory. The class actively explores various materials, including pencil, charcoal, ink, watercolor, acrylics, and digital tools, culminating in the technical skills needed to create effective visual art.
Description Change	Advanced Drawing & Painting	Art	Semester	.5	Proposed Description: This advanced studio course moves beyond basics to refine your artistic voice and

					build a professional portfolio. You will work independently on personalized, contract-style projects involving complex narratives, expressive themes, and commercial challenges. Combining in-depth research and critical thinking, the final goal is a strong collection of art suitable for college applications, exhibitions, or professional submissions.
Description Change	Ceramics & Sculpture	Art	Semester	.5	Proposed Description: Students will learn clay handbuilding skills, such as pinch, coil, and slab construction. Develop a comprehensive understanding of glaze chemistry and application methods to achieve desired surface effects. Design and execute both functional objects (e.g., bowls, mugs, containers) and non-objective or figurative sculptural pieces using other materials. Students will analyze historical, cultural, and contemporary ceramics materials, terminology, styles, and techniques, developing an appreciation for the vast history and diverse applications of the medium.
Delete	Civics	Social studies	Semester	.5	No longer meets standards
Delete	International Studies	Social Studies	Year	1.0	No longer meets standards
Delete	Graphic Arts 1, 2, 3	Art	Year	1.0	Replacing with updated program offerings.
Delete	Agriculture, Food & Natural Resources	AFNR	Semester	.5	Adding Ecological Systems for a Sustainable Future to replace AFNR
Delete	Business Management, Leadership and Coaching	Business & Marketing	Semester	.5	Replacing with updated program offerings.
Delete	Intro to Baking & Pastry	Hospitality Careers: Culinary	Semester	.5	Replacing with updated program offerings.
Delete	Intro to Business & Marketing	Business & Marketing	Semester	.5	Replacing with updated program offerings.
Delete	Starting Your Own Business - Entrepreneurship	Business & Marketing	Semester	.5	Replacing with updated program offerings.
					126

COW Agenda Cover Sheet**Meeting Date: January 6, 2026****Topic: Board Summary Report KEYZone****Presenter(s): Melissa Fanning and Kate Corbett****Attachment: Yes****Brief Summary of Presentation or Topic (no more than a few sentences):**

The focus remains on promoting learning, building life skills, and ensuring year-round fun and support for all participants.

This Requires School Board Approval : No

Summary Report – K.E.Y. Zone Program

Lake Superior YMCA (Formally Duluth Area Family YMCA)

Community Services Branch

A Program of the Duluth Community Education

Reporting Date: January 6, 2026

Mission

K.E.Y. Zone provides a safe, supportive, and engaging environment where youth in grades K–5 can learn, grow, and thrive. The program offers educational support along with enrichment in STEM, environmental education, arts and crafts, cultural activities, youth leadership, and community collaboration. Programming is available during the school year, summer, and school breaks, including day camp opportunities. The focus remains on promoting learning, building life skills, and ensuring year-round fun and support for all participants.

History

Beginnings: 1991 – The Start of School’s Out Programs

The YMCA launched before and after-school programming in 1991 through partnerships with Homecroft, Lakewood, and Lester Park Schools called School’s Out. Initially supported by grant funding, the program transitioned to a fee-based model with scholarship support. From its inception, the program emphasized affordable, safe, and enriching opportunities for youth. ISD709 provides a school aged care called Kid Connection in the other elementary schools.

Expanding Through Partnership: 2004 – 21st CCLC Grant

In 2004, the YMCA secured a 21st Century Community Learning Centers (CCLC), strengthening partnerships with ISD 709, local colleges, and the Grant Community School Collaborative. Programming operated at Nettleton, Lowell, and Grant Schools, focusing on developing 21st-century skills, improving academic achievement, and building school and community connectedness.

Growth and Collaboration: 2012 – Second 21st CCLC Grant

A second 21st CCLC grant in 2012 further strengthened collaboration between Duluth Public Schools and the YMCA. Programs served students at Stowe, Laura MacArthur, Piedmont, Myers Wilkins, Lowell, and Lincoln Middle School through Kid Connection, Schools’ Out, and Excel Targeted Services. Strategic planning efforts between ISD 709 and the YMCA led to the launch of K.E.Y. Zone.

K.E.Y. Zone Structure:

2012 – Spring 2024: The District and the YMCA operated under a shared staffing model, with the District overseeing billing and registration functions and the YMCA providing program staff and supplies. Net revenues were shared between both organizations.

Summer 2024 – Present: The YMCA assumed full responsibility for staffing, billing, and registration, while maintaining a revenue-sharing arrangement with the District.

School Year Programming: Programming includes academic support and enrichment experiences, offering youth opportunities to engage in structured activities from 2:15 p.m. – 6:00 p.m.

Summer and Break Days: Programs operate from 7:00 a.m. to 6:00 p.m., offering full day, engaging experiences for youth when school is not in session.

Enrollment

School Year Enrollment

- Total enrolled: **934**
- Waitlist: 9
- Site totals:
 - Congdon: 190
 - Homecroft: 115
 - Lakewood: 46
 - Laura MacArthur: 28
 - Lester Park: 177 (WL 1)
 - Lowell: 160
 - Myers Wilkins: 110 (WL 6)
 - Piedmont: 78 (WL 2)
 - Stowe: 30

Summer Enrollment (3 locations)

- Average enrollment: **450** youth

Staffing

The program is supported by a strong team of youth-focused staff:

- 12 leadership staff
- 150 frontline staff
- Workforce composition: 90% college/high school-aged and 10% older adults

The program complies with Minnesota Department of Children, Youth, and Families (DCYF) requirements, including fingerprint-based background checks, strict ratios (1:15 or fewer), maximum group size of 30, and no combining with other programs—ensuring eligibility for CCAP. Staff maintain CPR/First Aid certification, complete 6 hours of pre-service training before working independently with youth, and 32 hours of annual training.

School District Partnership

YMCA Provides:

- Staffing and training
- Billing, registration, and financial assistance
- Budget and HR management
- DCYF certification oversight including Childcare County Assistance
- Program structure and goals
- Grant funding

District Provides:

- Space
- Maintenance
- Printing and device services
- Badge access
- Wi-Fi access
- Building Safety

Impact / Highlights

- **Run Club (September- October):** An inclusive, high-energy enrichment activity designed to help youth build healthy habits, develop confidence, and stay active through fun running-based challenge
- **Lights On Afterschool (October):** Celebrated as part of a national recognition of afterschool programming.
- **Guest Reading Month (February):** Community members served as guest readers.
- **Career Week (March):** Professionals shared insights on careers and life skills.

- **Cooking Club:** Hands-on learning experience promoting healthy habits, supported by local businesses.
- **Grant Funding:** Secured multiple grants to support outdoor education, STEM, cultural enrichment, youth philanthropy, and food access initiatives.

Thank You

Thank you for the ongoing partnership and collaboration in support of youth and families in our community. Together, we provide high-quality programming that ensures positive outcomes for those we serve.



COW Agenda Cover Sheet

Meeting Date: January 6, 2026

Topic: Board Summary Report Check and Connect

Presenter(s): Sarah Laulunen

Attachment: Yes

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

The program aims to build sustainable systems that promote equity, engagement, and academic success.

This Requires School Board Approval : No

Teaching Learning and Equity Department/Program Board Summary Report

Report Identification

Field	Information
Department/Program Name:	Check & Connect District Wide
Report Title:	Check & Connect
Report Leader:	Sarah Laulunen- Check & Connect Coordinator
Date Submitted:	November 19, 2025
Date of Board Meeting:	December 2, 2025

Check & Connect Program Report

I. Program Purpose

The Check & Connect program strengthens student engagement and reduces absenteeism, academic failure, and dropout rates through on-going mentoring and individualized support. By building strong relationships among students, families, and schools, the program ensures each student stays connected to their education and is supported in achieving academic and behavioral success.

Using data-informed strategies and consistent mentorship, Check & Connect promotes persistence, accountability, and equitable outcomes, particularly for BIPOC students at risk of disengagement.

II. Program Objectives & Goals

The program aims to build sustainable systems that promote equity, engagement, and academic success.

- Strengthen student attendance and engagement through consistent mentor relationships.
- Identify early warning signs of disengagement and intervene promptly through MTSS teams
- Support students in achieving individualized academic and behavioral goals.
- Collaborate with educators and families to ensure a unified support network.
- Reduce course failures and increase graduation rates among BIPOC students.
- Build capacity to use Check & Connect data for continuous improvement and equity-driven decision-making.

III. Key Actions & Activities

This year we have 8 total mentors-

- 5 of 6 positions are currently filled at Denfeld High School. The 6th position is being offered to a candidate (as of 11/20/25).
- 2 of 2 positions are currently filled at East High School.

1. Student Monitoring & Support

- Mentors are trained in the use of the Check & Connect model.
- Mentors are trained in ACE's and Functions of Behavior.
- Mentors are trained in Motivational Interviewing alongside county social workers.
- Mentors participate in monthly case consult.

2. Relationship-Building & Family Outreach

- Mentors are trained in individualized interventions and relationship building techniques.
- Mentors are trained in techniques utilized within home visit models and supported through modeling.

- Mentors participate in truancy court, evaluation result meetings and other community appointments to support caregivers.

3. Staff & Community Collaboration

- Mentors meet regularly with building teams to collaborate about student success.
- Mentors sit on building MTSS teams to assure criteria is utilized to determine C&C rosters.
- Mentors participate in local multi-disciplinary SARB meeting to address attendance concerns

4. Data Analysis & Communication

- Mentors are given regular fidelity checks to assure the program is fully implemented.
- Reports are generated to show growth in student success.

IV. Outcomes & Results-

During the 2024-2025 School Year 27 of 28 Check & Connect Students Graduated with 1 remaining student entering the Bridge Program.

We are currently serving 78 Students at Denfeld High School.

- 68% of Students are BIPOC Students
- 32% of Students are Caucasian
- 24% of Students are receiving SPED services.
- Staff at Denfeld have provided over 21,000 minutes of intervention in quarter 1 of the 25-26 school year.
- Staff at Denfeld have spent over 6,800 minutes connecting with families/caregivers.
- Staff at Denfeld have supported students in completing 13.5 credits worth of credit recovery during quarter 1 of the 25-26 school year.

We are currently serving 27 Students at East High School.

- 22% of Students are BIPOC Students
- 78% of Students are Caucasian
- 17 of the 27 enrolled students are using Check & Connect as an SRBI instead of an initial SPED evaluation.
- Staff at East have provided over 9,000 minutes of intervention in quarter 1 of the 25-26 school year.

- Staff at East have spent over 2600 minutes connecting with families/caregivers during quarter 1 of the 25-26 school year.

V. Next Steps

1. Data Systems & Evaluation (Q1–Q2 2025)

- Explore the use of EduClimber as an integrated dashboard to monitor attendance, academic, and behavioral data in real time.
- Conduct quarterly reviews with disaggregated analysis to refine interventions.

2. Family & Community Engagement (Ongoing)

- Strengthen partnerships with community organizations such as the Valley Youth Center, Lincoln Park Collaborative and Neighborhood Youth Services and expand outreach to BIPOC families.

VI. Future Focus:

1. Equity & Access: Sustain improvements in BIPOC student outcomes.
2. Sustainability: Secure ongoing funding and mentor capacity.
3. Policy Alignment: Embed Check & Connect outcomes within district equity frameworks.

COW Agenda Cover Sheet**Meeting Date: January 6, 2026****Topic: Board Summary Report Secondary Schedule Update****Presenter(s): Jen Larva****Attachment: Yes****Brief Summary of Presentation or Topic (no more than a few sentences):**

The core objective is to have a schedule that supports student and teacher needs and allows for intervention, student agency, and belonging.

This Requires School Board Approval : No

Teaching Learning and Equity Department/Program Board Summary Report

This report is designed for Department or Program Leaders to provide a concise, high-level overview of their area's status, activities, and future plans to the School Board.

Report Identification

Field	Information
Department/Program Name:	Secondary
Report Title:	Update on MS and HS schedule
Report Leader:	Jen Larva
Date Submitted:	November 21, 2025
Date of Board Meeting:	December 2, 2025



Summary Report

I. Program Objectives & Goals

The core objective is to have a schedule that supports student and teacher needs and allows for intervention, student agency, and belonging.

II. Key Actions & Activities

Action 1: High School Schedule Committee Work (Last Year)

- A new committee was formed last year to propose changes to the high school secondary schedule.
- The committee discussed various options and recommended altering the schedule on two days a week.
- The proposed alteration would shorten the regular periods and add a 35-minute "Connection" period on each of those two days.
- The recommendation was shared with DFT leadership and Senior Leaders.
- No changes were made for the 25-26 school year.
- **Data Point:** Students and families have expressed displeasure with the current 7-period day due to the loss of the "WIN" (What I Need) period from the previous 6-period day.

Action 2: Student Survey Administration (October/November 2025)

- A student survey regarding the 7-period day was administered, asking questions about the choices students are making.
 - Only 356 students took the survey.
 - Students who don't have 7 classes reported it was often due to lack of space in electives.
 - Many students are not taking 7 periods because the homework load is too much.
 - Some students have reported to counselors that they don't need 7 classes and would choose to have a study hall. They appreciate the flexibility of not having a 7th class.
- Students taking the survey were asked about the types of electives they would like to see offered.
 - **Medical/Health Sciences:** Many students requested more medical field courses, health-science based courses, EMT/EMR training, and forensic science.
 - **Computer Science and Technology:** Interest was high for computer science, coding/programming, cybersecurity, digital animation, and engineering/Solidworks.
 - **Arts and Music:** Respondents frequently mentioned more art, advanced art, digital art, music, music theory, music production, choir, photography, and theater.
 - **Practical Life Skills and Trades:** Students desired classes useful for real life, including cooking/culinary, sewing/knitting, welding, construction/woodworking, drivers ed., and financial/complex topics (insurance, investing).

- **Languages and Social Studies:** Requests included more world languages (Mandarin, French, Italian, Latin, Polish, Russian, Portuguese), Latin American history, Global Religions/Philosophy, and Anthropology.

Action 3: Site-Level Opportunity Day Schedules

- Sites developed with their department teams a schedule to address the current monthly Opportunity Days, building in time for students to engage with clubs as well as receive teacher support.
 - **East High School Principal Input:**
 - East has chosen to shorten regular class periods on PAWS days to allow for dedicated time for all students and staff to meet the needs of opportunity days. Currently this format allows two 40 minute PAWS opportunity periods during those days.
 - Department Chairs and administrators are unanimous in the opinion that this is a more manageable structure throughout the day. We continue to meet with POV students to build understanding there are many factors to consider.
 - **Denfeld High School Principal Input:**
 - We follow the regular 7 period schedule. Students sign up for clubs and activities.
 - Teachers complete a spreadsheet for any student who is currently failing during the quarter. Information gathered includes conferencing with the student, communication with the parent or guardian, and the conditions offered to help the student earn a passing grade.
 - The priority for scheduling students is academic with secondary options for clubs and activities.

Action 4: Middle School Schedule Review

- The MS schedule committee met last spring.
- Staff survey data was reviewed regarding the current middle school schedule.
- The committee decided that no changes to the schedule would be considered until the 2027-28 school year.

Action 5: Middle School Model Presentation

- Four committee members were accepted as presenters to the national AMLE conference to share our journey in adopting a middle school model.
- The model centers on four identified cornerstones: Advisory, Enrichment, Intervention, and Teaming.
- This work led to the modified block schedule, which includes Advisory and AREA (Academic, Relearning, Enrichment, and Activity) time embedded twice per week with "skinny" and "Block" days.

- Brian Kazmierchek, Kristin Paschen, Morgan Costley and Jen Larva presented during a breakout session at the conference in Indianapolis in November.

III. Outcomes & Results

High School Recommendation: The committee's recommendation for the two-day "Connection" period was made to the District's Federation of Teachers (DFT) president and Senior Leaders. No action was taken on the recommendation. The committee has not met this year due to the lack of contractual flexibility that would allow for a new schedule option. We will continue to consult as contract negotiations commence for the new contract period.

- **Impact:** Students currently have limited access to teachers for completing work, making up tests, or receiving interventions, and cannot engage in as many clubs as desired.

HS Student Survey: The results of the student survey were reviewed with counselors and principals at a meeting on November 21.

Middle School Outcome: Based on the staff survey data reviewed last spring, the committee determined that the Middle School would continue with the current schedule for a full three years before considering another schedule change.

IV. Next Steps

Next Step 1: Reconvene committee as contract negotiations commence.

- Any alterations to the 7 period day must be done in collaboration with bargaining units prior to or concurrently with negotiations.

Next Step 2: MS Committee Check-in (Mid-Year)

- The Middle School committee will meet mid-year to determine if staff should be surveyed again this spring to address any current concerns.

V. Future Focus Area: Addressing Secondary Teacher Recruitment and Student Loss

- Analyze the crisis of having qualified teachers to teach College in the Schools (CITS) courses.
- Consider an alternative schedule that allows for an "office day" for teachers/students that better aligns with a college schedule.
- Address the loss of students to Post-Secondary Enrollment Options (PSEO).

COW Agenda Cover Sheet**Meeting Date: January 6, 2026****Topic: Board Summary Report Credit Course Update****Presenter(s): Jen Larva, Julie Stauber, and Danette Seboe****Attachment: Yes****Brief Summary of Presentation or Topic (no more than a few sentences):**

To ensure a relevant, rigorous, and equitable course catalog that aligns with academic standards and provides diverse pathways for student success in post-secondary education and careers.

This Requires School Board Approval : No

Teaching Learning and Equity Department/Program Board Summary Report

Report Identification

Field	Information
Department/Program Name:	Curriculum and Instruction
Report Title:	Credit and Course Updates
Report Leader:	Jen Larva, Julie Stauber, Danette Seboe
Date Submitted:	November 21, 2025
Date of Board Meeting:	December 2, 2025

Summary Report

I. Program Objectives & Goals

To ensure a relevant, rigorous, and equitable course catalog that aligns with academic standards and provides diverse pathways for student success in post-secondary education and careers.

II. Key Actions & Activities

Action 1: Departments and Content Specialists Submit Course Recommendations

- *Description:* Departments, in collaboration with Content Specialists, conducted an annual review of current offerings, standards alignment, and student needs, resulting in formal submissions for new courses, course revisions, and credit changes (e.g., x new courses proposed, y credit changes requested).

Action 2: Course Recommendations Presented to Director, Principals

- *Description:* Course proposals were reviewed by the Secondary leadership team that includes the Director of Secondary Education, MnMTSS and Curriculum and Instruction Coordinator and School Principals to ensure operational feasibility, resource alignment, and consistency across schools. Feedback was gathered and incorporated.

Action 3: Course Recommendations Presented to Counselors

- *Description:* Recommendations were shared with school Counselors to inform their upcoming work on registration, student advising protocols, and graduation requirements. This step ensures accurate communication to students and families.

Action 4: Review of District-Required Semester Courses

- *Description:* A review was conducted on the four district-required, non-state-required semester courses (9th Grade Futures, Computer Science 10, College Career and Life Readiness (grade 11), and Personal Finance (grade 12) implemented with the 7-period day schedule. Meetings were held with principals and counselors to discuss course retention, elimination, and necessary curriculum adjustments.
- *Key Proposal Status:* We will be proposing at the board Committee of the Whole meeting that the District retain current graduation credit requirements (total number of credits required) but no longer require Computer Science 10, instead offering it as an elective choice option. All secondary teachers will be responsible for teaching computer science standards as it is appropriate to their content area. Professional development will be ongoing.
- *Further Development:* We are implementing changes to the 11th grade College, Career and Life Readiness (CCLR), altering the frameworks to move it into our CTE Work Based Learning. State CTE leaders were consulted to determine the feasibility of moving this course into our Work Based Learning pathway as a seminar course. This change was strongly supported by state leaders, principals, and counselors. Altering the course to add the frameworks for the work seminar will result in the course meeting the requirements for the Work Based Seminar. As a result, all students can move into credit bearing Work Based Learning or Work Experience courses upon successful completion without the need to take the seminar concurrently. The official recommendation will be brought to the board at the January meeting.

III. Outcomes & Results

Area 1: Past board supported culturally responsive courses have been successfully created, offered, and scheduled based on student interest.

Course Title	School	Status/Planned	Student Requests
Ethnic Studies	Denfeld	Running 2nd semester	21
	East	Not running this year	0
	AEO	Running one section	N/A
Global and Indigenous Sports	Denfeld	Running	52
	East	Not running	0
CITS Anishinabe of Lake Superior	East	Running	19
	Denfeld	Planned for 2nd semester (pending qualified teacher)	20
African American Literature	Denfeld	Running 1 section first semester	26
	East	Not running	0
Diverse Perspectives	Denfeld	Running one section	46
	East	Not running	3

Area 2: Standards Integration

- Reading and writing standards have been infused into all content standards.
- Similarly, Native American standards are now infused into state content standards.

IV. Next Steps

- **Next Step 1: Formal Board Action (Course Catalog)** Request formal Board approval for the finalized list of new courses, revisions, and credit updates at the January Committee of the Whole Meeting.
- **Next Step 2: Finalize Course Catalog Document** The final draft of the 2026-2027 Course Catalog will be completed before the student enrollment window.
- **Next Step 3: Registration Kick-off** The finalized course catalog and registration information will be sent home to secondary families in January

V. Future Focus Focus will shift to successful implementation of the new curriculum and supporting the registration windows (IC open for students: January-February 2026 for MS and HS).

Policy Committee Meeting
 Duluth Public Schools, ISD 709
 Agenda
 Tuesday, January 13, 2026
 District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811
 5:30 PM

- | | |
|--|----|
| 1. AGENDA ITEMS | |
| 2. POLICIES FOR FIRST READING | |
| A. 612.1 Development of Parental Involvement Policies for Title I Programs
(replacing 1067 Parent/Community Involvement Policy) | 2 |
| 3. POLICIES FOR SECOND READING | |
| A. 709 Student Transportation Safety Policy (replacing 3150 & 3160) | 7 |
| 4. POLICIES TO CONSIDER FOR DELETION | |
| A. 8000 Series | 34 |
| B. 9000 Series | 43 |
| 5. REGULATIONS - Informational | |
| 6. OTHER | |

Adopted:
612.1

MSBA/MASA Model Policy

Revised:

Orig. 1996
Rev. 2025

612.1 DEVELOPMENT OF PARENT AND FAMILY ENGAGEMENT POLICIES FOR TITLE I PROGRAMS

[Note: This policy reflects recent federal statutory changes made by the Every Student Succeeds Act (ESSA) which require school districts and schools to meet with parents and jointly develop parent and family engagement policies at both a district wide and school building level. This policy lists the required components of the parent and family engagement policies described herein and serves as a framework for their development. The policies and these components are mandatory in order for the school district to receive federal funds under this program.]

I. PURPOSE

The purpose of this policy is to encourage and facilitate involvement by parents of students participating in Title I in the educational programs and experiences of students. The policy shall provide the framework for organized, systematic, ongoing, informed, and timely parental involvement in relation to decisions about the Title I services within the school district. The involvement of parents by the school district shall be directed toward both public and private school children whose parents are school district residents or whose children attend school within the boundaries of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to plan and implement, with meaningful consultation with parents of participating children, programs, activities, and procedures for the engagement of parents and families in its Title I programs.
- B. The policy of the school district is to fully comply with 20 United States Code section 6318 which requires the school district to develop jointly with, agree upon with, and distribute to parents of children participating in Title I programs written parent and family engagement policies.

III. DEVELOPMENT OF DISTRICT LEVEL POLICY

The school board directs the administration to develop jointly with, agree upon with, and distribute to parents and family members of participating children a written parent and family engagement policy that will be incorporated into the school district's Title I plan. This policy establishes the expectations for meaningful parent and family involvement and describe how the school district will:

- A. Involve parents and family members in the joint development of the school district's Title I plan and the development of support and improvement plans;
- B. Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the school district in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;
- C. Coordinate and integrate parent and family engagement strategies with similar

strategies, to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs;

- D. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served, including identifying barriers to greater participation by parents in parental involvement activities (with particular attention to, parents who are economically disadvantaged, disabled, have limited English proficiency, have limited literacy, or who are of a racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions;
- E. Use the findings of such evaluations to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the district-level and school-level and family engagement policies; and
- F. Involve parents in the activities of the schools, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the school district to adequately represent the needs of the population served by the school district for the purposes of developing, revising, and reviewing the parent and family engagement policy.

IV. DEVELOPMENT OF SCHOOL LEVEL POLICY

The school board will direct the administration of each school to develop (or amend an existing parental involvement policy) jointly with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents and families, that shall describe the means for carrying out the federal requirements of parent and family engagement. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

- A. The policy will describe the means by which each school with a Title I program will:
 - 1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation in Title I programs, and to explain to parents of participating children the program, its requirements, and their right to be involved;
 - 2. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide with Title I funds transportation, child care, or home visits, as such services relate to parental involvement;
 - 3. Involve parents in an organized, ongoing, and timely way in the planning, review, and improvement of the parental involvement programs, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the school-wide program plan, except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children;
 - 4. Provide parents of participating children with: timely information about Title I programs; a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards; if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children,

and to respond to any such suggestions as soon as practicably possible; and

5. If the school-wide program plan is not satisfactory to the parents of participating children, submit any parent's comments on the plan when it is submitted to the school district.
- B. As a component of this policy, each school shall jointly develop with parents a school/parent compact which outlines how parents, staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The compact shall:
1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to meet state student academic achievement standards;
 2. Describe the ways each parent will be responsible for supporting his or her child's learning by volunteering in his or her child's classroom and participating, as appropriate, in decisions relating to his or her child's education and use of extracurricular time.
 3. Address the importance of communication between teachers and parents on an on-going basis through the use of:
 - a. Annual parent-teacher conferences to discuss the compact and the child's achievement;
 - b. Frequent progress reports to the parents; and
 - c. Reasonable access to staff, opportunities to volunteer, participate in the child's class, and observe in the child's classroom.
 - d. Ensuring regular two-way, meaningful communication between family members and school staff and, to the extent practicable, in a language that family members can understand.
- C. To ensure effective involvement of parents and to support a partnership among the school, parents, and community to improve student academic achievement, the policy will describe how each school and the school district will:
1. Provide assistance to participating parents in understanding such topics as the state's academic content standards and state academic achievement standards, state and local academic assessments, Title I requirements, and how to monitor a child's progress and work with educators to improve the achievement of their children;
 2. Provide materials and training to assist parents in working with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement;
 3. Educate school staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and school;
 4. Coordinate and integrate parental involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children to the extent feasible and appropriate;

5. Ensure, to the extent practicable, that information about school and parent meetings, programs, and activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand; and
 6. Provide such other reasonable support for parental involvement activities as requested by parents.
- D. The policy will also describe the process to be taken if the school district and school choose to:
1. Involve parents in the development of training for school staff to improve the effectiveness of such training;
 2. Provide necessary literacy training with funds received under Title I programs if all other funding has been exhausted;
 3. Pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
 4. Train parents to enhance the involvement of other parents;
 5. Arrange meetings at a variety of times or conduct in-home conferences between teachers or other educators, who work directly with participating children, and parents who are unable to attend such conferences at school in order to maximize parental involvement and participation in school-related activities;
 6. Adopt and implement model approaches to improving parental involvement;
 7. Develop appropriate roles for community-based organizations and business in parental involvement activities; and
 8. Establish a district-wide federal program parent advisory council to provide advice on all matters related to parental involvement in Title I programs.
- E. To carry out the requirements of parent and family engagement, the school district and schools, to the extent practicable, will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language that is understandable by the parents.
- F. The school district and each school shall inform parents and parent organizations of the existence of family engagement in education programs.

The policies will be updated periodically to meet the changing needs of parents and the school.

Legal References: 20 U.S.C. § 6318 (Parent and Family Engagement)

Cross References: None

Resources: U.S. Department of Education: Parent and Family Engagement Non-Regulatory Guidance (January 2025)

~~1067 PARENT/COMMUNITY INVOLVEMENT POLICY~~

~~Independent School District #709 firmly believes that the future success of students in our schools depends on the commitment and effort put forth by our students, their parents, our staff and our community. We believe that parent and community involvement should play an integral part in the shared decision making process. Parents will be provided appropriate data through electronic means. School district and building staff will be expected to post information in support of Policy 1015 School Communications.~~

~~Therefore, it is the policy of Independent School District #709 to encourage and support parent/community activities that:~~

- ~~1. Develop equal partnerships that are committed to and focus on the best interests and educational achievements of our students.~~
- ~~2. Maintain open and effective communication between students, parents, teachers and the community including electronic forms of communication.~~
- ~~3. Stimulate and foster a diverse parental group that is involved in a wide variety of school and community activities.~~

~~Adopted: 06-20-1996 ISD 709~~

~~Revised: 0-6-21-2005 ISD 709~~

Adopted: _____

MSBA/MASA Model Policy 709

Orig. 1995

Revised: _____

Rev. 2025

709 STUDENT TRANSPORTATION SAFETY POLICY

[NOTE: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:
 - a. transportation by school bus is a privilege, not a right;
 - b. school district policies for student conduct and school bus safety;
 - c. appropriate conduct while on the bus;
 - d. the danger zones surrounding a school bus;
 - e. procedures for safely boarding and leaving a school bus;
 - f. procedures for safe vehicle lane crossing; and
 - g. school bus evacuation and other emergency procedures.
2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.
3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.
4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes, section 169.446, subdivision 2.

5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school district may provide kindergarten students with school bus safety training before the first day of school.
8. The school district shall adopt and make available for public review a curriculum for transportation safety education.
9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training Required

- a. The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.
- b. The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:
 - (1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique;
 - (2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques; and
 - (3) electric-assisted bicycle safety, including that a person under the age of 15 is not allowed to operate an electric-assisted bicycle.

2. Instruction

- a. The school district may provide active transportation safety training through distance learning.
- b. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

- A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.
- B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop

misconduct will be reported to the school district's **transportation manager** ~~safety director~~. Serious misconduct may be reported to local law enforcement.

1. 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. In most circumstances, 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.

2. Rules at the Bus Stop

- a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- b. Respect the property of others while waiting at your bus stop.
- c. Keep your arms, legs, and belongings to yourself.
- d. Use appropriate language.
- e. Stay away from the street, road, or highway when waiting for the bus.
- f. Wait until the bus stops before approaching the bus.
- g. After getting off the bus, move away from the bus.
- h. 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.
- i. No fighting, harassment, intimidation, or horseplay.
- j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body inside the bus.
- e. Keep your arms, legs, and belongings to yourself.
- f. No fighting, harassment, intimidation, or horseplay.
- g. Do not throw any object.
- h. No eating, drinking, or use of alcohol, tobacco, or drugs.
- i. Do not bring any weapons or dangerous objects on the school bus.
- j. Do not damage the bus.

4. Consequences

- a. 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 cocurricular and extracurricular 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.

These consequences are outlined in the [Student Handbook](#). See the Table of Contents under Transportation of Public School Students to find the exact page.

(1) ~~Elementary (K-6)~~

~~1st offense — warning~~

~~2nd offense — 3 school day suspension from riding the bus~~

~~3rd offense — 5 school day suspension from riding the bus~~

~~4th offense — 10 school day suspension from riding the bus/meeting with parent~~

~~Further offenses — individually considered. Students may be suspended for longer periods of time, including the remainder of the school year.~~

(2) ~~Secondary (7-12)~~

~~1st offense — warning~~

~~2nd offense — 5 school day suspension from riding the bus~~

~~3rd offense — 10 school day suspension from riding the bus~~

~~4th offense — 20 school day suspension from riding the bus/meeting with parent~~

~~5th offense — suspended from riding the bus for the remainder of the school year~~

[Note: When any student goes 60 transportation days without a report, the student's consequences may start over at the first offense.]

(3) 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 also may result from school bus/bus stop misconduct.

(4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(5) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

(6) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENTA. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop 5 minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

- A. School bus drivers shall have a valid Class A, **or** B, ~~or~~ C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Section VII.D., below.
- B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.
- C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of

the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
 2. reckless driving;
 3. improper or erratic traffic lane changes;
 4. following the vehicle ahead too closely;
 5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
 6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession;
 7. driving a commercial vehicle without the proper class of commercial driver's license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;
 8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and
 9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.
- D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.
- E. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.
- F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

- A. Training
1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall

meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

[NOTE: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

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 handling incidents of misconduct appropriately;
4. Know and understand relevant laws, rules of the road, and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual.

[NOTE: The school district may use alternative assessments rather than those set forth in the Model School Bus Driver Training Manual for bus driver training competencies with the approval of the Commissioner of Public Safety. A driver also may receive at least 8 hours of school bus in-service training in any year as an alternative to being assessed for bus driver competencies after the initial year of being assessed for bus driver competencies.]

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.

[NOTE: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

2. Only students assigned to the school bus by the **transportation office** school district shall be transported. The number of students or other authorized passengers transported in 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. The parent/guardian may designate, pursuant to school district policy, 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 all other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

[NOTE: A school district is not required to comply with Section VII.A.5. if the school board determines that alternative locations block traffic, impair student safety, or are not cost effective.]

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, "school bus" has the meaning given in Minnesota Statutes, section 169.011, subdivision 71. In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, 49 Code of Federal Regulations, Part 571.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.

9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
 - b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.
 - c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.
12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
 - a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
 - b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
 - (1) safe operation of a type III vehicle;

- (2) understanding student behavior, including issues relating to students with disabilities;
 - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
 - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
 - (5) handling emergency situations;
 - (6) proper use of seat belts and child safety restraints;
 - (7) performance of pretrip vehicle inspections;
 - (8) safe loading and unloading of students, including, but not limited to:
 - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
 - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
 - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;
 - (d) placing the type III vehicle in "park" during loading and unloading;
 - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
 - (9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.
- c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes, section 122A.18, subdivision 8, or Minnesota Statutes, section 123B.03 for school district employees; Minnesota Statutes, section 144.057 or Minnesota Statutes, chapter 245C for day care employees; or Minnesota Statutes, section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.
 - d. Operators shall submit to a physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.
 - e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes, section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill

random alcohol testing requirements.

- f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes, section 171.321, subdivision 5.
 - g. A person who sustains a conviction, as defined under Minnesota Statutes, 609.02, of violating Minnesota Statutes, section 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes, sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.
 - h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes, section 171.3215, subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.
 - i. A person who sustains a conviction, as defined under Minnesota Statutes, section 609.02, of a moving offense in violation of Minnesota Statutes, chapter 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.
 - j. Students riding the type III vehicle must have training required under Minnesota Statutes, section 123B.90, Subd. 2 (See Section II.B., above).
 - k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.
2. The Type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes, section 169.451.
 3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:
 - a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.
 - b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.

- c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.
 - d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.
 - e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes, section 171.02, subdivisions 2a(h) - 2a(j).
 - f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre- school Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.
 - g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.
- 2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.
 - 3. A school bus operated under this section must bear a current certificate of inspection.
 - 4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).

[NOTE: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

- C. School bus drivers and bus assistants for special education students requiring special transportation service because of a disability shall be trained in basic first aid procedures, shall within one (1) month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. **Medical Notes shall be maintained on the school bus for students.** ~~Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:~~
 - 1. ~~the student's name and address;~~
 - 2. ~~the nature of the student's disabilities;~~
 - 3. ~~emergency health care information; and~~

4. ~~the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.~~

IX. SCHOOL DISTRICT 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 state inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated **the transportation manager** ~~an individual~~ to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required Minnesota Statutes, section 171.321, subdivision 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY **HAZARD COMMITTEE**

The school board may establish a student transportation safety **hazard** committee. The chair of the student transportation safety committee is the school district's school transportation safety director. The school board shall appoint the other members of the student transportation safety **hazard** committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References: Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses) Minn. Stat. § 123B.03 (Background Check)
 Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
 Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
 Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
 Minn. Stat. § 123B.90 (School Bus Safety Training)
 Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
 Minn. Stat. § 123B.935 (Active Transportation Safety Training)
 Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)

Minn. Stat. Ch. 169 (Traffic Regulations)
 Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
 Minn. Stat. § 169.02 (Scope)
 Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
 Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education Rules)
 Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
 Minn. Stat. § 169.454 (Type III Vehicle Standards)
 Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
 Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
 Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
 Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
 Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
 Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)
 Minn. Stat. § 171.169 (Notice of Commercial License Suspension)
 Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)
 Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
 Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
 Minn. Stat. Ch. 245C (Human Services Background Studies)
 Minn. Stat. § 609.02 (Definitions)
 Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
 49 C.F.R. Part 383 (Commercial Driver's License Standards; Requirements and Penalties)
 49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
 49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
 49 C.F.R. § 383.5 (Transportation Definitions)
 49 C.F.R. § 383.51 (Disqualification of Drivers)
 49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References: MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
 MSBA/MASA Model Policy 707 (Transportation of Public Students)
 MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
 MSBA/MASA Model Policy 710 (Extracurricular Transportation)

~~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~~

~~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.~~ Standees 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~~

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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, marker 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

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~~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~~

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~~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~~

8010 RESPONSIBILITIES OF THE SCHOOL BOARD

Members of the School Board, individually and collectively, recognize and welcome their responsibilities for listening to comments and suggestions from the residents of the School District.

School Board members individually will refer compliments, suggestions, and constructive criticism about operational matters directly to the Superintendent for appropriate consideration and action. Comments affecting policy will be routed through regular channels to the School Board meeting agenda for consideration by the School Board as a whole.

No School Board member individually will speak for, or in the name of, the total School Board. In communicating with the news media (printed and electronic), School Board members must make it clear they are speaking only their own opinions and not necessarily that of the School Board. School Board members may make official statements on matters already adopted.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

8035 REIMBURSEMENTS FOR NEGOTIATIONS

School Board Members who serve as negotiators for the School District may elect to be compensated at the following rates for negotiations between the School District and each of the employee bargaining units:

- forty dollars (\$40.00) per official negotiation session of not more than four (4) hours duration,
- seventy dollars (\$70.00) per official negotiation session of more than four (4) hours duration up to eight (8) hours duration,
- one hundred dollars (\$100.00) per official negotiation session of more than eight (8) hours duration up to ten (10) hours duration,
- one hundred forty dollars (\$140.00) per official negotiation session of more than ten (10) hours duration up to fourteen (14) hours duration,
- one hundred fifty dollars (\$150.00) per official negotiation session for any session lasting more than fourteen (14) hours.

Reference: MSA 123.33

Adopted: 04-17-1990 ISD 709

Revised: 06-20-1995

03-21-2000

01-18-2005 ISD 709

8040 RETIREMENT FROM THE SCHOOL BOARD

Retiring members of the School Board shall be appropriately recognized and thanked for their service to the schools and community.

Retiring members shall be offered continuing privileges as may be legally provided them. These may include, but not be limited to, the following:

1. Regular issues of news bulletins of the school system.
2. Annual reports.
3. Selected special reports.
4. Complimentary passes to athletic and other school activities.
5. Personal invitations to special public functions of the School Board.

Adopted: 06-09-1970 ISD 709

Revised: 04-12-1977

06-20-1995 ISD 709

8055 NEGOTIATIONS CODE OF ETHICS

The State of Minnesota, through legislative action, has taken cognizance of the need for a public policy governing employee-employer relationships and has set forth in Minnesota Statutes Annotated, Chapter 179, Section 179.61, the following:

"It is the public policy of this state and the purpose of Sections 179.62 to 179.77 to promote orderly and constructive relationships between all public employers and their employees subject, however, to the paramount right of the citizens of this state to keep inviolate the guarantees for their health, education, safety and welfare."

The School Board is aware that compensation of employees represents the greatest portion of the School District budget and the outcome of salary negotiations has the single greatest effect on School District expenditures. To assist the School Board in the conduct of negotiations, to ensure open effective communication regarding negotiations with the respective employee bargaining units, and to promote orderly and constructive relationships between the School Board and employees, School Board members and administrative staff are pledged to support the following code of ethics.

The School Board and administration will:

1. Make every reasonable effort to provide accurate and complete information to employees and the general public through in-house publications, news media (printed and electronic) and other appropriate means.
2. Respect the rights of all employees as established by the Public Employees Labor Relations Act (PELRA) and shall not engage in unfair labor practices as prohibited by that act.
3. Make every effort to preserve the concept that the governance of School District schools shall remain with the public's duly elected representative, the School Board.
4. Make every reasonable effort to arrive at a settlement which is economically practicable and which will not compromise the general well-being of students.
5. Regularly review the status of negotiations at School Board meetings and take initial proposals of both parties known to employees and public with an analysis of the potential impact of the proposals upon the School District.
6. Not circumvent the established negotiations process by negotiating with individual employees who are not members of the employee unit bargaining team.
7. Not circumvent the established negotiations process by allowing School District administrators and members of the School Board who have not been designated as members of the School District bargaining team to negotiate or attempt to negotiate with members of the employee unit bargaining team.
8. Avoid, insofar as is possible, the involvement of students in labor negotiations and expect the bargaining units will also avoid such student involvement.

Adopted: 01-20-1981 ISD 709

8070 SUSPENSION OF POLICIES AND BY-LAWS

Policies of the School Board shall be subject to suspension only upon a majority vote of the members of the School Board present at a meeting in the call for which the proposed suspension has been described in writing, or upon a unanimous vote of all members of the School Board when no such written notice has been given.

By-Laws of the School Board shall be subject to suspension only upon a majority vote of all members of the School Board at a meeting in the call for which the proposed suspension has been described in writing, or upon a unanimous vote of all the members of the School Board when no such written notice has been given.

Reference: Robert's Rules of Order, Newly Revised, section 25, pp. 224-228: "Rules protecting absentees or a basic right of the individual member cannot be suspended, even by general consent or a unanimous vote. For example, the rule requiring previous notice of a proposed amendment to the bylaws protects the absentees, and its suspension would violate their rights" unless ALL members have an opportunity to vote.

Legal Reference: MSA 123.33

Adopted: 06-09-1970 ISD 709
 Revised: 04-12-1977
 06-20-1995 ISD 709

8075 FORMULATION OF ADMINISTRATIVE REGULATIONS

The School Board shall delegate to the Superintendent the function of specifying required actions and designing the detailed arrangements under which the schools will be operated. Such rules and detailed arrangements shall constitute the administrative regulations governing the schools. They must, in every respect, be consistent with the policies adopted by the School Board.

In the absence of applicable policy, the Superintendent is authorized to establish needed regulations. Such regulations may be subject to later confirmation in School Board policy.

The School Board shall formulate and approve administrative regulations only when specific state laws require School Board approval, or may do so when the Superintendent recommends School Board approval in light of strong community attitudes, or negative staff reaction, or other forms of controversy.

Adopted: 06-09-1970 ISD 709
 Revised: 05-10-1977
06-20-1995 ISD 709

8105 COVERAGE OF SCHOOL BOARD MEETINGS

The School Board encourages the news media to cover all of its regular and special meetings.

To provide background for the interpretation of School District affairs, the School Board will direct the Superintendent, whenever necessary, to hold press conferences or briefing sessions at which members of the School Board, administrators, or members of citizens' committees appointed by the School Board may communicate directly with media representatives, either before or after a regular or special School Board meeting.

Responsibility for the details of such briefings or conferences, and for ongoing liaison with media representatives in connection with School Board affairs, will be that of the Superintendent or his/her designee.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

8120 DISPOSAL OF SCHOOL BOARD PROPERTIES

1. The School District administration will provide the School Board with an updated official appraisal, in a timely manner, of all property to be disposed.
2. The School Board will provide other units of government with the initial opportunity to acquire such property with the right reserved to be reimbursed for 80% of any profit another public body may make on the properties sales should the government body sell the property.
3. Property shall not be released without knowledge of its proposed utilization, and no property is to be released for the purpose or subsequent purpose of usage as a school other than ISD 709. By contract, such violation shall result in the property reverting back to ISD 709.
4. Property shall not be released if the proposed utilization may be of a nature that is inconsistent with the public interest as determined by the School Board.
5. If property is advertised for sale on a bid basis, the School Board shall reserve its right to reject any or all bids.
6. The School Board may choose to negotiate the sale of properties, seeking to obtain in the transaction the fair value of the properties.

Legal References: MSA 123.36
 MSA 123.37
 MSA 471.345

Opinion of Schools' Attorney, dated February 21, 1974, is quoted as follows: "...the School Board need not advertise for bids for real estate of the school district which it desires to dispose of, but that such sale may be negotiated by the School District with any prospective buyer, assuming that adequate consideration is paid by the buyer for the property."

Adopted: 04-20-1976 ISD 709
 Revised: 04-12-1977
 08-17-1993
 06-20-1995 ISD 709

8125 RECOGNITION OF STAFF

The School Board will consider, as appropriate, the presentation of certificates of appreciation to retiring members of the staff who have rendered outstanding service for an extended period of time and who have earned the high regard of other staff members and the community.

Adopted: 06-09-1970 ISD 709
Revised: 08-9-1983
06-20-1995 ISD 709

9000 ANNUAL MEETING

The annual meeting of the School Board for organizational purposes, shall be held on the first Monday after January 1, unless this date is a holiday, then the meeting should be held the next day or as soon as practical, and shall be called to order by the most recently selected chairperson, if they are still a member of the board. If they are not a member, the most recently selected vice-chair, clerk or treasurer, in that order, should be asked to call the meeting to order. The School Board shall at once seat new board members, then elect, by ballot or voice vote, a Chairperson, a Treasurer, and a Clerk for the ensuing year. The School Board, at its annual meeting, shall also elect a Vice Chairperson for the year, by ballot, or in any other manner, who shall discharge the duties of the chairperson during the absence or disability of that officer. The School Board may also, at such time, appoint other employees or officials it deems necessary for the conduct of the business of the School Board during the ensuing year.

Legal References: MS 123B.14 Subd. 1

Adopted: 06-09-1970 ISD 709

Revised: 06-08-1976

06-20-1995

02-15-2000

10-16-2001

03-15-2011

12-20-2011 ISD 709

9070 REGULAR MEETINGS / OTHER MEETINGS

Regular meetings of the School Board shall be held the third Tuesday of each month at 6:30 p.m. at the Historic Old Central High School unless otherwise scheduled by the School Board. Other Tuesdays of each month, along with committee meeting days, will be reserved for Committee of the Whole meetings to be called by the Chairperson, the School Board, or through the written request of three School Board Members.

The use of other days for meetings should be kept to a minimum.

Refer to Bylaw 9100 – Special Meetings

MN Statute 123B.09 Sub. 6

Adopted: 06-09-1970 ISD 709

Revised: 02-08-1972

12-11-1973

05-11-1976

04-21-1987

01-04-1993

06-20-1995

06-20-2000

06-17-2014 ISD 709

9085 NOTIFICATION OF MEETINGS

Notification of meetings shall be made as required by law and as additionally provided in the School Board's Policies and By-Laws. The School Board or the Superintendent may require the attendance of staff members.

Adopted: 06-09-1970 ISD 709

Revised: 02-08-1972

02-11-1973

05-11-1976

04-21-1987

06-20-1995 ISD 709

9100 SPECIAL MEETINGS

The Chairperson, or in the absence of the Chairperson the Vice-Chairperson, may call special meetings of the School Board at any time or place when he/she may deem it necessary. The acting presiding officer shall call a meeting of the School Board at a designated time and place when requested in writing to do so by three (3) or more members of the School Board.

Refer to Bylaw 9070 – Regular Meetings / Other Meetings

MN Statute 123B.09 Subd. 6

Adopted: 06-09-1970 ISD 709

Revised: 02-08-1972

12-11-1973

05-11-1976

04-21-1987

06-20-1995

06-17-2014 ISD 709

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Monday, January 12, 2026

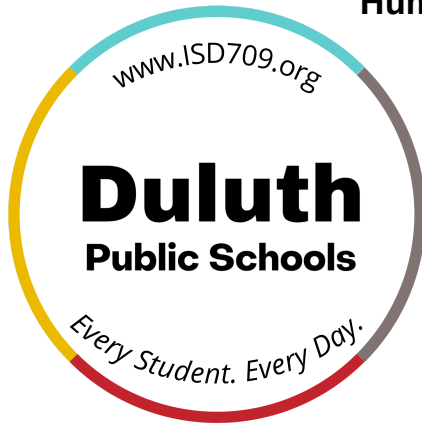
District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. <u>Guest Presentations for this Meeting</u>	
2. <u>Department Reports</u>	
A. Human Resources	
1) HR Monthly Department Summary Report	2
B. Business Services	
1) Enrollment Report	4
2) Child Nutrition Department Report	9
3) Facilities Department Report	10
4) Technology Department Report	12
5) Transportation Department Report	13
3. <u>Recommended Resolutions</u>	
A. B-1-26-4154 - Acceptance of Donations to Duluth Public Schools	14
4. <u>Consent Agenda</u>	
A. HR Staffing Report	18
B. Individual Contract - Director of Human Resources, Steven Johnson	19
C. Job Description - Purchasing Clerical	27
D. Job Description - Athletic Clerical	31
E. Finances	
1) Financial Report	34
2) Fundraisers	35
F. Bids, RFPs, and Quotes - None	
G. Contracts, Change Orders and Leases - None	
5. <u>Miscellaneous Informational Items (no action required)</u>	
A. District Properties Update	36
B. Notice of Intended Projects - Long-Term Facilities Maintenance (LTFM) 2026	39
C. Expenditure Contracts	40
D. No Cost Contracts - None	
E. Revenue Contracts	117
F. Grant Applications	120
G. Change Orders Signed	123



Human Resources Report for January 2026 School Board Meeting Highlighting December 2025 Activities

Department: Human Resources

HR\Business Services Committee: 01.12.2025

Regular Board Meeting: 01.20.2025

Report Prepared By: Steven Johnson

Manager’s Minutes:

- The District has received a request to bargain from the NCBAA (Non-Certified Business Division Administrators’ Association) unit for contract years 2025-2027
- Our Payroll Department is working on W2s, those will be sent out at the end of the month
- Posting for Summer School teaching positions has happened.

What We’re Working On:

- MN Paid Leave has begun, Benefits Department has received about 20 applications from the State so far
- Teacher Retirement information sessions being on 01-08-26 and 01-21-26
- Processing Paid Leave Applications
- End of year reporting
- Currently in negotiations with the DDWIAA (Duluth District-Wide Administrators’ Association) unit for contract years 2025-2027
- We are currently working on getting ready for Non-Certified summer positions like Extended School Year (ESY)

Upcoming Changes/Improvements to the Department:

- We are in the process of hiring for a Human Resources Manager and a Payroll Specialist.
- Steve Johnson is the new Director of Human Resources
- Gearing up for Career Fair season, we are registered to attend at least six job and career fairs over the next two months.

Staffing Report:

- | | |
|------------------------------|---------------------------------|
| ● Certified Appointments - 5 | Non-Certified Appointments - 22 |
| ● Certified Leaves - 2 | Non-Certified Leaves - 1 |
| ● Certified Resignations - 1 | Non-Certified Resignations - 1 |
| ● Certified Retirements - 4 | Non-Certified Retirements - 0 |

Open Positions:

Certified:
Teachers (23)

Non-Certified:
Child Nutrition (3)

Elementary (2)
High School (2)
Special Education (3)
Summer School (15)
Adult Basic Education (1)

Maintenance (8)

Master Electrician (1)
Floating Custodian I (1)
Second Shift Engineer I (1)
Second Shift Engineer II (2)
Split Shift Custodian I/II/III (1)
Utility (1)

Playground/Cafeteria Monitor (2)

Paraprofessionals (11)

Certified Occupational Therapy Asst. (1)
Certified Sign Language Interpreter (1)
Language Facilitator - Deaf and Hard of Hearing (1)
SpEd KeyZone Para (1)
SpEd Building Wide Para (1)
SpEd Program Para Student Specific (3)
SpEd Program Para LPN - TEMP (1)
SpEd Para Student Specific LTS (1)
Supervisory Assistant Para (1)

2025-2026	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12
School	Enroll	Gr 1-5													
Congdon Park 435	485.00	410.00	75.00	78.00	84.00	82.00	79.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	459.00	373.00	86.00	74.00	70.00	72.00	81.00	76.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	243.00	204.00	39.00	39.00	32.00	41.00	47.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	514.00	426.00	88.00	72.00	83.00	97.00	81.00	93.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	307.00	264.00	43.00	60.00	52.00	45.00	56.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion 521	183.00	147.00	36.00	38.00	26.00	29.00	26.00	28.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	258.00	219.00	39.00	38.00	45.00	44.00	49.00	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	452.00	374.00	78.00	85.00	75.00	67.00	82.00	65.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	404.00	324.00	80.00	68.00	71.00	63.00	62.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	237.00	201.00	36.00	34.00	48.00	43.00	37.00	39.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	700.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	222.00	243.00	235.86	0.00	0.00	0.00	0.00
Ordean East Middle 335	1116.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	381.00	353.00	382.27	0.00	0.00	0.00	0.00
AE Online 650	134.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.28	22.85	37.62	41.83	31.69
Denfeld 215	948.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	227.95	245.02	230.35	244.93
East 220	1428.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	381.19	378.92	340.10	328.56
Merritt Creek Academy 81	82.00	36.00	3.00	6.00	3.00	6.00	10.00	11.00	5.00	10.00	9.00	6.00	7.00	6.00	0.00
ALC 611	80.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00	31.57	36.43
Chester Creek Academy 575	29.00	13.00	0.00	1.00	1.00	6.00	3.00	2.00	3.00	1.00	3.00	3.00	3.00	2.00	1.00
Rock Ridge Academy 580	41.00	9.00	3.00	0.00	1.00	5.00	1.00	2.00	5.00	3.00	6.00	5.00	6.00	3.00	1.00
Arrowhead Academy 605	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	8.00	3.00	3.00
Bethany Crisis Shelter 615	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00
Hospitals 630	16.00	3.00	0.00	0.00	1.00	1.00	0.00	1.00	0.00	2.00	3.00	4.00	3.00	1.00	0.00
The Bridge 950	24.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.58
Total:	8158.25	3003.00	606.00	593.00	592.00	601.00	614.00	603.00	616.00	612.00	639.41	650.99	700.81	658.85	671.19

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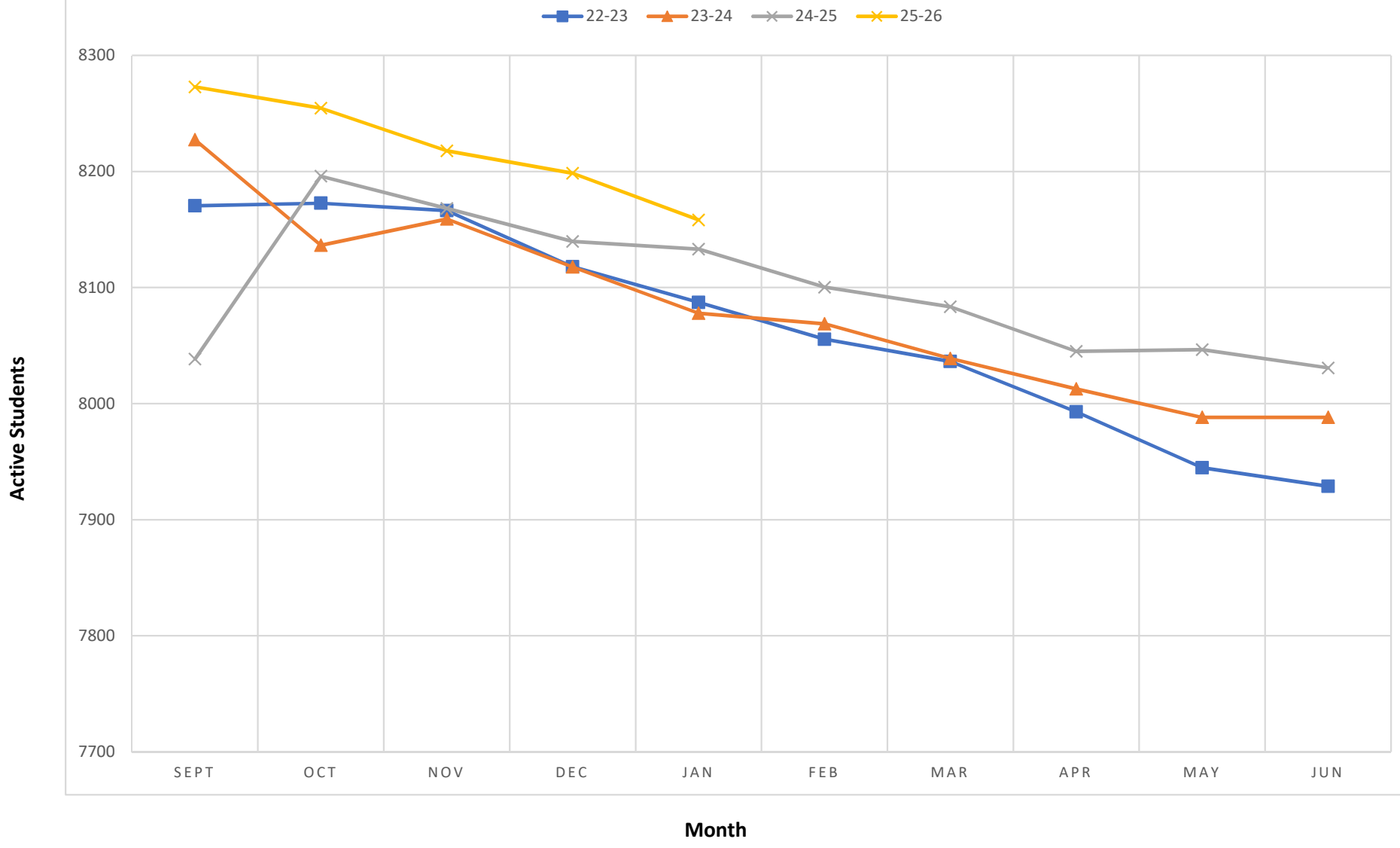
2025-2026 Month to Month Enrollment Changes by School

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM	FROM	FROM
2025-2026	24-25	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY	Jan '25	Current Month-Jan '25
Congdon Park 435	474.00	486.00	484.00	483.00	486.00	485.00	0.00	0.00	0.00	0.00	0.00	-1.00		-1.00	11.00	468.00	17.00
Homecroft 475	451.00	464.00	465.00	462.00	463.00	459.00	0.00	0.00	0.00	0.00	0.00	-4.00		-5.00	8.00	453.00	6.00
Lakewood 500	252.00	240.00	243.00	242.00	241.00	243.00	0.00	0.00	0.00	0.00	0.00	2.00		3.00	-9.00	254.33	-11.33
Lester Park 510	512.00	512.00	519.00	518.00	514.00	514.00	0.00	0.00	0.00	0.00	0.00	0.00		2.00	2.00	515.00	-1.00
Lowell 520	306.00	304.00	303.00	305.00	305.00	307.00	0.00	0.00	0.00	0.00	0.00	2.00		3.00	1.00	314.00	-7.00
Lowell Immersion 521	327.00	182.00	182.00	184.00	183.00	183.00	0.00	0.00	0.00	0.00	0.00	0.00		1.00	-144.00	329.00	-146.00
MacArthur 525	270.00	260.00	255.00	255.00	257.00	258.00	0.00	0.00	0.00	0.00	0.00	1.00		-2.00	-12.00	259.00	-1.00
Myers Wilkins 540	312.15	454.00	462.00	463.00	458.56	452.00	0.00	0.00	0.00	0.00	0.00	-6.56		-2.00	139.85	312.00	140.00
Piedmont 550	387.00	401.00	400.00	404.00	399.00	404.00	0.00	0.00	0.00	0.00	0.00	5.00		3.00	17.00	394.00	10.00
Stowe 565	238.00	235.00	233.00	235.00	237.00	237.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.56	2.00	-1.00	231.00	6.00
Lincoln Middle 225	667.87	719.86	698.86	701.86	703.86	700.86	0.00	0.00	0.00	0.00	0.00	-3.00		-19.00	32.99	673.05	27.81
Ordean East Middle 335	1073.61	1142.27	1130.27	1116.27	1119.27	1116.27	0.00	0.00	0.00	0.00	0.00	-3.00	-6.00	-26.00	42.66	1083.74	32.53
AE Online 650	166.24	49.67	112.16	133.16	142.22	134.27	0.00	0.00	0.00	0.00	0.00	-7.95		84.60	-31.97	136.56	-2.29
Denfeld 215	896.17	1040.60	1000.41	973.29	944.74	948.25	0.00	0.00	0.00	0.00	0.00	3.51		-92.35	52.08	952.33	-4.08
East 220	1382.11	1541.90	1460.81	1448.57	1432.62	1428.77	0.00	0.00	0.00	0.00	0.00	-3.85	-8.29	-113.13	46.66	1470.06	-41.29
Merritt Creek Academy 81	84.33	80.00	83.00	82.00	85.86	82.00	0.00	0.00	0.00	0.00	0.00	-3.86		2.00	-2.33	84.00	-2.00
ALC Seat Based 611	92.72	63.00	81.00	80.00	83.86	80.00	0.00	0.00	0.00	0.00	0.00	-3.86		17.00	-12.72	86.01	-6.01
Chester Creek Academy 575	31.00	28.00	30.00	31.00	29.00	29.00	0.00	0.00	0.00	0.00	0.00	0.00		1.00	-2.00	29.00	0.00
WHA RRA 580	46.00	38.00	43.00	43.00	44.00	41.00	0.00	0.00	0.00	0.00	0.00	-3.00		3.00	-5.00	44.00	-3.00
Arrowhead Academy 605	22.33	8.00	24.00	18.00	23.00	15.00	0.00	0.00	0.00	0.00	0.00	-8.00		7.00	-7.33	11.00	4.00
Bethany Crisis Shelter 615	0.25	0.00	0.50	0.00	0.00	0.25	0.00	0.00	0.00	0.00	0.00	0.25		0.25	0.00	0.00	0.25
Hospitals 630	23.00	2.00	20.00	16.00	19.86	16.00	0.00	0.00	0.00	0.00	0.00	-3.86		14.00	-7.00	11.00	5.00
The Bridge 950	16.00	23.58	24.58	23.58	24.58	24.58	0.00	0.00	0.00	0.00	0.00	0.00	-22.33	1.00	8.58	23.00	1.58
Total:	8030.78	8274.88	8254.59	8217.73	8196.43	8158.25	0.00	0.00	0.00	0.00	0.00		-38.18	-57.15	127.47	8133.08	25.17
Change		244.10	-20.29	-36.86	-21.30	-38.18	0.00	0.00	0.00	0.00	0.00						
Duluth Adult Education		367.00	525.00	612.00	689.00	726.00						37.00					

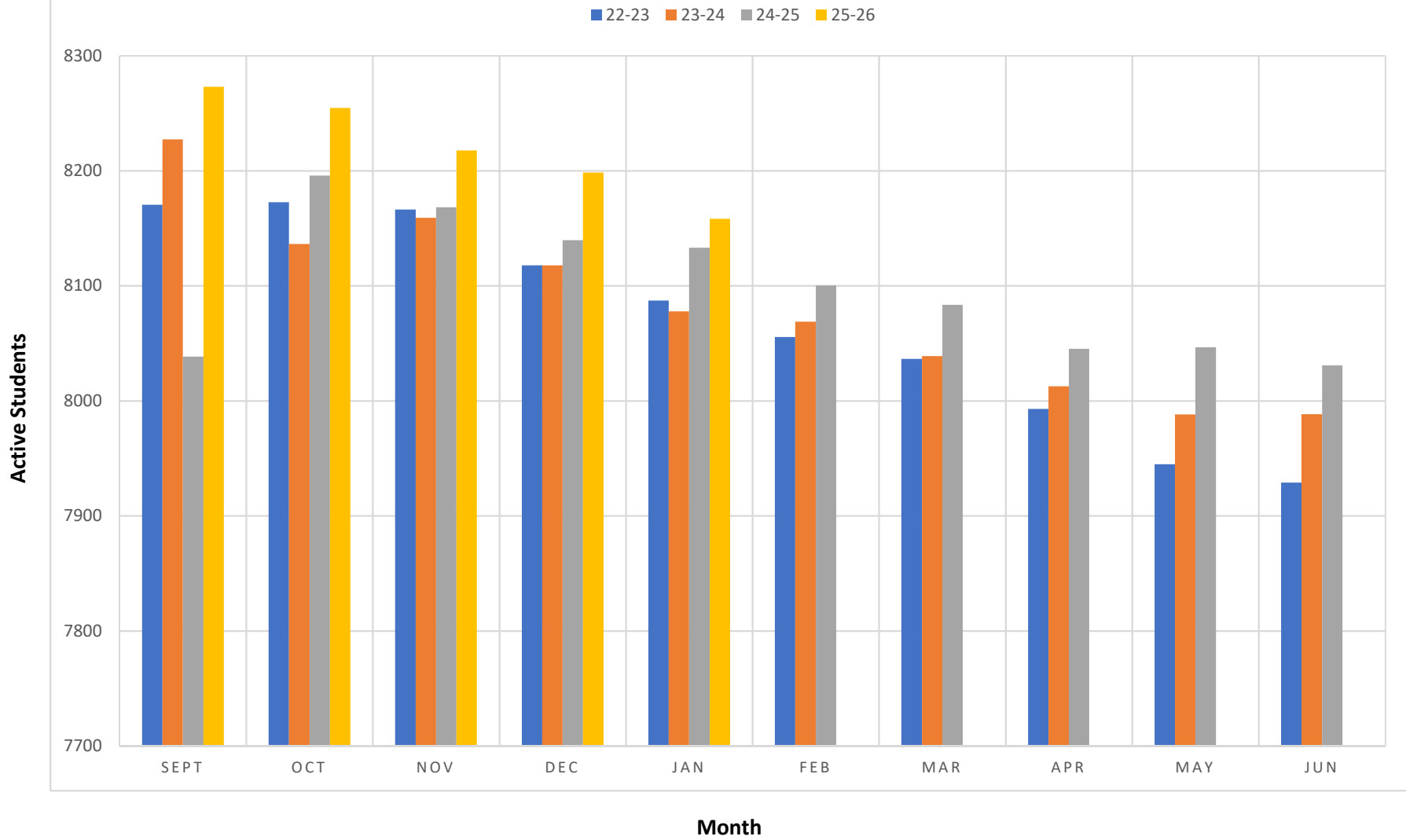
2025-2026 Month to Month Enrollment Changes by Grade

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2025-2026	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	151.06	211.04	299.03	337.06	347.07	0.00	0.00	0.00	0.00	0.00	10.01		196.01	269.05
PK	21.94	19.96	81.94	80.94	79.93	0.00	0.00	0.00	0.00	0.00	-1.01	9.00	57.99	56.94
KA	132.00	144.25	147.00	150.00	152.00	0.00	0.00	0.00	0.00	0.00	2.00		20.00	145.05
KG	460.00	457.00	456.00	451.56	454.00	0.00	0.00	0.00	0.00	0.00	2.44		-6.00	455.71
1	593.00	595.00	597.00	597.00	593.00	0.00	0.00	0.00	0.00	0.00	-4.00		0.00	595.00
2	595.00	596.00	595.00	591.00	592.00	0.00	0.00	0.00	0.00	0.00	1.00		-3.00	593.80
3	609.00	603.00	604.00	602.00	601.00	0.00	0.00	0.00	0.00	0.00	-1.00		-8.00	603.80
4	614.00	623.00	618.00	618.00	614.00	0.00	0.00	0.00	0.00	0.00	-4.00		0.00	617.40
5	600.00	604.00	607.00	604.00	603.00	0.00	0.00	0.00	0.00	0.00	-1.00		3.00	603.60
6	631.00	623.00	616.00	621.00	616.00	0.00	0.00	0.00	0.00	0.00	-5.00	-9.56	-15.00	621.40
7	618.00	611.00	610.00	615.00	612.00	0.00	0.00	0.00	0.00	0.00	-3.00		-6.00	613.20
8	654.41	642.41	640.41	638.41	639.41	0.00	0.00	0.00	0.00	0.00	1.00	-2.00	-15.00	643.01
9	655.58	660.00	654.85	652.28	650.99	0.00	0.00	0.00	0.00	0.00	-1.29		-4.59	654.74
10	701.00	708.56	706.00	699.99	700.81	0.00	0.00	0.00	0.00	0.00	0.82		-0.19	703.27
11	684.72	685.09	672.28	667.78	658.85	0.00	0.00	0.00	0.00	0.00	-8.93		-25.87	673.74
12	727.17	702.28	694.19	688.41	671.19	0.00	0.00	0.00	0.00	0.00	-17.22	-26.62	-55.98	696.65
K 12 Total:	8274.88	8254.59	8217.73	8196.43	8158.25	0.00	0.00	0.00	0.00	0.00	-38.18	-38.18	-116.63	8220.38
Change		-20.29	-36.86	-21.30	-38.18	0.00	0.00	0.00	0.00	0.00				

ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)



ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)





Child Nutrition Report for January 2026 School Board Meeting Highlighting December 2025 Activities

Department:	Child Nutrition
HR Business Services Committee:	01.12.2026
Regular Board Meeting:	01.20.2026
Report Prepared By:	Sheila Oak

What We're Working On:

- The Wellness committee met for the second time. A couple new members were welcomed and work continued on reviewing the current wellness policy for revision. The committee decided to meet for 1.5 hours in the future vs 1 to ensure we get the policy work done. The next meeting is in February 2026.
- Began very preliminary Summer Meal site plans after attending the first Summer programming meeting

Staffing Report:

- Currently have 3 jobs open
 - 1 at East
 - 1 at Lakewood
 - 1 at Lincoln Park
- Hired an employee for Laura MacArthur School



Facilities Report for January 2026 School Board Meeting Highlighting December 2025 Activities¹⁰

Department: Facilities
HR|Business Services Committee: 01.12.2026
Regular Board Meeting: 01.20.2026
Report Prepared By: Jeremy DeGraef / Corey Karren

Manager's Minutes:

- Construction on the First Street Buildout project remains underway.

What We're Working On:

- DSC:
 - Transportation building Expansion. Construction is complete, punchlist items addressed. Holm Construction, Belknap Electric, and Dell Comm.
- Denfeld High School:
 - Clock tower heating project completed. Benson Electric.
 - Final punchlist items for clock mechanism received from Lumichron.
 - Auditorium entryway Transom lights new glass installation pending. St. Germain's
- East High School:
 - CTE Manufacturing space Scope development; price requests have been sent out to contractors for baseline project cost estimates and timelines.
- District Projects:
 - Lighting replacement, Lowell and Lincoln Park. Staging of tools and materials underway.
- Ordean East Middle School:
 - Student kitchen (FAC's) remodel under technical scope development.
 - New Bandsaw installation completed. Benson Electric
 - Hillside landscaping completed. Ricks Tree Service
 - Pool UV light replacement pending. Horizon Pools.
- Myers Wilkins:
 - Conditional Use Permit with the City of Duluth for the installation of guardrail approved waiting on City of Duluth to do the installation.
 - Quiet room buildouts completed rm 216, rm 319 painting completed . Holm Construction, Jamar, and Summit Sprinkler.
 - Carpet installation completed in new Music Rm.

- Rockridge:
 - Bathroom hard lid ceiling installation completed. Holm Construction, Summit sprinkler
- Stowe
 - a. Ansul system installation. Summit Sprinkler
 - b. Entryway tree removal Pending. Ricks Tree Service
 - c. Ceilings and Entryway Soffits completed. Holm Construction, Summit Sprinkler.
- District work orders
 - a. 59 work orders added
 - b. 101 work orders closed

What We're Working On:

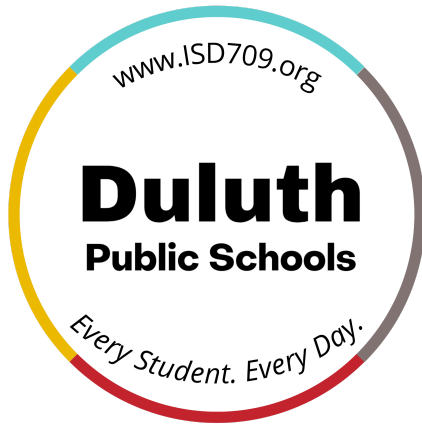
- Lakewood Elementary
 - a. Change over from fuel oil to propane. Boilers and Hot water heat conversion.
- Lincoln Park Auditorium lighting
 - a. Auditorium seating lighting conversion from fixed in place to remote operated Batten system.

Staffing Report:

We want to acknowledge the challenges our operations staff have been facing recently due to a higher-than-usual number of sick employees. This has undoubtedly put a strain on our team, and I appreciate everyone's flexibility and commitment to maintaining our operational standards despite these circumstances.

On a much more positive note, I'd like to wholeheartedly thank the operations team for their outstanding work during the recent holiday break. The team successfully completed critical equipment maintenance across all our school locations and performed thorough deep cleanings. This dedicated effort ensured that our facilities were ready and in excellent condition to welcome back students and staff. Their commitment to this important work is invaluable and has not gone unnoticed.

Thank you again for your dedication and hard work. We are fortunate to have such a reliable and diligent operations team.



Technology Report for January 2026 School Board Meeting Highlighting December 2025 Activities¹²

Department:	Technology
HR Business Services Committee:	01.12.2026
Regular Board Meeting:	01.20.2026
Report Prepared By:	Greg Krueger

Manager's Minutes:

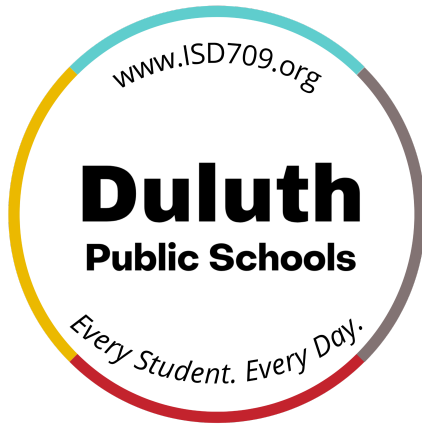
- The district's core switch was replaced over holiday break. The new device occupies significantly less space in the district's leased datacenter. It will also offer a longer serviceable life and consume less power than the equipment it replaced.
- An online faxing system has been implemented for all of the district's fax numbers

What We're Working On:

- Notice was given to reduce our footprint of leased space at our rented datacenter location. This change will be effective in fall of this year and will reduce recurring expenses for the department.
- We've begun preparing documents for filing in the coming E-Rate season. E-Rate is the federal program that pays for certain Internet and in-district network products and services at schools and libraries.
- Classroom teachers and our tech team continue review of several new interactive flat panel displays deployed in pilot classrooms.
- Google Gemini was enabled for all staff as the new calendar year began, after educators were provided with additional AI training.

Staffing Report:

- The department currently has three vacancies across our network and security teams:
 - Network Architect position has been vacant since early September
 - Security Analyst position vacant since late October
 - Network Engineer I position since January 2, 2026
- We have pending job offers out for two of these three positions
- We'll begin interviewing for the Network Engineer position in January



Transportation Report for January 2026 School Board Meeting Highlighting December 2025 Activities¹³

Department:	Transportation
HR Business Services Committee:	01.12.2026
Regular Board Meeting:	01.20.2026
Report Prepared By:	Jeremy Kasapidis

Manager's Minutes:

- Our commitment to safely transporting Duluth students remains our focus, as we continue to navigate the daily challenges of school bussing. The dedication of our driving team is truly commendable; they consistently demonstrate professionalism and resilience, which positively impacts our students' daily experience.

What We're Working On:

- Our focus remains on updating student routing and diligently checking for potential errors. Bus and van maintenance is actively managed by our mechanics to ensure continuous operation. Furthermore, we are conducting ongoing training for new bus and van drivers as recruitment needs arise.

Upcoming Changes/Improvements to the Department:

- Our ongoing commitment to driver training, which focuses on enhancing efficiency and skill, has resulted in the highest volume of accomplished training in many years.

Staffing Report:

- Our driver trainee passed his test and is now licensed as of Dec. 23rd
- We have two new trainees that started the first week of January

Stats in the Spotlight:

- We currently run 29 buses out of Transportation, and our average mileage on those are 100,141 miles

RESOLUTION

Acceptance of Donations to Duluth Public Schools

14

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
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	Taco Cat Goat Cheese Pizza playing cards
Area Learning Center	Jack & Becca Sutherland	In-kind	Student Holiday Auction	Bath & Body Works Warm Vanilla Sugar- Full Size Set - Shower Gel, Body Lotion, Fine Fragrance
Area Learning Center	Paula Williams	In-kind	Student Holiday Auction	3 32-degree Heat sweaters (S, M, L) \$15 each, 2 - wild Rose soy candles \$10.38 each, set of 3 Sunday state headbands \$7, Thailand 100% silk & Cashmere \$25
Area Learning Center	Katie Lassi	In-kind	Student Holiday Auction	corded ear buds \$15.96
Area Learning Center	Katie Lassi	In-kind	Student Holiday Auction	DBPower jump starter \$44
Area Learning Center	Valarie Wagenbach	In-kind	Student Holiday Auction	Nostalgia Mini Waffle Maker \$23
Area Learning Center	Anonymous	\$50.00	Student Holiday Auction	cash donation for holiday auction
Area Learning Center	Anonymous	\$20.00	Student Holiday Auction	cash donation for student holiday auction
Area Learning Center	Great Lakes Aquarium	In-kind	Student Holiday Auction	4 certificates at \$20 a piece - \$80 total
Area Learning Center	Costco	In-kind	Student Holiday Auction	Gift Card used to buy blankets for auction \$100
Area Learning Center	TKDA	In-kind	Student Holiday Auction	Pizza Luce Gift Cards 12 \$25 cards totaling \$300
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	Wilson Basketball \$21.56
Area Learning Center	Per Mar Security	In-kind	Student Holiday Auction	Sharpie Creative Markers \$20
Area Learning Center	Per Mar Security	In-kind	Student Holiday Auction	Subway GC x 2 \$15/each
Area Learning Center	Per Mar Security	In-kind	Student Holiday Auction	Amazon Gift Card \$50

Area Learning Center	A&L Properties	In-kind	Student Holiday Auction	Pizza Luce GC x 20 \$25/each totaling \$500 15
Area Learning Center	A&L Properties	In-kind	Student Holiday Auction	Dining GC \$15
Area Learning Center	A&L Properties	In-kind	Student Holiday Auction	Burger King GC \$15
Area Learning Center	A&L Properties	In-kind	Student Holiday Auction	Wendy's GC \$15
Area Learning Center	A&L Properties	In-kind	Student Holiday Auction	Kwik Trip Ultimate Car wash GC x2 5 car washes each TOTAL \$100
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	Carhartt Beanie off white \$19.99
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	Bedsure Queen Comforter Set - 7 Pieces reversible grey bedding, gentle soft queen size bed set gift for family \$34.99
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	Five Below - Miscellaneous items \$299.57
Area Learning Center	Tim Nelson	In-kind	Student Holiday Auction	Artwork \$240
Area Learning Center	Joey Zwak	In-kind	Student Holiday Auction	Minecraft creeper plush backpack \$14.98
Area Learning Center	Mike & Bitsy Zwak	\$100.00	Student Holiday Auction	Check \$100 & 2 sets of sweater gloves
Area Learning Center	Paula Williams	In-kind	Student Holiday Auction	Lego knights castle \$18.99, Lego airport \$29.99, Ugg women's cozy crew socks \$30
Area Learning Center	Paula Williams	In-kind	Student Holiday Auction	dossier floral marshmallow perfume \$33.15
Area Learning Center	Jamie Savre	\$30.00	Student Holiday Auction	CASH DONATION
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	Kwik trip GC x 2 \$20 each TOTAL \$40
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	Black + Decker Toaster Oven \$65
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	GC 4 \$10 Starbucks, 3 \$15 Dominos TOTAL \$85
Area Learning Center	Fitger's Bookstore	In-kind	Student Holiday Auction	Canal Park puzzles \$21.99, Split Rock Lighthouse Puzzle \$26, The World of King Arthur puzzle \$21.99, 5-signed copies of Where Wolves Don't Die \$94.95
Area Learning Center	Casey Maleska	In-kind	Student Holiday Auction	mainstays aroma gift set \$7.12, ONN wireless earphones \$9.88, Tree hut Moroccan rose shea sugar scrub \$8.94, rose gold bracelet \$22.99, art set: faber-castell watercolor pencils set of 12, artmaker drawing techniques pad, Strathmore mixed media sketch book \$45.96, HEMPZ sweet jasmine & rose

				\$9.02, bath & body works snowflakes & cashmere body lotion \$14.88 TOTAL \$118.79
Area Learning Center	Jennifer Couillard	In-kind	Student Holiday Auction	Stoa Paris Queen Size 4-piece satin sheet set \$11.25, Physical Gift, Alpine Swiss gloves \$20
Area Learning Center	Kara Conry	In-kind	Student Holiday Auction	Alpine Swiss Men's Waterproof Gauntlet snow ski gloves \$19.99, Lego Icons Wildflower bouquet \$47.98
Area Learning Center	Whimsy - Fitger's Mall	In-kind	Student Holiday Auction	Smoothie Bomb bath fizzer \$20
Area Learning Center	Jamie Savre	In-kind	Student Holiday Auction	GC Caribou Coffee \$5
Area Learning Center	Kim Franckowiak	In-kind	Student Holiday Auction	Snowman quilt, hot chocolate kit, Air pod charger
Area Learning Center	The Boat Club	In-kind	Student Holiday Auction	GC \$20 Boat Club
Area Learning Center	Fitger's Inn	In-kind	Student Holiday Auction	One-night free stay \$250
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	4 Apple iPod noise canceling \$435.46
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	Gift Card, Erbert and Gerberts \$100
Area Learning Center	Gayle Franckowiak	In-kind	Student Holiday Auction	2 fleece blankets, pajama set, transformers, Legos TOTALING \$100
Area Learning Center	Carol Furchert	In-kind	Student Holiday Auction	Adidas & New Balance Shoes & Lego set
Area Learning Center	Kara Conry	In-kind	Student Holiday Auction	Govee Glide Wall Lights
Area Learning Center	Moira Weiland	In-kind	Student Holiday Auction	Timberland Wallet (18.27), Kingstone silverware (21.99), Swaddle blankets (18.99)
Area Learning Center	Jennifer Couillard	In-kind	Student Holiday Auction	wool socks (11.99), fleece throw (19.99), gloves (19.99), uno game (11.55), reebok socks (22.99)
Area Learning Center	Moira Weiland	In-kind	Student Holiday Auction	Basketball, wool socks
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	Alpine Swiss Men's waterproof Gauntlet snow ski gloves winter sport snowboarding windproof warm 3m Thinsulate blue med
Area Learning Center	Jennifer Couillard	In-kind	Student Holiday Auction	Wilson football (21.77) & Bedsure throw blanket (19.99)
Congdon	Big Life Team/My Place Realty	In-kind		22 hats, 3 ear muffs, 14 gloves, 2 mittens and 1 neck gator
Denfeld	Tim Utt	\$350.00	Softball Team	
Districtwide	Project Joy	\$1,000.00	For students and families in transition.	Donation was \$1,000 in Super One gift cards.

Districtwide	Sullivan-Hill Fund c/o Duluth Harbor Mission	In-kind	Students in FIT program	Clothing donations for students in FIT program. (November and December 17 2025)
East	Kraus-Anderson Construction Company	\$1,000.00	To be used for the construction of dining table(s) for Duluth Fire Station 1.	
East	Lauren Strohmeyer	In-kind	Happy Cart	case of chips and case of drinks for staff appreciation
East	Kate Mills	In-kind	Happy Cart	case of drinks and a case of snack for teacher appreciation
East	Tracy Anttila	In-kind	Happy Cart	case of drinks for teacher appreciation
East	Brenda Schomberg	In-kind	Happy Cart	case of drinks for teacher appreciation
East	Jill Prescott-Moerke	In-kind	Happy Cart	case of chips for teacher appreciation
East	Liz Johnson	In-kind	Happy Cart	Case of snacks and case of beverages for teacher appreciation
East	Jenni Carlson	In-kind	Happy Cart	Case of snack for teacher appreciation
Lincoln Park	Callie Christiansen	In-kind	Give to the students that are in need of clothes	
Lincoln Park	Doreen Chruscielski	In-kind	For students that need the clothing	2 Pairs of boots, 1 pair of shoes, 1 Pair of snow pants, 1 kid Winter Jacket
Lincoln Park	Sue Denis	In-kind	Donating to the Band room	Alto Sax Worth \$300.00 with a case
Lincoln Park	Callie Christiansen	In-kind	Give to the students that need it	1 fuzzy notebook, 4 small purses, 16 pairs of leggings, 4 long sleeve shirts, 2 pairs of shorts, 14 t shirts, 1 pair of socks, 4 tank tops, 2 girls pajamas, 1 sweatpants outfit, 3 dresses-rompers, 1 adult swim suit, 3 sweatshirts, and 9 dress shirts
Ordean-East	Bryan James Brown	20 Student Desk		Merry Christmas!
Piedmont	Big Life Team - My Place Realty, Inc.	In-kind		14 Hats, 22 pair gloves/mittens, 2 scarves
Piedmont	Christ Lutheran Church	In-kind		15 GLOVES AND 50 HATS
Piedmont	Asbury United Methodist Church	In-kind		63 pairs of socks, 9 hats, 1 scarf, 12 gloves/mittens, and 6 pairs of underwear
Stowe	Stowe PTA	\$700.00	For Wolf Ridge fund	

HUMAN RESOURCES ACTION ITEMS FOR: January 13, 2026

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BACHINSKI, SUSAN D	LTS PRE KINDERGARTEN TEACHER/LAURA MACARTHUR, (MA) IV, 9, 0.8, ANDRYS H.	01/02/2026
DUBA, CAROLYN K	SPED SCHOOL PSYCHOLOGIST/DISTRICT WIDE, (MA+45) IV, 9, 1.0,	01/20/2026
ISENBERG, JOEL P	LTS GRADE 1/LAURA MACARTHUR, (MA+45) IV, 9, 1.0, BAMBENEK A.	12/22/2025
JUNGE, ELSA H	LTS VISUAL ARTS TEACHER/ORDEAN EAST, (BA) III, 3, 1.0, HOOPER N.	01/05/2026
LARSON, SYDNEY J	LTS GRADE 2/PIEDMONT, (BA) III, 1, 1.0, HUBER M.	12/10/2025
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
ACKER, ALISSA D	Cert Leave Piedmont	01/14/2026 02/19/2026
DAVIDSON, MARY E	Cert Leave Lester	12/15/2025 01/25/2026
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
SCHOMBERG, CIZZARIE L	SPED SCHOOL NURSE - MYERS-WILKINS ES	01/02/2026
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BARTA-ANDERSON, ANNMARIE E	ENGLISH AS A SECOND LANG - LAURA MAC ES	06/05/2026
JOSEPH, DEBRA A	GRADE K - LOWELL ES	06/05/2026
JUTEN, JANE T	MATH TOSA - ALC	06/05/2026
VAUGHT, DANIEL J	SPED SCHOOL NURSE - DENFELD HS	06/05/2026
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BERGESON, JOSEPHINE M	PRESCHOOL PARA/MYERS-WILKINS, 36/38WKS, \$21.01/HR, ELLIOT W.	11/25/2025
BERTOIA, LAUREN M	PRESCHOOL PARAPROFESSIONAL-FLOAT/DISTRICT WIDE, 36/38WKS, \$20.19/HR	01/05/2026
BROBACK, JOSEPH H	SPED STUDENT SPECIFIC PARA/LESTER PARK, 31.25/38WKS, \$19.23/HR,	01/05/2026
CAINE, NIIKA S	SPED PROGRAM PARA/LINCOLN PARK, 33.75/38WKS, \$20.45/HR	12/16/2025
COPE, JODIE L	SPED PARAPROFESSIONAL-STUDENT SPECIFIC/ORDEAN EAST, 33.75/38WKS, \$19.23/HR	12/23/2025
DIAZ DE LA TORRE, CATALINA	HOURLY MONITOR/LOWELL, UP TO 23HRS/38WKS, \$15.00/HR	12/17/2025
FLEGEL, TENILLE R	SUPERVISORY PARA/LINCOLN PARK, 33.75/38WKS, \$20.39/HR, BURGOON J.	01/05/2026
GUTHRIE, JADA A	SPED BUILDING WIDE PARA/MYERS-WILKINS, 31.25/38WKS, \$19.23/HR	12/10/2025
HALDER-MEDNANSKY, KALI K	SPED PROGRAM PARA/DENFELD, 33.75/38WKS, \$20.45/HR,	12/15/2025
HAMLIN, MARGARET R. B.	SPED PARA STUDENT SPECIFIC/HOMECROFT, 31.25/38WKS, \$20.59/HR	12/16/2025
HUMES, WILLIAM B	BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$23.77/HR, RATAJEK G.	01/05/2026
JENKINS, SONNY J	SPED SUPERVISOR/DISTRICT WIDE, \$101,062/YR, 52WKS,	12/22/2025
JOHNSON, DANA L	SPED PROGRAM PARA/ROCKRIDGE, 32.5/38WKS, \$22.12/HR, THOMAS E.	12/05/2025
JOHNSON, DIANNE M	NUTRITIONAL SERVICE ASST/LAURA MACARTHUR, 17.5/38WKS, \$15.99/HR, PANK K.	01/05/2026
JOHNSON, STEVE R	DIRECTOR OF HUMAN RESOURCES/DISTRICT SERVICE CENTER, INDEPENDENT CONTRACT/52 WEEKS, \$156,000/YR	12/22/2025
OLSON, MALLORY M	OFFICE SUPPORT SPECIALIST SENIOR/PIEDMONT, 40/45WKS, \$21.44/HR, WINTER A.	12/15/2025
RUSS, MALORY J	SPED PROGRAM PARA/LESTER PARK, 31.25/38WKS, \$21.47/HR, LEDOUX C.	12/11/2025
SMITH, BART D	SCHOOL BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$23.77/HR, RATAJEK G.	01/06/2026
SPENCER, DELANEY E	SPED BUILDING WIDE PARA/ORDEAN EAST, 33.75/38WKS, \$20.39/HR, DEHNKE K.	12/15/2025
TAPPER, LILIANNE V	HEALTH ASSISTANT PARA LPN/MYERS-WILKINS, 31.25/38WKS, \$26.70/HR, WELLER S.	12/10/2025
WEST, AMY L	CUSTODIAN/ORDEAN EAST, 40/52WKS, \$18.05/HR, JENSEN D.	12/08/2025
WINTERS, KHANDIS N	SPED PROGRAM PARAPROFESSIONAL/DENFELD, 33.75/38KWKS, \$22.12/HR,	01/06/2026
<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
CANFIELD-EVANSON, KRISTINE L	INSTRUCTIONAL PARA - MYERS WILKINS ES	01/20/2026 01/30/2026
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
WORGREN, JOSHUA S	NETWORK ENGINEER 1 - DSC	01/02/2026
<u>NON-CERT TERMINATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ERICKSEN, JACOB J	SCHOOL CUSTODIAN 1 - DENFELD HS	12/19/2025

EMPLOYMENT AGREEMENT

The School Board of Independent School District No. 709, Duluth, Minnesota "**School District**" enters into this Contract with Steven Johnson, herein referred to as "**Employee**".

In consideration of the mutual promises and agreements set forth below, Employee and the School District agree as follows:

- I. Employment: The School District hereby employs, engages and hires Employee as Director of Human Resources 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 and School District.
- II. Duties: Employee agrees that he will at all times faithfully, industriously, and to the best of his ability, experience and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Contract, responsibilities outlined in the Job Description and to the reasonable satisfaction of the School District. Such duties and responsibilities shall be rendered at the School District or at such other places as the School District shall in good faith require or as the interest, needs, business or opportunity of the School District shall require.

The school district recognizes the unique demands of the position which may require non-traditional work days and the employee may work remotely, including outside traditional business hours, at her discretion and with communication with the Superintendent.

III. Duration, Subsequent Contract, Expiration, Termination During the Term, Mutual Consent & Contingency:

- A. Duration. This Contract is for a term of one (1) year, commencing on December 22, 2025 and ending on June 30, 2026. It is an interim change from the previously negotiated contract. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Employee or by employee resignation or termination as provided herein.
- B. Expiration. This Contract shall expire at the end of the term specified in III. A hereof. At the conclusion of its term, the employee may revert back to their original contract. Neither party shall have any further claim against the other, and the School District's employment of the Employee shall cease, unless the employee reverts back to their previous contract or a subsequent Contract is entered. However, 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.
- C. Termination During the Term With Cause. The Employee's employment may be terminated during the term of this Contract for cause. Such cause shall consist, by way of illustration and not limitation, of one or more of the following: Theft, neglect of duty, conviction of a felony, fraud, insubordination or embezzlement. If the School Board proposes to terminate the Employee during the Contract term for cause, it shall notify the Employee in writing of the proposed grounds for termination. The Employee shall be entitled to a hearing before an arbitrator, provided the Employee makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services "BMS" for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The arbitrator may suspend the Employee with pay pending final determination. If the Employee fails to

request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Employee to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Employee shall have no further claim or recourse. 20

- D. Mutual Consent. The parties may terminate this Contract at any time by mutual consent.
- E. Termination During the Term Without Cause. During the term of this Contract or any extensions thereof, this Contract may be terminated by the School District without cause upon thirty (30) days' notice and payment of twelve (12) months' pay.
- F. Resignation. The Employee may terminate this agreement without cause or penalty with twenty-one (21) days' notice in writing to the Superintendent.

IV. Duty Year and Leaves:

- A. Basic Work Year. The Employee's duty year shall be for the entire twelve (12) month, 260-day Contract year as provided herein, and the Employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Employee shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.
- B. Vacation. The Employee shall earn twenty (20) working days of annual paid vacation each Contract year. Unused vacation may carry over into future duty years at any point during the contract period. Upon retirement, resignation 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 HCSP. In no event shall this provision exceed sixty (60) days.

Vacation time is to be coordinated with the Superintendent in order to maintain a protocol for leadership within the School District.

- C. Holidays. The Employee shall be entitled to 12 paid holidays each Contract year as designated by the School District.

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Convention Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve Day
- Christmas Day

- D. Sick, Family and Personal Leave.

- 1. Sick Leave The Employee shall earn 13 paid sick leave days per year, allocated on the first day of each contract year, and such earned unused sick leave may accumulate to a maximum of thirty (30) days. The value of unused sick leave that accumulates to a maximum of thirty (30) days (plus the new accrual). The value of unused sick leave shall accumulate to a maximum of thirty (30) days shall be contributed annually to the employee's HCSP at the end of the fiscal year. 213

2. Family Leave. Employee shall be allowed a maximum of twenty (20) 21 sick leave days per year for absences due to an illness or injury in the immediate family requiring care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the Superintendent. "Family" shall constitute members of the immediate family of employee or spouse and for purposes of this regulation shall include, parent, stepparent, father-in-law, mother-in law, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. In addition, to the above, employee may use more than twenty (20) days sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota Statute §181.9413 (2013).

E. Bereavement Leave. Employee shall be granted paid bereavement leave not to exceed five (5) days to attend a funeral of a family member. An additional three (3) days may be granted due to a death in the family if necessary for travel in connection with legal or business matters involving the funeral or estate. Days utilized will not be deducted from sick leave.

Definition of "family" under "Bereavement Leave" shall constitute members of the immediate family of Employee 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.

F. Medical Leave. If A 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. The 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.

G. Jury Duty

1. When Employee is selected for jury duty, the Superintendent will be notified and Employee 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 Employee will receive his regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.

I. Personal Leave. The Employee shall be entitled to three (3) personal leave days per year, the second and third of which will be charged against accumulated sick leave.

V. Insurance:

A. Health & Hospitalization. The School District shall pay the same monthly premium for employee and dependency coverage for the group hospital and medical insurance as paid by the District for such coverage for the teachers of the District.

B. Dental. 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 their earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed 214 to by representatives of the bargaining unit and the administration may be selected.

C. Life Insurance. The School District shall provide, at the expense of the School District,

term life insurance for the Employee under the School District's group life insurance plan in the amount of \$100,000, payable to the Employee's named beneficiary. Employee may purchase at their own expense, additional insurance in increments of \$50,000 through the District's group plan. The acceptance of coverage over \$50,000 triggers additional coverage amounts to be taxable. 22

- D. Long Term Disability Insurance. The School District shall provide, at the expense of the School District, long term disability 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.
- E. 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.
- F. Claims Against the School District. The eligibility of the Employee or the Employee's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

VI. Other Benefits:

- A. Tax-Sheltered Annuities. The School District shall contribute to a 403(b) tax-sheltered annuity on behalf of the Employee. 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 (\$1,500) dollars. The matching contribution is made pursuant to the provisions of Minnesota Statute § 356.24. 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
- B. Cellular Phone. 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.
- C. Conferences and Meetings. The School District shall pay all legally valid expenses and fees for the Employee's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Superintendent. The Employee shall periodically report to the Superintendent relative to all meetings and conferences attended. The Employee shall file itemized expense statements to be processed and approved as provided by law.
- D. Automobile. The School District shall reimburse the Employee for business use of the Employee's private automobile consistent with School District Policy #3135 and pursuant to Minnesota Statute 5471.665, Subd. 3.

VII. Compensation:

- A. Salary. The School District shall pay Employee, and Employee shall accept from the School District in full payment for Employee's services, an annual salary as determined according to the Annual Salary Schedule set forth below. Employee's salary shall be paid in equal installments during the Contract year, at least bi-monthly. The Contract year is defined as commencing on July 1 of any year and terminating on the next June 30. 23

<u>Salary</u>
2025-2026
\$156,000

VIII. Other Provisions:

- A. Outside Activities. While the Employee shall devote full time and due diligence to the affairs and the activities of the School District, the Employee may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Employee's ability to perform the duties of the Director of Human Resources. The Employee shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior coordination of the Superintendent.
- B. Indemnification and Provision of Counsel. In the event that an action is brought or a claim is made against the Employee arising out of or in connection with the 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, shall 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 limitations as provided in Minnesota Statutes, Chapter 466.
- C. Dues. The Employee is encouraged to belong to and participate in appropriate professional and educational organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues as are required, directed, or permitted by the School Board. The Employee shall present appropriate statements for approval as provided by law.
- D. Severance. Upon retirement or voluntary resignation, the Employee shall receive severance credit for 2.5 days multiplied by the number of full or partial years of continuous service to the District (not to exceed six months' pay). 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/voluntary resignation divided by two-hundred sixty (260). This amount is in addition to any amount paid from remaining unused sick leave or unused vacation pay. Any amount payable shall be contributed to the Employee's 403B Plan or other tax-sheltered annuity plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan Health Care Savings Plan. Severance will not be paid for a termination for cause as outlined in Article IV paragraph D.
- E. Technology. The school district shall provide the Employee with appropriate technology to work remotely, including, but not limited to, a laptop with applicable installed software and hardware. The employee will be responsible for internet requirements.
- IX. Severability: If any provision of this Contract is held to be invalid by operation of law, the remainder of the Contract shall not be affected thereby and shall remain in full force and effect.

This Contract shall be effective only upon signatures of the Employee and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes 24

IN WITNESS WHEREOF, I have subscribed my signature this XX of MONTH 2025

Steven Johnson

IN WITNESS WHEREOF, I have subscribed my signature this XX of MONTH 2025

Chair, School Board

Clerk, School Board

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, <u>purchasing and budgeting for the District high schools</u>. 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 <u>and distribution for the District high schools</u> , 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, <u>and the high school sites</u> 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, <u>and other high school - ensuring personnel ensuring</u> 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, <u>and high school site purchasing</u> , 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. <u>This position does all the purchasing, budgeting and reconciliation for both of the District high schools.</u>
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. <u>Manages and controls PCards for high schools sites, not including athletics.</u>
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.	28
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, <u>and purchasing for the high schools.</u>	
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.

30

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
<p>General Summary of Purpose Of Job:</p> <p>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, <u>athletic</u> 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.</p>	

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 <u>including athletic attendance</u> , 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 athletic activity <u>and general school</u> budget management, accurately tracking expenditures, understanding proper budget codes, and reconciling accounts <u>related to athletic purchasing</u> .
6.	Execute comprehensive purchasing for athletics <u>and</u> , activities <u>including stocking concessions and booking hotels, CTE classes, and the entire school, from obtaining quotes to creating purchase orders</u> .
7.	Manage athleticall school P-Cards, <u>maintaining including secure disbursement</u> , meticulous receipt collection, <u>and logging usage across departments</u> .
8.	Process all staff, coach, and event worker reimbursements-invoices 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, <u>and overseeing student and staff parking passes</u> .

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.

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 <u>and</u>, equipment <u>related to athletics, and large-scale deliveries.</u> <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 33

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:



**HR/BS Services Committee Monthly Fund Balance Report
January 12, 2026 Committee Meeting
BUDGET SUMMARY**

1/8/2026 Percent spent

REVENUES	25-26		25-26		25-26		25-26				
	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	July - June			
General	1	\$ 134,020,612.52	\$ 137,502,407.11	\$ 26,906,515.91	\$ 6,845,847.81	\$ 103,750,043.39			20%		
Food Service	2	\$ 6,120,000.00	\$ 6,120,000.00	\$ 1,458,605.50	\$ 532,160.77	\$ 4,129,233.73			24%		
Transportation	3	\$ 3,866,200.00	\$ 3,866,200.00	\$ 1,461,297.87	\$ 324,568.90	\$ 2,080,333.23			38%		
Community Ed	4	\$ 8,187,495.00	\$ 8,187,495.00	\$ 1,319,177.59	\$ 157,168.75	\$ 6,711,148.66			16%		
Operating Capital	5	\$ 4,680,435.48	\$ 1,974,644.89	\$ 463,349.80	\$ 102,369.38	\$ 1,408,925.71			23%		
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -					
Debt Service Fund	7	\$ 27,857,301.00	\$ 27,857,301.00	\$ 1,828,442.87	\$ -	\$ 26,028,858.13			7%		
Trust Fund	8	\$ 320,000.00	\$ 320,000.00	\$ -	\$ -	\$ 320,000.00			0%		
Dental Insurance Fund	20	\$ 959,836.00	\$ 959,836.00	\$ 562,043.01	\$ -	\$ 397,792.99			59%		
Student Acitivity	79	\$ 106,940.00	\$ 110,490.00	\$ 147,247.17	\$ -	\$ (36,757.17)			133%		
REVENUES	TOTALS:	\$ 186,118,820.00	\$ 186,898,374.00	\$ 34,146,679.72	\$ 7,962,115.61	\$ -	\$ 144,789,578.67		18%		

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	July - June			
General	1	\$ 128,594,794.07	\$ 129,428,839.95	\$ 60,120,683.03	\$ 3,771,923.22	\$ 65,536,233.70			49%		
Food Service	2	\$ 6,095,464.00	\$ 6,095,464.00	\$ 2,335,215.29	\$ 2,092,972.96	\$ 1,667,275.75			73%		
Transportation	3	\$ 7,864,200.00	\$ 7,864,200.00	\$ 4,397,622.14	\$ 606,654.32	\$ 2,859,923.54			64%		
Community Ed	4	\$ 7,725,252.00	\$ 7,725,194.86	\$ 3,260,495.68	\$ 80,220.53	\$ 4,384,478.65			43%		
Operating Captial	5	\$ 5,648,724.89	\$ 5,648,724.89	\$ 4,451,609.74	\$ 1,033,161.01	\$ 163,954.14			97%		
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -					
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	\$ 685,178.17	\$ -	\$ 340,369.83			67%		
Student Acitivity	79	\$ 86,750.00	\$ 753,465.85	\$ 156,112.41	\$ 19,595.90	\$ 577,757.54			23%		
EXPENSES	TOTALS	\$ 184,706,094.96	\$ 186,206,799.55	\$ 76,763,751.03	\$ 7,604,527.94	\$ -	\$ 101,838,520.58		45%		

Extra Curricular Fund 01 Prog 298
Revenue \$ 119,804.88
Expense \$ 233,745.62

**Fundraisers Reported
December 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
Denfeld	Denfeld Cheerleading	\$2,000.00	Grocery bagging
East	Duluth East Cheerleading	\$1,500.00	Grocery Bagging
Ordean-East	PBIS Team/Real Talk	\$500.00	We will be selling candy grams and flowers for Valentine's Day. Students will be able to pay with BARK bucks or cash, according to their preference.

Teaching Learning and Equity Department/Program Board Summary Report

This report is designed for Department or Program Leaders to provide a concise, high-level overview of their area's status, activities, and future plans to the School Board.

Report Identification

Field	Information
Department/Program Name:	1 st Street Building (Duluth Education Center, DNT)
Report Title:	Construction Progress
Report Leader:	Bryan Brown
Date Submitted:	1-8-2026
Date of Board Meeting:	

Summary Report

I. Program Objectives & Goals (What are we trying to achieve?)

Construction Progress at the 1st Street Building (former DNT building located at 424 W 1st St Duluth MN). The building size is 72,000 sq ft, 51,000 sq ft of the building has been designed for program space; approximately 21,000 sq ft of space in the basement level is for future considerations.

Programs include:

- STEPS
- T-12/Bridge Special Education
- District Wide Staff
- ECSE
- Early Childhood
- District Testing/Screening
- Community Education
- ALC/ AEO – Middle School and High School
- Adult Education

The goal is to complete construction in the summer 2026.

II. Key Actions & Activities (What have we done recently?)

Construction on the 2nd floor has met notable milestones including inspections from the city, interior drywall installation 50% complete, and drywall taping 20% complete. The Electrical, Mechanical, and Plumbing rough-in inspections for the second phase of the 2nd floor are scheduled for January 9th. The first coat of paint will start on the 2nd floor at the end of January. Construction on the 1st floor has started, framing installation is 50% complete on the 1st floor.

Construction activities:

1. Material procurement is ongoing.
2. Demolition is complete.
3. Interior wall framing, drywall construction, door frame installation, electrical and mechanical rough-in are ongoing.
4. The steel for the 1st floor infills has been procured with installation starting in January.
5. Interior painting will start in late January.

III. Outcomes & Results (What was the impact?)

1. The construction schedule remains on track to complete the project in the summer 2026.

IV. Next Steps & Future Focus (What is planned for the future?)

1. Construction Progress:
 - a. Steel installation for the 1st floor infill starts in January.
 - b. Interior Construction will continue on the 1st floor and 2nd floor.
 - c. Periodic inspections from the city are ongoing.

2. The construction budget is updated monthly with the submission of the pay application.

Summary:

- a. Total Budget \$15,724,044.
- b. Cost to date: \$3,374,876.
- c. Contingency Remaining: \$258,416.
- d. FF&E Remaining: \$250,000.

F. Current Project Photos



Drywall Taping



Drywall Taping



Mechanical Duct Installation



HVAC Plumbing and Electrical



Drywall Framing



Exterior Wall Temporary Enclosure

NOTICE OF INTENDED PROJECTS

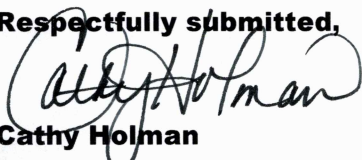
Independent School District #709

The Duluth Public School District's 2025 Payable 2026 Levy Certification relating to Long-term Facilities Maintenance Revenue to be levied pursuant to Minnesota Statutes 123B.595, subdivision 10.

FY27 Projects:

- CONGDON FENCING REPLACEMENT – 05 LTFM**
- DENFELD FLOORING REPLACEMENT – 05 LTFM**
- EAST NOTHING AT THIS TIME**
- HOMECROFT FLOORING REPLACEMENT – 05 LTFM**
- LAKWOOD BOILER REPLACEMENT FUND 06/\$38 MILLION**
- LAURA MAC FLOORING REPLACEMENT – 05 LTFM
RESURFACETENNIS COURTS – 05 LTFM**
- LESTER PARK SIDEWALK REPAIR – 05 LTFM**
- LPMS NOTHING AT THIS TIME**
- LOWELL PARKING LOT REPLACEMENT – 05 LTFM**
- MW FLOORING REPLACEMENT – 05 LTFM**
- OEM NOTHING AT THIS TIME**
- PIEDMONT SIDEWALK REPAIR – 05 LTFM**
- STOWE FLOORING REPLACEMENT – 05 LTFM
PARKING LOT REPLACEMENT – 05 LTFM
ROOF REPLACEMENT – FUND 06/\$38 MILLION**
- FIRST STREET ROOF REPLACEMENT FUND 06/\$38 MILLION**

Respectfully submitted,



**Cathy Holman
District Purchasing Coordinator**



**Expenditure Contracts Signed
December 2025**

For your information, the Superintendent or the CFO, Executive Director of Business Services has signed the following expenditure contracts during the above timeframe.

*** Not to Exceed:** If asterisk is noted, then the contract has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**** Contract is paid via monies from:**

DR = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)

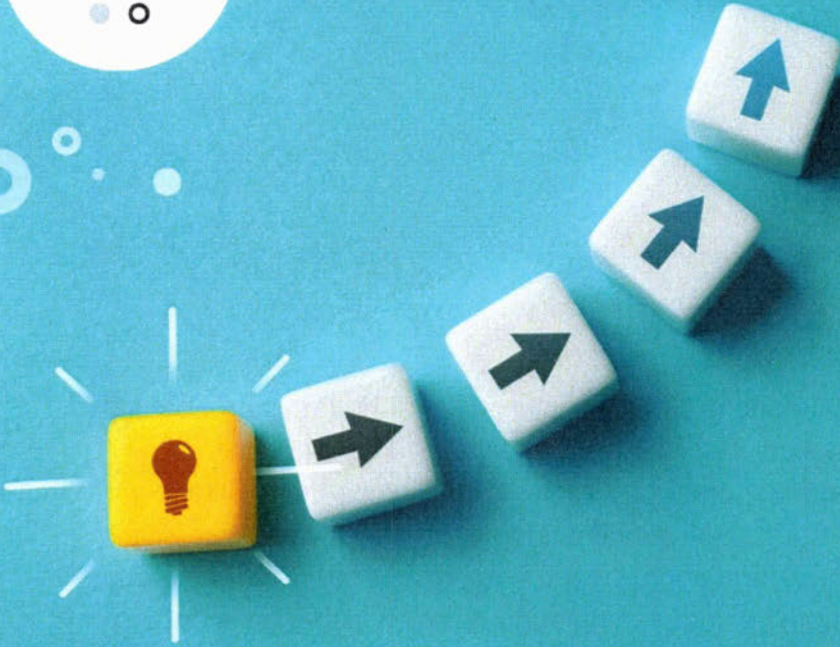
DU = Department Unrestricted (General Fund)

G = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)

SAF = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	Amount*	Contract Source**	Description
Center for Effective School Operations (CESO)	See Payment Terms in Contract	Office of the Superintendent/ Human Resources (DU)	Human Resources Consulting Services – Jan. – Oct. 2026
Leadership Transformation Consulting	\$12,000.00	Office of the Superintendent/ Human Resources (DU)	Consultation, Human Resources Department, District Support Services Rendered (including mileage, travel, prep time and per diem)
Wipfli	\$6,250.00	Business Services (DU)	Solar Project Audit
CFS Interiors & Flooring	\$114,520.00	Facilities (DR)	Denfeld High School supplies and install of VCT & vinyl base in multiple classrooms and hallways (LTFM approved project)
Katy Smith	\$2,100.00*	TLE (DR)	Presentation for Professional Development: The Community in Community Education
Jeffery Melton	\$600.00*	TLE (DR)	Three presentations of American Indian Culture on 12/8/25 at EHS
Martha Jorgensen	\$550.00*	Office of Education Equity (DR)	Co-group leader and advisor for Diamond and Pearls Afterschool Mentoring Program
Kim Robinson	\$550.00*	Office of Education Equity (DR)	Co-group leader and advisor for Diamond and Pearls Afterschool Mentoring Program

Hope Hrabik	\$150.00*	Office of Education Equity (DR)	Provide culturally specific dancing services
Jaylee Engstrom	\$150.00*	Office of Education Equity (DR)	Provide culturally specific dancing services
Patricia Funk	\$500.00*	MTSS Coord. (DR)	Facilitation of PREPaRE Workshop 2: Mental Health Crisis Intervention Responding to an Acute Traumatic Stressor in Schools – 12/8-12/9, 2025
Allison Hedlund	\$500.00*	MTSS Coord. (DR)	Facilitation of PREPaRE Workshop 2: Mental Health Crisis Intervention Responding to an Acute Traumatic Stressor in Schools – 12/8-12/9, 2025
Robert Giuliani	\$4,000*	Denfeld HS/CTE (DR)	CTE culinary instructor at DHS (Addendum to initial contract, raising not to exceed amount from \$3,000 to \$7,000)



Human Resources Consulting Services

Duluth Public Schools

January 5, 2026

January 5, 2026

John Magas
Superintendent of Schools
Duluth Public Schools
709 Portia Johnson Dr.
Duluth, MN 55811

Dear Mr. Magas,

The Center for Effective School Operations (CESO) is pleased to submit this proposal to provide support for the Duluth Public Schools HR team. Our team has extensive experience supporting school district operations nationwide, including the facilitation of learning opportunities for district staff and the evaluation of processes, procedures, and policies that drive your daily, monthly, and annual work. Additionally, our team is adept at assisting organizations through training and staffing augmentation, either on an interim basis or an ongoing basis.

Please contact me at 507-720-2013 or sara.riegel@theceso.com with any questions or concerns related to our proposal.

Sincerely,



Sara Riegel
Director of HR & Organizational Design Consulting

Meet CESO



CESO - the Center for Effective School Operations - believes in the power of an equitable learning journey for each student. Our expertise in K-12 operations keeps districts running smoothly so leaders can focus on what matters most.

What began as a school transportation organization more than 20 years ago has transformed into a full-service consulting, management, and staffing partner across key operational areas. Today, we help foster exceptional environments where leaders can optimize daily operations and implement long-term success for their communities.

Our proactive team solves complex challenges using client input, our analytical frameworks, and the space to rethink what's possible. From this, we provide clients with the best options to address the unique opportunities within their schools. More than 230 districts in 35 states have utilized this effective, customized approach.



Consulting

We begin with our client's story and then incorporate multiple perspectives, our client's goals, our own core values of inclusivity, curiosity, and sincerity, and the team's expertise to create tailored solutions with achievable plans.

Management

We partner alongside our clients to do the implementation work with their teams, delivering results through prioritization, collaboration, and accountability.

Staffing

We do the implementation work for our clients, providing interim or long-term staffing support from executive or director-level roles to specialists. Our team of experts brings decades of operational experience combined with a passion for education.



K-12 Operations Experts

Transportation • Communications • Human Resources • Technology
Finance • Facilities • Nutrition • Executive Search • Organizational Health



Organization

The Center for Effective School Operations, LLC (CESO), established in 2014, is a full-service advisory and management firm, providing expertise and supplemental support for public sector entities across North America. Based in Minneapolis, there are seven different divisions that provide services to organizations of all sizes and types. Our founding beliefs are **curiosity**, **inclusivity**, and **sincerity**. These beliefs cause us to regularly Rethink Possible and support public entities to deliver vital services to their communities.

CESO has provided support to more than 400 organizations in 3 countries on a broad range of topics that are focused on improving efficiency and effectiveness. Our other clients have included universities, colleges, and community colleges; rural, suburban, and urban school districts and cities; private investment firms; private sector service providers; and professional associations. CESO helps maximize the value for money expended on public services. Our focus is on addressing complex challenges through a structured and disciplined analytical process that allows our clients to select the best options for them to address issues and concerns within all aspects of organizational management. We have expertise in the complexities of organizational design, change management, leadership, and decision making.

Our consulting services are focused on addressing a broad range of operational concerns for organizations. Our projects help optimize the balance between the efficiency and effectiveness of their operations. We have focused extensively on designing decision-making processes that allow school districts, municipal governments, colleges and universities, and quasi-governmental entities to best balance the use of their financial, technical, human resource, and capital assets.

Scope of Work

To meet the needs of Duluth Public Schools, we would utilize a team approach that includes expertise in Executive Director/CHRO and Generalist level services. As part of this proposal, CESO would offer the following support:

Short-Term Human Resources Information System (HRIS) Supervisor Support

CESO will provide a team approach on a short-term (11-week) basis to support the responsibilities associated with the HRIS Supervisor position in the district including, but not limited to, the following functions of the HR office:

- Provide training to departmental and district staff in areas relating to the usage and maintenance of the district's HRIS (Skyward Q)
- Serve as a liaison with district staff to ensure a high level of integration between the district's HR and Finance teams.
- Develop and run reports needed to verify accuracy of department records
- Maintain position control records and verify all requests for staffing requisitions
- Process assignment additions and changes as needed to ensure all staff assignment records are accurate for payroll processing
- Provide technical support and requested reports/documentation to district Human Resources Managers
- Compile, analyze, and submit reports and information pertaining to contract negotiations as requested
- Other Human Resources-related functions as mutually agreed upon and assigned by the Superintendent

Our first task would be to meet with the current HRIS Supervisor to gain a thorough understanding of current responsibilities, processes, and other details required for our team to provide coverage for this position on a short-term basis and ensure a seamless transition.

Thought and Strategy Partnership

CESO will provide Duluth Public Schools with a Thought and Strategy Partner for the Director of Human Resources position. This partnership includes 10 coaching sessions, with the option to add additional sessions upon request, and is structured in the following phases:

- **Establishing Trust and Relationship:** *The first 1-2 sessions prioritize building trust and relationship utilizing CESO tools and protocols. These sessions set the groundwork for intentional time together, focused on impact and results.*

- **Thought and Strategy Sessions:** *In this phase, sessions focus on the leader's impact, challenges, opportunities, and next actions, utilizing essential coaching questions and active listening to help the leader reflect on their leadership in their unique role.*
- **Reflection and Sustainability:** *In this phase, the leader will focus on the systems and structures they have built with their Thought and Strategy Partner to sustain their desired changes and continue building their self-awareness.*

Thought and Strategy Partner: Rick Kreyer, Senior Employee Experience Consultant



Rick has specialized in leadership development, labor relations, and HR systems over a 30-year career in key roles spanning major Minnesota school districts, including HR Director at St. Louis Park Public Schools, Chief HR Officer at Minneapolis Public Schools, and Executive Director of HR and Labor Relations at St. Paul Public Schools. Rick led transformative initiatives improving systems, implementing software, streamlining hiring, and restructuring service delivery, resulting in better employee engagement and retention.

Executive Director of Human Resources Consultation

In addition to the HR Generalist support outlined above, CESO will provide Duluth with an Executive Director of Human Resources to support employee relations matters, employee investigations, contract negotiations, leadership coaching, and provide general consultation.

The work will be performed by a combination of generalist and CHRO-level staff members. CESO will also provide a team lead to liaise with school district leadership to ensure consistency and continuity of service during the contracted time. The work would be completed primarily in a virtual setting, with in-person work performed as needed and mutually agreed upon.

While every effort will be made to provide consistent CESO team members to Duluth for the duration of the contract, CESO does work in a collaborative team environment, and additional or alternate support may be assigned to Duluth to ensure high customer satisfaction, as well as to balance practitioner workload.

Payment Terms

Based on the current needs of Duluth Public Schools, as well as the team capacity at CESO, we are prepared to offer support at the following levels. All tasks will be performed in a hybrid manner, with the majority of the work being performed virtually and the remaining work performed on-site based on the needs of the district and as mutually agreed upon. **Please select the box that reflects the district's desired option(s) for service:**

- **Short-Term HRIS Supervisor Support**
 - CESO will provide HRIS Supervisor coverage on a short-term basis for a 11-week period, including two weeks of overlap to ensure seamless transitions at the beginning and end of this period.
 - All tasks listed in the Scope of Work will be charged at a rate of **\$9,000/month** for up to 80 hours per month for the months of February - March.
 - Additional tasks requested and performed above 80 hours per month will be charged at a rate of \$110 per hour.
 - **Pro-rated charges for January:** All tasks listed in the Scope of Work will be charged at a rate of **\$5,500** for up to 50 hours for the month of January.
 - Additional tasks requested and performed above 50 hours for the month of January will be charged at a rate of \$110 per hour.
- **Thought and Strategy Partnership**
 - CESO will provide a dedicated Thought and Strategy partner for the Director of Human Resources position with monthly sessions. Pricing is based on one session per month including session prep, coaching, and post-session resources.
 - All tasks listed in the Scope of Work will be charged at a rate of **\$350/month**.
 - Additional coaching sessions are available upon request and will be charged at a rate of **\$225 per session**.

Applicable travel costs will be billed for mileage at the current IRS rate from the CESO headquarters in Minneapolis to Duluth Public Schools. No travel costs are incurred for virtual/remote work.

Timeline

- If selected, and unless otherwise agreed upon, CESO is prepared to provide support under each option outlined in this proposal as follows:
 - The **Short-Term HRIS Supervisor support** option will begin on January 15, 2026 and conclude on March 31, 2026, with the option to extend.
 - The **Thought and Strategy Partnership** option will begin January 5, 2026 and continue through October 31, 2026, with the option to extend.
- Payment and/or performance in full will be required during the time either party has been placed on notice of the termination of the agreement.
- ***This proposal is good for 10 days from January 5, 2025.***

Authorization to Proceed

Please sign and return a copy of this contract to CESO, LLC, as authorization to proceed. Once we receive this signed contract, we will return a final contract to you for your records and begin with the implementation of this agreement.

I have carefully reviewed the above contract and authorize CESO, LLC, to proceed.

Simone Zunich
 Executive Director of Business Services
 Duluth Public Schools
 709 Portia Johnson Dr.
 Duluth, MN 55811

Sara Riegel
 Director of HR and Organizational Design
 The Center for Effective School Operations
 615 1st Ave NE, Ste. 115
 Minneapolis, MN 55413

Simone Zunich
Simone Zunich (Jan 6, 2026 09:04:13 CST)

 Authorized Signature

Sara Riegel

 Authorized Signature

Simone Zunich 01/06/26

 Authorized Print Date

Sara Riegel 01/06/26

 Authorized Print Date



General Conditions

The following general conditions are made in part of CESO, LLC (the "professional") proposal (the "proposal"). The term "customer" refers to the school system for which the professional is providing services. To the extent that the proposal conflicts with the terms delineated in the general conditions, the terms in the general conditions shall control.

A. Responsibilities

- a. Professional will provide services as enumerated in the proposal with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this proposal and in the same locality.
- b. Customer will provide all information necessary and access to staff and facilities as needed so that work can be conducted by professional in an economical, timely and safe manner.
- c. The fees and reimbursable listed in the proposal is the amount owed to the professional for the products and services provided by professional under this agreement.
- d. Invoices will be submitted to customer every month for work performed during the month. The customer shall make payments no later than thirty days after receipt of the invoice. All invoices unpaid for over thirty days will bear interest and a collection fee of eighteen percent annually, compounded monthly. Payment may be withheld only if this agreement is breached, and a written notice has been provided within forty-five days of receiving the invoice that is in dispute.

B. Disputes

- a. Disputes under this agreement will be promptly resolved in good faith through negotiation. All claims, disputes, differences not resolved in accordance with the commercial rules of the American Arbitration Assoc. in effect at that time.

C. Indemnity & Insurance

- a. Professional shall indemnify and hold harmless Customer against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Professional, its employees, agents, subcontractors or licenses, of their obligation under this Agreement, or from any negligence or misconduct by professional, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Professional's proportion of the total fault which directly caused the damages.
- b. Customer shall indemnify and hold harmless Professional against losses, damages and claims, demands, actions, costs (including reasonable

attorney fees), and fines of any kind resulting from any breach of this Agreement by Customer, its employees, agents, subcontractors or licenses, of their obligation under this Agreement, or from any negligence or misconduct by Customer, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Customer's proportion of the total fault which directly caused the damages.

- c. Professional carries coverage and limits of liability insurance for the Professional's own negligence as required by law and district requirements. These may include, but are not limited to the following:
 - i. Workers Compensation
 - ii. Employers' Liability
 - iii. Comprehensive General Liability with the following coverage:
 - 1. Bodily Injury
 - 2. Property Damage
 - 3. Personal Injury
 - 4. General Aggregate
 - 5. Product
 - 6. Fire Damage
 - 7. Medical Expenses
 - iv. Physical Loss insurance sufficient to cover loss or damage to Professional's owned or leased equipment.
 - v. Professional Liability (claims made).
 - vi. Contractor Pollution Liability (claims made).
 - vii. Excess Umbrella Liability. Professional's Excess Umbrella Liability policy provides coverage in addition to each of the coverages listed above including Comprehensive General Liability, Professional Liability and Contractor Pollution Liability.

D. Termination

- a. Neither party will have a right to terminate this agreement for convenience unless a termination fee in the amount of the remaining contract is paid to the terminated party.

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Leadership Transformation Consulting, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/1/25 and shall remain in effect until 6/30/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Consultation, Human Resources Department, District Support Services Rendered (Including mileage, travel, prep time and per diem)

3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$12,000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Leadership Transformation Consulting, 1420 Spring St, Sobieski WI 54171.

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

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

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

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

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

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

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

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

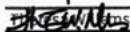

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

 (Dec 17, 2025 13:41:46 CST)  Dec 17, 2025

Contractor Signature **SSN/Tax ID Number** **Date**

Program Director **Date**

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

This contract is funded by either:

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

Please check the appropriate line below:

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

Check if the contract will be paid using Student Activity Funds

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

01	E	012	105	000	305	105
XX	X	XXX	XXX	XXX	XXX	XXX

 12/17/25

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair **Date**

December 19, 2025

ISD No 709 - Duluth
Simone Zunich
709 Porita Johnson Drive
Duluth, MN 55811

Wipfli Advisory LLC ("Wipfli," "Wipfli Advisory" "we", "our") appreciates the opportunity to provide services to ISD No 709 - Duluth ("Client", "you", "your"). This letter ("Engagement Letter"), together with the attached Wipfli Advisory LLC Professional Services Terms and Conditions ("Terms and Conditions") describe the nature and scope of the services we will provide and confirms our mutual understanding of the terms of our engagement.

Scope

We will provide the following services with respect to the Solar System (the "Project") at the above listed property:

- *An analysis that addresses the following ITC requirements (the "Report")*
 - *Identifying Client's qualifying property that is eligible for the ITC incentive.*
 - *Identifying whether the Project has met the requirements for the following multipliers or adders:*
 - *Prevailing Wage and Apprenticeship Multiplier (Megawatt Exemption as defined by IRC Section 48(a)(9)(B) and related Regulations),*
 - *Domestic Content Adder,*
 - *Energy Community Adder, and*
 - *Low Income Communities Adder*
- *Assist with Client's ITC pre-registration filing requirements, if necessary*
- *Provide to client, or file upon Client's request, tax forms to claim the credit*

The services which are the subject of this Engagement Letter do not include an analysis of the applicability of any state or local incentives for the above property. If Client desires such services, Wipfli will work with Client to execute a separate engagement letter.

General Service Conditions

We will rely, without investigation or verification, on all oral and written information provided to us by you or your agents. We will assume that all such information is true, correct, and complete in all material respects as of the date provided to us and as of the date we render our advice. As a consequence, it is critical for you to accurately provide us with all facts pertaining to this matter. All tax advice is fact-specific. Seemingly small

"Wipfli" is the brand name under which Wipfli LLP and Wipfli Advisory LLC and its respective subsidiary entities provide professional services. Wipfli LLP and Wipfli Advisory LLC (and its respective subsidiary entities) practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations, and professional standards. Wipfli LLP is a licensed independent CPA firm that provides attest services to its clients, and Wipfli Advisory LLC provides tax and business consulting services to its clients. Wipfli Advisory LLC and its subsidiary entities are not licensed CPA firms.

ISD No 709 - Duluth
Page 2
December 19, 2025

changes in facts can cause dramatically different results in tax liability. Any change in the facts which you provide to us should be discussed with us to determine any effect on the advice which we may provide to you.

The advice that we will provide you will be our best interpretation of how the existing tax law could be applied to the facts. Our advice will not be a guaranty of how the courts, or any taxing authority, will rule on the issue or issues addressed. Tax laws are subject to frequent change and constant litigation. What may be a strong position today, may not be so six (6) months from now. For that reason, any advice which we may give you will be limited to the tax law as it exists on the day of that advice.

The depth of discussion contained in the Report will be specific to your needs as the client and for the intended use stated herein. The Report is to be used only for the specific purpose stated herein and any other use is invalid. You may show the Report in its entirety to those third parties that need to review the information contained herein, but no reliance may be made by any third party without our prior written consent. No one should rely on our Report as a substitute for his or her own due diligence. No reference to our name or our Report, in whole or in part, in any document you prepare and/or distribute to third parties may be made without our prior written consent. Wipfli is not responsible for the unauthorized use of the Report.

Project Fees

Our fees and expenses for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$6,250. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparedness for the engagement and your current operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We will also charge our actual direct travel expenses (if any) plus a technology and administration fee equal to six percent (6%) of our professional fees. We expect payment of our billings within 30 days after submission.

Client and its shareholders are responsible for the timely filing of their respective tax return(s). Client's failure to file, or to timely file, any tax return affected by this Engagement Letter shall not constitute a defense to the credit calculation or payment of our fee. Moreover, Client's failure to timely file Client's tax return or properly report our credit calculation, shall have no effect on Client's obligation to pay Wipfli for the services rendered herein.

IRS Audit Support

Client understands that any tax advice provided by Wipfli in this engagement is not binding on the IRS or any other taxing authorities or courts of law and should not be considered as representation, warranty, or guarantee that any taxing authority will agree with the positions taken in any of the tax return(s) filed pursuant to this engagement. Accordingly, should a taxing authority inquire about or audit the income tax return(s) in reference to the ITC, Client may seek to engage Wipfli to defend, at Wipfli's standard hourly consulting rates at that time (plus any out-of-pocket expenses), any challenge to the ITC claimed on the tax return(s). In such case, Client agrees to maintain the documentation necessary to support its ITC claim. Such defense may include time expended in responding to notices or representing Client through any IRS appeals conference on such matter(s).

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December 19, 2025

Approval to Proceed

All work related to this engagement to be performed by Wipfli under this Engagement Letter shall be subject to the Wipfli Advisory LLC Professional Services Terms and Conditions, attached hereto. If you agree with the terms of our engagement, please sign the enclosed copy of this Engagement Letter in the space indicated and return it to us in the envelope provided, by email, or by fax.

We reserve the right to adjust the fee and/or scope of this Engagement Letter if it is not signed and returned to us within 30 days of the date of issuance.

We appreciate this opportunity to work with you.

Sincerely,

Wipfli Advisory LLC

Wipfli Advisory LLC

ACCEPTED: ISD No.709 - Duluth

By: *Ermine Zunic*
Executive Dir. Finance, Business Services
Date: *December 22, 2025*

Revision Date (10/1/2025)

1. Terms and Conditions and Related Engagement Documents

These Wipfli Advisory LLC Professional Services Terms and Conditions ("Terms and Conditions") apply to and govern Wipfli Advisory LLC's provision of services to You. For the purposes of these Terms and Conditions, any reference to "Wipfli," "We," "Us," "Our," or similar is a reference to Wipfli Advisory LLC, and includes any subsidiaries or subcontractors of Wipfli Advisory LLC, and any reference to "Client," "You," or similar is a reference to the party or parties that have engaged Us to provide services, and the parties ultimately responsible for Our fees and expenses.

These Terms and Conditions may be appended to or incorporated into an engagement letter outlining the delivery of specific services by Us to You, and in that case such engagement letter and any appendices thereto and these Terms and Conditions form the entire agreement between You and Wipfli with respect to the services described therein, and supersede and merge all prior or contemporaneous agreements and understandings (oral or written) between or among the parties regarding the subject matter thereof, including prior proposals of Wipfli regarding the engagement or services, understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued by Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the engagement letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of these Terms and Conditions, any engagement letter, its appendices, any other exhibit, attachment, schedule, or other document referenced in or by the engagement letter, shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the engagement letter shall be given controlling effect. Notwithstanding the foregoing, where Wipfli provides services, support, and advice not covered by an engagement letter, these Terms and Conditions shall apply, including with respect to any such services, support, or advice performed or provided prior to the execution of an engagement letter related to those services.

2. Change Orders

Unless an engagement letter specifies otherwise, services that fall outside the agreed-upon scope of Wipfli's engagement under any engagement letter shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli's invoice for such services. A "Change Order" means a mutually agreed-upon change in the scope of work or services, schedule, or the time for Wipfli's performance of the work or services under an engagement letter, or a change in the fees or the basis of the fees to be paid to Wipfli by Client, which is reduced to a writing that is executed or otherwise acknowledged by an authorized representative of each for Wipfli and Client. Services performed under a Change Order shall be subject to these Terms and Conditions.

3. Commencement and Term

Our engagement will commence when acceptance of these Terms and Conditions and any related engagement letter is delivered to Wipfli through execution thereof by a duly authorized representative of Client and shall continue until the services contemplated under the engagement letter are Complete (as reasonably determined by Wipfli), unless earlier terminated by either party as provided herein. Each person executing an engagement letter or Change Order on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing the same. For the purposes of this paragraph, "Complete" means the delivery by Wipfli of the report or other deliverables contemplated by the engagement letter, or where no deliverables are contemplated, three (3) months after the last date of services rendered by Wipfli with respect to the services at issue. Notwithstanding the foregoing, services, support, and advice provided by Wipfli in respect of an engagement after the termination of such engagement shall be governed by these Terms and Conditions.

4. Termination of Services

Wipfli's services may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements and such default is not cured within thirty (30) days after notice from the other party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days' written notice. Wipfli has the right to terminate services with immediate effect if We determine applicable professional standards require Us to do so, if Client does not in a timely manner provide Us with information reasonably requested by Us to perform the contemplated services, refuses to cooperate with Our reasonable requests for assistance in connection with the delivery of Our services, or misrepresents any material facts. Our withdrawal will release Us from any obligation to complete the services and will constitute termination of

Our engagement. Termination of Our engagement shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination and Client agrees to compensate Us for Our time and out-of-pocket expenses through the effective date of termination.

5. Fee Estimates and Expenses

An engagement letter may set forth specific fee amounts, hourly rates, or certain ranges for Wipfli's fees in respect of the services contemplated by the engagement letter. Where Wipfli provides an estimate of fees, Client acknowledges that Wipfli provides fee estimates as an accommodation to Client. These estimates depend on various assumptions, including without limitation: (a) anticipated cooperation from Client personnel; (b) timely responses to Our inquiries; (c) timely completion and delivery of Client assistance requests; (d) timely communication of all significant accounting and financial reporting matters; (e) the assumption that unexpected circumstances will not be encountered during the engagement; and (f) where applicable, the assumption that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in an engagement letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

Unless otherwise agreed in an engagement letter, a technology and administration fee of six percent (6%) of professional fees will be added to all invoices, along with any direct travel expenses incurred. The technology and administration fee is in lieu of other direct expenses and charges which might otherwise apply. Notwithstanding the foregoing, the cost of software and software licenses or subscriptions and similar miscellaneous tools provided or acquired specifically for Client or for Client's use in connection with the performance of services may be invoiced separately.

6. Payment of Fees and Expenses

All invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on the balance due to Wipfli that is outstanding over thirty (30) days. At Our discretion, services may be suspended if Client's account becomes overdue and services will not be resumed until Client's account is paid in full. Client acknowledges and agrees that We are not required to continue services in the event of a failure to pay on a timely basis for services rendered. Client further acknowledges and agrees that in the event Wipfli suspends or terminates services as a result of Client's failure to pay as agreed on a timely basis for services rendered, Wipfli shall not be liable to Client for any damages that occur, whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages, and Client agrees to indemnify and hold Wipfli harmless against any such damages or claims.

7. Engagement Staffing

Wipfli expressly reserves the right to replace, in Our reasonable discretion, any of Our team members as necessary to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist Us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including Our wholly owned subsidiary based in India and contractors in the Philippines).

We remain responsible to Client for the supervision of all independent contractors, service providers, entities, and personnel who assist Us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes Us to disclose Client information to the foregoing parties for the purpose of providing services to Client. Applicable rules in some states require that We advise You that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services.

8. Confidentiality, Information Security and Electronic Information Storage

The performance of services by Wipfli may result in the parties having access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the receiving party or its affiliates, free of any obligation to keep it confidential; (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates; (iii) is received by the receiving party from a third party without any restriction on confidentiality; (iv) is independently developed by the receiving party or its affiliates without the use of the disclosing party's Confidential Information; (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or (vi) is approved for release by prior written authorization of the disclosing party.

Except as permitted hereunder and necessary for the performance of services hereunder, without the advance written consent of the other party or as required by law, regulation, legal process, or to comply with professional standards applicable to a party, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding the Confidential Information of the other as it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this agreement. The parties further agree that expiration or termination of this agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

Wipfli will ensure that it maintains appropriate policies, procedures and safeguards to protect the confidentiality of Client Confidential Information. In addition We will ensure that Our agreements with all third-party service providers contain appropriate provisions to protect Client Confidential Information. We may use electronic media to transmit Client Confidential Information, and such use in itself will not constitute a breach of any security or confidentiality obligation. Client acknowledges that Wipfli has no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted, notwithstanding all reasonable security measures employed by Us. You consent to Our use of electronic devices and applications in the delivery of Our services.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data"). Any Personal Data provided to Us by Client to receive Our services will be kept confidential and not disclosed to any third party not described above (parties providing Us assistance in rendering professional services) unless necessary to deliver services, expressly permitted by Client, or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their Personal Data which will be obtained, used, and disclosed by Wipfli to render services, and Wipfli may rely on the representation that Client has obtained such consents. Notwithstanding anything to the contrary, Client acknowledges that Wipfli may collect, use, and disclose certain administrative Personal Data (such as contact information and Internet activity) to administer the contract between the parties and in accordance with Wipfli's Privacy Statement (as applicable) available at www.wipfli.com/privacy-statement.

9. **Intellectual Property Rights, Client Records, Wipfli Workpapers, Use of Deliverables and Drafts**

Wipfli acknowledges that all Client materials, data, or other information provided to Wipfli to permit Wipfli to perform services ("Client IP") belongs to and shall remain the property of Client. Client acknowledges that proprietary information, documents, materials, management techniques, and other intellectual property (collectively "Wipfli IP") are a material asset to Wipfli and source of services We perform for Client and others and were developed prior to performing services for Client. Client acknowledges that Wipfli Advisory LLC and/or Wipfli LLP or their affiliates (together "Wipfli Entities") owns all right, title and interest in Wipfli IP including enhancements thereto produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client IP, all of which shall remain the property of Client. Upon completion of the services and full payment by Client of all related invoices, the Wipfli Entities grant to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client (including embedded Wipfli IP), provided that any use or modification of such deliverable, other than for the purposes stated in the related engagement letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli Entities' trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli Entities' goods, products, services, marketing material, or advertising media and shall not in any way alter any of Wipfli Entities' products. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process, and other information shall be solely and exclusively the property of the originating party.

Client's original documents, data, books, and records are the property of Client, and it is Client's responsibility to maintain all such materials. Wipfli has no responsibility to do so unless specifically undertaken by Wipfli in an engagement letter. Workpapers, documentation, and files created by Us in the course of providing services are the property of Wipfli. We will retain workpapers, documentation, and files pursuant to Our record retention policy. In the event We are required to respond to a subpoena, court order, government regulatory inquiry, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of workpapers, documents, files and/or testimony relative to information We obtained and/or prepared during the course of rendering services, We will, to the extent permitted by law and applicable professional standards, notify You of the matter, but You agree We have no obligation to You in the event We determine We are obligated to provide documents or other information. You agree to compensate Us for all time We expend in connection with such response, at Our regular rates, and to reimburse Us for all related out-of-pocket costs, including reasonable attorney's fees, that We may incur. Any services under this paragraph will be deemed a separate engagement subject to these Terms and Conditions.

Client agrees that Wipfli may use Client's name and logo in experience citations and in proposals, work product and deliverables provided or directed to Client pursuant to the engagement letter or otherwise. Notwithstanding any other provision of the engagement letter or these Terms and Conditions, and except as prohibited by law, Wipfli may use the information received under the engagement letter, including tax return information, in an aggregated and anonymized manner, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to You or current or prospective clients to provide them services or offerings. In no event will We use or disclose the information in a way that would permit Client to be identified by third parties without Client's express consent. With respect to tax return information, Client may request in writing a more limited use and disclosure than the foregoing. The foregoing consent is valid until further notice by Client.

10. **Third-Party Software, Technology Tools and Related Products and Limitations Thereon**

Wipfli may use software, technology tools, or related products ("Third-Party Products") to deliver services to Client. Where Wipfli uses Third-Party Products or is engaged to provide services related to the selection, implementation, or use of Third-Party Products, Wipfli will employ commercially reasonable efforts to research, learn, and assist Client in the selection, implementation, and use of such Third-Party Products. However, Wipfli shall not be held liable for any issues, errors, or malfunctions related to or arising from the Third-Party Products not directly caused by Wipfli's fraud or willful misconduct. Client acknowledges that Wipfli does not have control over the functionality, performance, or availability of Third-Party Products and cannot assure or make any representation that the Third-Party Products are free from defects, malware, viruses, trojan horses, and similar risks. Consequently, Wipfli disclaims any warranties or guarantees, express or implied, regarding the performance, reliability, or results obtained from the use of Third-Party Products, and Client acknowledges that the use of such Third-Party Products is subject to the terms of any end user agreement associated with each of the Third-Party Products and accepts such terms. Where Client is provided access to Third-Party Products by Wipfli, Client will: 1) use and access such Third-Party Products only for the purpose for which they were provided access; 2) not tamper with, modify, or alter such Third-Party Products; and 3) comply with all reasonable instructions from Wipfli in respect of such access.

11. **Tax Services**

Tax services are subject to and will be performed in accordance with Treasury Department Circular 230, the American Institute of Certified Public Accountants (AICPA), and other professional standards applicable to tax services. Our fees for services do not include time spent responding to IRS or state or local inquiries, and Client understands that We are not responsible for IRS or state or local disallowance of doubtful deductions or deductions unsupported by adequate documentation, nor for resulting taxes, penalties, and interest. You acknowledge that Our tax services do not include, and we shall not be responsible for providing any procedures designed to discover significant errors, fraud, defalcations or other irregularities should any exist in respect of Client's financial statements or financial position. Client's tax returns may be selected for review by the taxing authorities. Any proposed adjustments by an examining agent are subject to certain rights of appeal. In the event of such tax examination, We will be available upon request to represent Client and will charge additional fees for the time and expenses incurred. Any such services will constitute a separate and distinct engagement.

If Client is an individual with respect to whom IRC 7216 and the related regulations ("7216") are applicable, Wipfli will not utilize foreign persons or resources to provide tax services without first obtaining appropriate consent

from Client, and any provision of these Terms and Conditions which would contravene the requirements of 7216 shall be inapplicable.

12. Allocation of Risk and Limitation of Liability

In no event will Wipfli or Client be liable to the other for claims of punitive, exemplary, consequential, special, incidental, or indirect damages, whether or not a party was advised of the possibility of such damages, regardless of whether they were foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise. Wipfli's liability for all claims, damages, and costs of Client arising from Wipfli's services performed under an engagement letter, Change Order, or otherwise shall be limited to the amount of fees paid by Client to Wipfli for the specific services which give rise to the claim for damages or, in the case of services provided in respect of an engagement which spans a period of more than twelve (12) months, the fees paid by Client to Wipfli in the twelve (12) months preceding the event giving rise to the claim. The limitation of liability in the preceding sentence shall not apply in the event of Wipfli's fraud or willful misconduct or where disallowed by applicable law, regulation, or professional standards applicable to the services performed under these Terms and Conditions. Because Wipfli will rely on Client and its management for the accuracy of the representations made to Wipfli to perform services, and except where indemnity is disallowed by applicable law, regulation, or professional standards applicable to the services performed under these Terms and Conditions, Client holds harmless and releases Wipfli and its owners and employees from all claims, liabilities, losses, and costs of any kind arising which arise from: (i) a knowing misrepresentation, withholding, or concealment of information by Client or its management; or (ii) a wrongful act by Client or a member of Client's management or ownership group.

13. Dispute Resolution; Choice of Law and Statute of Limitations

If any dispute arises regarding the subject matter hereof or services provided by Wipfli to Client, and such dispute cannot be resolved through informal negotiations and discussions, prior to resorting to litigation, the parties will try in good faith to settle the dispute by non-binding mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes. Either party may request mediation, and costs of any mediation proceeding shall be shared equally. IN THE EVENT OF LITIGATION, WIPFLI AND CLIENT HEREBY AGREE NOT TO ELECT OR REQUEST A TRIAL BY JURY OF ANY ISSUE TRIABLE BY RIGHT OF JURY AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH RESPECT TO THE SERVICES, THESE TERMS AND CONDITIONS, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING THEREWITH.

Client acknowledges and agrees that its sole and exclusive remedy with respect to any and all claims in respect of services rendered by Wipfli Advisory LLC shall be against Wipfli Advisory LLC and no other entity or person, including without limitation Wipfli LLP. In furtherance of the foregoing, Client hereby waives, to the fullest extent permitted under law, any and all claims and causes of action for any breach of contract, tort, or other claim against such other parties and each of their respective representatives arising under or based upon any legal theory, except in the event of common law fraud or intentional misconduct.

The parties agree that any dispute arising out of Wipfli's services or these Terms and Conditions shall be governed by the laws of the state of Illinois, without regard to conflict of laws principles. Except for an action by Us to collect payment of Our invoices, Wipfli and Client agree that no claim arising out of services rendered by Wipfli shall be filed after the earlier of the expiration of the applicable statute of limitations, or: (i) in the case of any report or deliverable issued by Wipfli under the engagement letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of any related engagement letter); or (ii) in the case of any tax form or similar governmental filing, no later than three years after the extended due date of such tax form or filing.

14. Sanctions Compliance

In connection with Wipfli's engagement to provide services, You represent, warrant and covenant as follows: (a) You are not located, ordinarily resident, or incorporated in any jurisdiction subject to comprehensive U.S. economic sanctions (currently, Cuba, Iran, North Korea, Crimea and Russia-occupied regions of Ukraine); (b) You are not and are not owned or controlled by or acting on behalf of or for the benefit of a person or entity subject to sanctions by the US, UK or EU, including any person designated on any sanctions lists; (c) You are not otherwise a person to whom a United States-based business is prohibited or restricted from providing services under applicable laws including sanctions and trade control laws; (d) You are not and are not owned or controlled by or acting on behalf of or for the benefit of a person or entity currently debarred, suspended, proposed for debarment, or otherwise excluded from participation in any federal, state, or local process, and (e) You will not violate or cause Wipfli to violate any applicable laws, whether criminal or otherwise, including anti-corruption, anti-money laundering laws, economic sanctions and trade control laws, in connection with the services provided by Wipfli. You further agree to promptly notify Wipfli in writing if You or any

individual acting for You becomes subject to any such debarment or exclusion during the term of this engagement. Wipfli reserves the right to terminate this engagement immediately upon learning of any such debarment or exclusion.

15. Alternative Practice Structure and Impact on Independence

Wipfli Advisory LLC (and its respective subsidiary entities) operates in an alternative practice structure with Wipfli LLP in accordance with the AICPA Code of Professional Conduct and applicable law, regulations, and professional standards. Wipfli LLP is a licensed independent CPA firm that provides attest services to its clients, and Wipfli Advisory LLC provides tax and business consulting services to its clients. Wipfli Advisory LLC and its subsidiary entities are not licensed CPA firms.

To the extent Client has separately engaged Wipfli LLP to perform services, Wipfli Advisory LLC cannot perform services that would impair Wipfli LLP's independence. The services described in the engagement letter do not impair Wipfli LLP's independence.

"Wipfli" is the brand name under which Wipfli Advisory LLC and its respective subsidiary entities and Wipfli LLP provide professional services. In these Terms and Conditions, "Wipfli" means Wipfli Advisory LLC unless the context clearly indicates otherwise.

16. Certain Sales (and Similar) Tax Responsibilities

To the extent applicable, Client shall pay and be solely and exclusively liable for all sales, use, ad valorem, excise, or other taxes or governmental charges imposed on the installation, implementation, licensure, or sale of goods or services by Wipfli or third parties to Client.

17. Severability

The provisions of these Terms and Conditions shall be severable, so that the invalidity or unenforceability of any provision will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of these Terms and Conditions to either party.

18. Independent Contractor Status and Non-Exclusivity

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties. No right of exclusivity is granted, guaranteed, or implied by Wipfli by entry into an engagement letter or the performance of services. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

19. Insurance

Wipfli will carry and maintain in force at all times during the term of its engagement with Client appropriate insurance coverages, including policies covering professional liability errors and omissions, cyber liability, general liability, automotive liability, and worker's compensation.

20. Notices

All notices required to be given to either party hereunder shall be in writing and sent by email or traceable carrier to each party's address (including an email address) indicated on any engagement letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice shall be provided to wipfli-legal@wipfli.com.

21. Counterparts and Electronic Signatures

Any document contemplated hereby may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which, when taken together, will be deemed to constitute one and the same document. Each party hereto agrees that any electronic signature of a party to any document contemplated hereby is intended to authenticate such writing and shall be as valid and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing"; (ii) to have been signed; and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature.

22. Assignment

These Terms and Conditions and related engagement letters and agreements shall be binding on the parties hereto and their respective successors and assigns. Neither party may make assignment thereof without the prior written consent of the other party, except that Wipfli may assign its rights and obligations hereunder without approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary, affiliate, or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations hereunder or under any applicable engagement letter.

23. **Force Majeure**

Either party may suspend (or, if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) hereunder or under any engagement letter or Change Order if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, events generally understood to be "Acts of God."

24. **Certain Disclosures**

Wipfli's services do not constitute legal or investment advice. We are not in a fiduciary relationship with You. Wipfli does not provide investment advisory services. Certain Wipfli employees also dually serve as Creative Planning LLC ("Creative") investment adviser representatives ("IARs"). If Client requires investment advisory services, Wipfli will introduce Client to a Wipfli employee who dually serves as an IAR. If Client subsequently engages Creative, Creative will, in most cases, share a portion of its ongoing investment advisory fee with the IAR. The IAR is required to remit such amounts to Wipfli as the IAR's employer. Wipfli's receipt of a portion of the Creative advisory fee will not result in Client's payment of a higher Creative investment advisory fee than if Client had engaged Creative independent of Wipfli and the IAR. The IAR will provide Client with written disclosure of the relationship and economic arrangement by and among Wipfli, the IAR, and Creative. All investment advisory services are provided exclusively by Creative per the terms and conditions of a separate written agreement between Client and Creative. The Wipfli Entities do not provide investment advisory services, but Wipfli's receipt of compensation as described does present the potential of a conflict of interest. The IAR's role is limited to the introduction of Creative. Creative's written disclosure brochure and Form CRS discussing its advisory services and fees is available at www.creativeplanning.com. **No Client is under any obligation to engage Creative or to continue engaging with Creative after having decided to engage Creative.**

December 19, 2025

ISD No. 709 - Duluth
Simone Zunich
709 Portia Johnson Drive
Duluth, MN 55811

For the Year Ended: June 30, 2026

Dear Simone:

Wipfli Advisory LLC ("Wipfli," "Wipfli Advisory" "we", "our") appreciates the opportunity to provide services to ISD No. 709 - Duluth ("Client", "you", "your"). This letter ("Engagement Letter"), together with the attached Wipfli Advisory LLC Professional Services Terms and Conditions ("Terms and Conditions") describe the nature and scope of the services we will provide and confirms our mutual understanding of the terms of our engagement.

Tax Services

We will prepare the following federal, state, and local tax returns, and charitable registration statements with supporting schedules (the "Returns"):

- Form 990-T, Exempt Organization Business Income Tax Return (and proxy tax) under Section 6033(3)

From time to time, you may request that we provide services outside the scope of these tax return preparation services ("Additional Services"). We will provide such Additional Services subject to the terms and conditions of this Engagement Letter. However, nothing in this Engagement Letter related to Additional Services is intended to require us to provide these Additional Services or is intended to create a duty, either express or implied, to provide such Additional Services or otherwise to bring to your attention tax matters or advice that we were not specifically requested to provide or address.

Our work in connection with preparation of your Returns does not include any procedures designed to discover defalcations or other irregularities, should any exist. Our work in connection with preparation of your Returns also does not include any procedures beyond questions posed in the Client Assistance Memo ("CAM") designed to discover whether any excess benefit transactions, self-dealing transactions, prohibited investments, taxable expenditures, or § 501(r) non-compliance events have occurred.

You authorize Wipfli to directly access your accounting system(s) when requested by you or as deemed necessary by Wipfli to render services under this Engagement Letter. You agree to provide Wipfli a unique username and password to facilitate such access. You further agree to manage such access and understand that you are responsible for providing that access in a sound and secure manner that does not compromise your network or systems, and that you are responsible for terminating such access and may do so at any time, provided that you understand that terminating such access may make it impossible to perform our obligations hereunder and relieve us of our obligation to do so.

We will use our judgment in resolving questions where the tax law is unclear or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

We do not perform a review or audit of the information that is provided to us as it relates to your Form 990. It is your organization's responsibility to comply with all Internal Revenue Code ("IRC") requirements including IRC §501 requirements and rules surrounding tax-exempt bonds, excess benefit transactions, self-dealing, prohibited investments, or taxable expenditures, §501(r) hospital requirements, and unrelated business income tax classification, as well as other areas that are represented on Form 990. Since these areas can have substantial noncompliance penalties (including revocation of tax-exempt status), you should carefully review the final return to confirm that it accurately represents your organization.

Management is responsible for making all management decisions, performing all management functions, and designating an individual with suitable skill, knowledge, and/or experience (preferably within senior management) to oversee these services. Management is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results.

Management is also responsible for establishing and maintaining internal controls, including monitoring ongoing activities. In addition, management has the final responsibility for the Form 990 and information returns. Therefore, management should review Form 990 and the information returns carefully before signing and filing them. If an extension of time is required to file any of your returns, any unrelated business income or excise tax that may be due with these returns must be paid with the extensions. Any amounts not paid by the filing deadline are subject to interest and late payment penalties when those amounts are actually paid. Furthermore, failure to file returns or filing returns late may subject you to filing penalties and interest.

There are a variety of filing requirements and laws which are triggered if you have a financial interest or signature authority over foreign bank accounts, securities, business interests and/or other properties or assets or engage in certain foreign transactions. These rules also apply if you have direct or indirect control over foreign businesses or entities or the assets they hold, and they can apply to inbound or outbound transactions or property transfers and/or the receipt of gifts or inheritances. The failure to properly report and disclose that information as required by law can subject you to significant penalties, both financial and criminal. Because these rules are exceedingly complex, it is your obligation to disclose to us in writing any matters related to your finances or personal situation which may reasonably implicate foreign reporting rules so that we can consider their impact on your filing obligations. You agree to indemnify and hold us harmless against any consequences resulting from your failure to make such disclosures, including taxes and penalties which may be imposed on you as a result of such failure. In the event we are required to make filings to address these matters, our fees may be adjusted for the additional services we provide.

The law also provides various penalties that may be imposed when taxpayers understate their tax liability and engage in certain related-party excess benefit transactions, self-dealing, prohibited investments, or taxable expenditures prohibited under the IRC. If you would like information on the amount or circumstances of these penalties, please contact us.

The IRC and regulations impose preparation and disclosure standards with noncompliance penalties on both the preparer of a return and the organization. To avoid exposure to these penalties, it may be necessary in some

cases to make certain disclosures to you and/or in the return concerning positions taken on the return that do not meet these standards. Accordingly, we will advise you if we identify such a situation, and we will discuss those annual information/tax positions that may increase the risk of exposure to penalties and any recommended disclosures with you before completing the preparation of the return. If we conclude that we are obligated to disclose a position and you refuse to permit the disclosure, we reserve the right to withdraw from the annual information/tax services portion of this engagement.

The Internal Revenue Service ("IRS") permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the return's due date. Your consent to such a discussion is evidenced by checking a box on the return. Unless instructed otherwise, we will check that box authorizing the IRS to discuss your return with us.

Timely delivery by you to us of the information necessary for filing your tax return is critical to allow us to provide professional and timely service. To ensure we have an opportunity to prepare your tax return correctly and allow you to file timely, we must receive all information requested in our initial document request at least **5 weeks** prior to the original due date of the tax return, or the agreed upon date if that is earlier. We also must receive any subsequent requested information in the timeframe set forth in that request. **If these conditions are not met, it may result in the need to file an extension of the tax return due date for either or both of your federal and state tax returns. In that case, we reserve the right to file your tax return after the initial due date and prior to the extended deadline.**

If it is necessary to file for an extension of the due date for your tax returns, to ensure that your returns will be completed timely we must receive all information in our initial document request at least **21 days** prior to the extended due date of the tax return, or the agreed upon date if that is earlier. We also must receive any subsequent requested information in the timeframe set forth in that request. **If we have not received all of your information in accordance with these conditions, we cannot guarantee that your returns will be completed before the applicable deadline.** If your information is received less than **21 days** before the extended due date and we complete and deliver your return to allow you to file on or before the deadline, we reserve the right to bill an additional service fee.

Fees

Our fees for these services are generally based on the amount of time required to complete the engagement at our standard billing rates. However, we will also consider the complexity and the value of the work performed, the experience level of the staff required to bring the appropriate level of expertise to the project, and the circumstances under which the work is performed, and as a result, actual charges may be greater or lesser than our standard rates. In no event will we charge a fee that we do not consider reasonable under the circumstances. We will also charge our actual direct travel expenses (if any) plus a technology and administration fee equal to six percent (6%) of our professional fees. Our fees and expenses may be billed as work progresses, and progress billings may be submitted. We expect payment of our billings within 30 days after submission.

Approval to Proceed

All work related to this engagement to be performed by Wipfli under this Engagement Letter shall be subject to the Wipfli Advisory LLC Professional Services Terms and Conditions, attached hereto. If you agree with the terms of this Engagement Letter, please electronically sign and submit where indicated.

We appreciate this opportunity to work with you.

Sincerely,

Wipfli Advisory LLC

Wipfli Advisory LLC

ACCEPTED: ISD No. 709 - Duluth

By: *Simone Zinich*
Date: *December 22, 2025*

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Revision Date (10/1/2025)

1. Terms and Conditions and Related Engagement Documents

These Wipfli Advisory LLC Professional Services Terms and Conditions ("Terms and Conditions") apply to and govern Wipfli Advisory LLC's provision of services to You. For the purposes of these Terms and Conditions, any reference to "Wipfli," "We," "Us," "Our," or similar is a reference to Wipfli Advisory LLC, and includes any subsidiaries or subcontractors of Wipfli Advisory LLC, and any reference to "Client," "You," or similar is a reference to the party or parties that have engaged Us to provide services, and the parties ultimately responsible for Our fees and expenses.

These Terms and Conditions may be appended to or incorporated into an engagement letter outlining the delivery of specific services by Us to You, and in that case such engagement letter and any appendices thereto and these Terms and Conditions form the entire agreement between You and Wipfli with respect to the services described therein, and supersede and merge all prior or contemporaneous agreements and understandings (oral or written) between or among the parties regarding the subject matter thereof, including prior proposals of Wipfli regarding the engagement or services, understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued by Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the engagement letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of these Terms and Conditions, any engagement letter, its appendices, any other exhibit, attachment, schedule, or other document referenced in or by the engagement letter, shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the engagement letter shall be given controlling effect. Notwithstanding the foregoing, where Wipfli provides services, support, and advice not covered by an engagement letter, these Terms and Conditions shall apply, including with respect to any such services, support, or advice performed or provided prior to the execution of an engagement letter related to those services.

2. Change Orders

Unless an engagement letter specifies otherwise, services that fall outside the agreed-upon scope of Wipfli's engagement under any engagement letter shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli's invoice for such services. A "Change Order" means a mutually agreed-upon change in the scope of work or services, schedule, or the time for Wipfli's performance of the work or services under an engagement letter, or a change in the fees or the basis of the fees to be paid to Wipfli by Client, which is reduced to a writing that is executed or otherwise acknowledged by an authorized representative of each for Wipfli and Client. Services performed under a Change Order shall be subject to these Terms and Conditions.

3. Commencement and Term

Our engagement will commence when acceptance of these Terms and Conditions and any related engagement letter is delivered to Wipfli through execution thereof by a duly authorized representative of Client and shall continue until the services contemplated under the engagement letter are Complete (as reasonably determined by Wipfli), unless earlier terminated by either party as provided herein. Each person executing an engagement letter or Change Order on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing the same. For the purposes of this paragraph, "Complete" means the delivery by Wipfli of the report or other deliverables contemplated by the engagement letter, or where no deliverables are contemplated, three (3) months after the last date of services rendered by Wipfli with respect to the services at issue. Notwithstanding the foregoing, services, support, and advice provided by Wipfli in respect of an engagement after the termination of such engagement shall be governed by these Terms and Conditions.

4. Termination of Services

Wipfli's services may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements and such default is not cured within thirty (30) days after notice from the other party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days' written notice. Wipfli has the right to terminate services with immediate effect if We determine applicable professional standards require Us to do so, if Client does not in a timely manner provide Us with information reasonably requested by Us to perform the contemplated services, refuses to cooperate with Our reasonable requests for assistance in connection with the delivery of Our services, or misrepresents any material facts. Our withdrawal will release Us from any obligation to complete the services and will

constitute termination of Our engagement. Termination of Our engagement shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination and Client agrees to compensate Us for Our time and out-of-pocket expenses through the effective date of termination.

5. Fee Estimates and Expenses

An engagement letter may set forth specific fee amounts, hourly rates, or certain ranges for Wipfli's fees in respect of the services contemplated by the engagement letter. Where Wipfli provides an estimate of fees, Client acknowledges that Wipfli provides fee estimates as an accommodation to Client. These estimates depend on various assumptions, including without limitation: (a) anticipated cooperation from Client personnel; (b) timely responses to Our inquiries; (c) timely completion and delivery of Client assistance requests; (d) timely communication of all significant accounting and financial reporting matters; (e) the assumption that unexpected circumstances will not be encountered during the engagement; and (f) where applicable, the assumption that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in an engagement letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

Unless otherwise agreed in an engagement letter, a technology and administration fee of six percent (6%) of professional fees will be added to all invoices, along with any direct travel expenses incurred. The technology and administration fee is in lieu of other direct expenses and charges which might otherwise apply. Notwithstanding the foregoing, the cost of software and software licenses or subscriptions and similar miscellaneous tools provided or acquired specifically for Client or for Client's use in connection with the performance of services may be invoiced separately.

6. Payment of Fees and Expenses

All invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on the balance due to Wipfli that is outstanding over thirty (30) days. At Our discretion, services may be suspended if Client's account becomes overdue and services will not be resumed until Client's account is paid in full. Client acknowledges and agrees that We are not required to continue services in the event of a failure to pay on a timely basis for services rendered. Client further acknowledges and agrees that in the event Wipfli suspends or terminates services as a result of Client's failure to pay as agreed on a timely basis for services rendered, Wipfli shall not be liable to Client for any damages that occur, whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages, and Client agrees to indemnify and hold Wipfli harmless against any such damages or claims.

7. Engagement Staffing

Wipfli expressly reserves the right to replace, in Our reasonable discretion, any of Our team members as necessary to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist Us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including Our wholly owned subsidiary based in India and contractors in the Philippines).

We remain responsible to Client for the supervision of all independent contractors, service providers, entities, and personnel who assist Us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes Us to disclose Client information to the foregoing parties for the purpose of providing services to Client. Applicable rules in some states require that We advise You that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services.

8. Confidentiality, Information Security and Electronic Information Storage

The performance of services by Wipfli may result in the parties having access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the receiving party or its affiliates, free of any obligation to keep it confidential; (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates; (iii) is received by the receiving party from a third party without any restriction on confidentiality; (iv) is independently developed by the receiving party or its affiliates without the use of the disclosing party's Confidential Information; (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or (vi) is approved for release by prior written authorization of the disclosing party.

Except as permitted hereunder and necessary for the performance of services hereunder, without the advance written consent of the other party or as required by law, regulation, legal process, or to comply with professional standards applicable to a party, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding the Confidential Information of the other as it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this agreement. The parties further agree that expiration or termination of this agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

Wipfli will ensure that it maintains appropriate policies, procedures and safeguards to protect the confidentiality of Client Confidential Information. In addition We will ensure that Our agreements with all third-party service providers contain appropriate provisions to protect Client Confidential Information. We may use electronic media to transmit Client Confidential Information, and such use in itself will not constitute a breach of any security or confidentiality obligation. Client acknowledges that Wipfli has no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted, notwithstanding all reasonable security measures employed by Us. You consent to Our use of electronic devices and applications in the delivery of Our services.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data"). Any Personal Data provided to Us by Client to receive Our services will be kept confidential and not disclosed to any third party not described above (parties providing Us assistance in rendering professional services) unless necessary to deliver services, expressly permitted by Client, or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their Personal Data which will be obtained, used, and disclosed by Wipfli to render services, and Wipfli may rely on the representation that Client has obtained such consents. Notwithstanding anything to the contrary, Client acknowledges that Wipfli may collect, use, and disclose certain administrative Personal Data (such as contact information and Internet activity) to administer the contract between the parties and in accordance with Wipfli's Privacy Statement (as applicable) available at www.wipfli.com/privacy-statement.

9. **Intellectual Property Rights, Client Records, Wipfli Workpapers; Use of Deliverables and Drafts**

Wipfli acknowledges that all Client materials, data, or other information provided to Wipfli to permit Wipfli to perform services ("Client IP") belongs to and shall remain the property of Client. Client acknowledges that proprietary information, documents, materials, management techniques, and other intellectual property (collectively "Wipfli IP") are a material asset to Wipfli and source of services We perform for Client and others and were developed prior to performing services for Client. Client acknowledges that Wipfli Advisory LLC and/or Wipfli LLP or their affiliates (together "Wipfli Entities") owns all right, title and interest in Wipfli IP including enhancements thereto produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client IP, all of which shall remain the property of Client. Upon completion of the services and full payment by Client of all related invoices, the Wipfli Entities grant to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client (including embedded Wipfli IP), provided that any use or modification of such deliverable, other than for the purposes stated in the related engagement letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli Entities' trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli Entities' goods, products, services, marketing material, or advertising media and shall not in any way alter any of Wipfli Entities' products. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process, and other information shall be solely and exclusively the property of the originating party.

Client's original documents, data, books, and records are the property of Client, and it is Client's responsibility to maintain all such materials. Wipfli has no responsibility to do so unless specifically undertaken by Wipfli in an engagement letter. Workpapers, documentation, and files created by Us in the course of providing services are the property of Wipfli. We will retain workpapers, documentation, and files pursuant to Our record retention policy. In the event We are required to respond to a subpoena, court order, government regulatory inquiry, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of workpapers, documents, files and/or testimony relative to information We obtained and/or prepared during the course of rendering services, We will, to the extent permitted by law and applicable professional standards, notify You of the matter, but You agree We have no obligation to You in the event We determine We are obligated to provide documents or other information. You agree to compensate Us for all time We expend in connection with such response, at Our regular rates, and to reimburse Us for all related out-of-pocket costs, including reasonable attorney's fees, that We may incur. Any services under this paragraph will be deemed a separate engagement subject to these Terms and Conditions.

Client agrees that Wipfli may use Client's name and logo in experience citations and in proposals, work product and deliverables provided or directed to Client pursuant to the engagement letter or otherwise. Notwithstanding any other provision of the engagement letter or these Terms and Conditions, and except as prohibited by law, Wipfli may use the information received under the engagement letter, including tax return information, in an aggregated and anonymized manner, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to You or current or prospective clients to provide them services or offerings. In no event will We use or disclose the information in a way that would permit Client to be identified by third parties without Client's express consent. With respect to tax return information, Client may request in writing a more limited use and disclosure than the foregoing. The foregoing consent is valid until further notice by Client.

10. **Third-Party Software, Technology Tools and Related Products and Limitations Thereon**

Wipfli may use software, technology tools, or related products ("Third-Party Products") to deliver services to Client. Where Wipfli uses Third-Party Products or is engaged to provide services related to the selection, implementation, or use of Third-Party Products, Wipfli will employ commercially reasonable efforts to research, learn, and assist Client in the selection, implementation, and use of such Third-Party Products. However, Wipfli shall not be held liable for any issues, errors, or malfunctions related to or arising from the Third-Party Products not directly caused by Wipfli's fraud or willful misconduct. Client acknowledges that Wipfli does not have control over the functionality, performance, or availability of Third-Party Products and cannot assure or make any representation that the Third-Party Products are free from defects, malware, viruses, trojan horses, and similar risks. Consequently, Wipfli disclaims any warranties or guarantees, express or implied, regarding the performance, reliability, or results obtained from the use of Third-Party Products, and Client acknowledges that the use of such Third-Party Products is subject to the terms of any end user agreement associated with each of the Third-Party Products and accepts such terms. Where Client is provided access to Third-Party Products by Wipfli, Client will: 1) use and access such Third-Party Products only for the purpose for which they were provided access; 2) not tamper with, modify, or alter such Third-Party Products; and 3) comply with all reasonable instructions from Wipfli in respect of such access.

11. **Tax Services**

Tax services are subject to and will be performed in accordance with Treasury Department Circular 230, the American Institute of Certified Public Accountants (AICPA), and other professional standards applicable to tax services. Our fees for services do not include time spent responding to IRS or state or local inquiries, and Client understands that We are not responsible for IRS or state or local disallowance of doubtful deductions or deductions unsupported by adequate documentation, nor for resulting taxes, penalties, and interest. You acknowledge that Our tax services do not include, and we shall not be responsible for providing any procedures designed to discover significant errors, fraud, defalcations or other irregularities should any exist in respect of Client's financial statements or financial position. Client's tax returns may be selected for review by the taxing authorities. Any proposed adjustments by an examining agent are subject to certain rights of appeal. In the event of such tax examination, We will be available upon request to represent Client and will charge additional fees for the time and expenses incurred. Any such services will constitute a separate and distinct engagement.

If Client is an individual with respect to whom IRC 7216 and the related regulations ("7216") are applicable, Wipfli will not utilize foreign persons or resources to provide tax services without first obtaining appropriate consent

from Client, and any provision of these Terms and Conditions which would contravene the requirements of 7216 shall be inapplicable.

12. Allocation of Risk and Limitation of Liability

In no event will Wipfli or Client be liable to the other for claims of punitive, exemplary, consequential, special, incidental, or indirect damages, whether or not a party was advised of the possibility of such damages, regardless of whether they were foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise. Wipfli's liability for all claims, damages, and costs of Client arising from Wipfli's services performed under an engagement letter, Change Order, or otherwise shall be limited to the amount of fees paid by Client to Wipfli for the specific services which give rise to the claim for damages or, in the case of services provided in respect of an engagement which spans a period of more than twelve (12) months, the fees paid by Client to Wipfli in the twelve (12) months preceding the event giving rise to the claim. The limitation of liability in the preceding sentence shall not apply in the event of Wipfli's fraud or willful misconduct or where disallowed by applicable law, regulation, or professional standards applicable to the services performed under these Terms and Conditions. Because Wipfli will rely on Client and its management for the accuracy of the representations made to Wipfli to perform services, and except where indemnity is disallowed by applicable law, regulation, or professional standards applicable to the services performed under these Terms and Conditions, Client holds harmless and releases Wipfli and its owners and employees from all claims, liabilities, losses, and costs of any kind arising which arise from: (i) a knowing misrepresentation, withholding, or concealment of information by Client or its management; or (ii) a wrongful act by Client or a member of Client's management or ownership group.

13. Dispute Resolution; Choice of Law and Statute of Limitations

If any dispute arises regarding the subject matter hereof or services provided by Wipfli to Client, and such dispute cannot be resolved through informal negotiations and discussions, prior to resorting to litigation, the parties will try in good faith to settle the dispute by non-binding mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes. Either party may request mediation, and costs of any mediation proceeding shall be shared equally. IN THE EVENT OF LITIGATION, WIPFLI AND CLIENT HEREBY AGREE NOT TO ELECT OR REQUEST A TRIAL BY JURY OF ANY ISSUE TRIABLE BY RIGHT OF JURY AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH RESPECT TO THE SERVICES, THESE TERMS AND CONDITIONS, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING THEREWITH.

Client acknowledges and agrees that its sole and exclusive remedy with respect to any and all claims in respect of services rendered by Wipfli Advisory LLC shall be against Wipfli Advisory LLC and no other entity or person, including without limitation Wipfli LLP. In furtherance of the foregoing, Client hereby waives, to the fullest extent permitted under law, any and all claims and causes of action for any breach of contract, tort, or other claim against such other parties and each of their respective representatives arising under or based upon any legal theory, except in the event of common law fraud or intentional misconduct.

The parties agree that any dispute arising out of Wipfli's services or these Terms and Conditions shall be governed by the laws of the state of Illinois, without regard to conflict of laws principles. Except for an action by Us to collect payment of Our invoices, Wipfli and Client agree that no claim arising out of services rendered by Wipfli shall be filed after the earlier of the expiration of the applicable statute of limitations, or: (i) in the case of any report or deliverable issued by Wipfli under the engagement letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of any related engagement letter); or (ii) in the case of any tax form or similar governmental filing, no later than three years after the extended due date of such tax form or filing.

14. Sanctions Compliance

In connection with Wipfli's engagement to provide services, You represent, warrant and covenant as follows: (a) You are not located, ordinarily resident, or incorporated in any jurisdiction subject to comprehensive U.S. economic sanctions (currently, Cuba, Iran, North Korea, Crimea and Russia-occupied regions of Ukraine); (b) You are not and are not owned or controlled by or acting on behalf of or for the benefit of a person or entity subject to sanctions by the US, UK or EU, including any person designated on any sanctions lists; (c) You are not otherwise a person to whom a United States-based business is prohibited or restricted from providing services under applicable laws including sanctions and trade control laws; (d) You are not and are not owned or controlled by or acting on behalf of or for the benefit of a person or entity currently debarred, suspended, proposed for debarment, or otherwise excluded from participation in any federal, state, or local process, and (e) You will not violate or cause Wipfli to violate any applicable laws, whether criminal or otherwise, including anti-corruption, anti-money laundering laws, economic sanctions and trade control laws, in connection with the services

provided by Wipfli. You further agree to promptly notify Wipfli in writing if You or any individual acting for You becomes subject to any such debarment or exclusion during the term of this engagement. Wipfli reserves the right to terminate this engagement immediately upon learning of any such debarment or exclusion.

15. Alternative Practice Structure and Impact on Independence

Wipfli Advisory LLC (and its respective subsidiary entities) operates in an alternative practice structure with Wipfli LLP in accordance with the AICPA Code of Professional Conduct and applicable law, regulations, and professional standards. Wipfli LLP is a licensed independent CPA firm that provides attest services to its clients, and Wipfli Advisory LLC provides tax and business consulting services to its clients. Wipfli Advisory LLC and its subsidiary entities are not licensed CPA firms.

To the extent Client has separately engaged Wipfli LLP to perform services, Wipfli Advisory LLC cannot perform services that would impair Wipfli LLP's independence. The services described in the engagement letter do not impair Wipfli LLP's independence.

"Wipfli" is the brand name under which Wipfli Advisory LLC and its respective subsidiary entities and Wipfli LLP provide professional services. In these Terms and Conditions, "Wipfli" means Wipfli Advisory LLC unless the context clearly indicates otherwise.

16. Certain Sales (and Similar) Tax Responsibilities

To the extent applicable, Client shall pay and be solely and exclusively liable for all sales, use, ad valorem, excise, or other taxes or governmental charges imposed on the installation, implementation, licensure, or sale of goods or services by Wipfli or third parties to Client.

17. Severability

The provisions of these Terms and Conditions shall be severable, so that the invalidity or unenforceability of any provision will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of these Terms and Conditions to either party.

18. Independent Contractor Status and Non-Exclusivity

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties. No right of exclusivity is granted, guaranteed, or implied by Wipfli by entry into an engagement letter or the performance of services. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

19. Insurance

Wipfli will carry and maintain in force at all times during the term of its engagement with Client appropriate insurance coverages, including policies covering professional liability errors and omissions, cyber liability, general liability, automotive liability, and worker's compensation.

20. Notices

All notices required to be given to either party hereunder shall be in writing and sent by email or traceable carrier to each party's address (including an email address) indicated on any engagement letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice shall be provided to wipfli-legal@wipfli.com.

21. Counterparts and Electronic Signatures

Any document contemplated hereby may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which, when taken together, will be deemed to constitute one and the same document. Each party hereto agrees that any electronic signature of a party to any document contemplated hereby is intended to authenticate such writing and shall be as valid and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing"; (ii) to have been signed; and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature.

22. Assignment

These Terms and Conditions and related engagement letters and agreements shall be binding on the parties hereto and their respective successors and assigns. Neither party may make assignment thereof without the prior written consent of the other party, except that Wipfli may assign its rights and obligations hereunder without approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary, affiliate, or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations hereunder or under any applicable engagement letter.

23. **Force Majeure**

Either party may suspend (or, if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) hereunder or under any engagement letter or Change Order if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, events generally understood to be "Acts of God."

24. **Certain Disclosures**

Wipfli's services do not constitute legal or investment advice. We are not in a fiduciary relationship with You. Wipfli does not provide investment advisory services. Certain Wipfli employees also dually serve as Creative Planning LLC ("Creative") investment adviser representatives ("IARs"). If Client requires investment advisory services, Wipfli will introduce Client to a Wipfli employee who dually serves as an IAR. If Client subsequently engages Creative, Creative will, in most cases, share a portion of its ongoing investment advisory fee with the IAR. The IAR is required to remit such amounts to Wipfli as the IAR's employer. Wipfli's receipt of a portion of the Creative advisory fee will not result in Client's payment of a higher Creative investment advisory fee than if Client had engaged Creative independent of Wipfli and the IAR. The IAR will provide Client with written disclosure of the relationship and economic arrangement by and among Wipfli, the IAR, and Creative. All investment advisory services are provided exclusively by Creative per the terms and conditions of a separate written agreement between Client and Creative. The Wipfli Entities do not provide investment advisory services, but Wipfli's receipt of compensation as described does present the potential of a conflict of interest. The IAR's role is limited to the introduction of Creative. Creative's written disclosure brochure and Form CRS discussing its advisory services and fees is available at www.creativeplanning.com. **No Client is under any obligation to engage Creative or to continue engaging with Creative after having decided to engage Creative.**



INTERIORS & FLOORING
 940 Apollo Road, Suite 110
 Eagan, MN 55121
 Ph : (651) 681-8100 Fax: (651) 681-1385

Attn: BRYAN BROWN
From: JEFF NEYSSEN
Estimator: _____
Admin: Lauralee Blahnik

Proposal

Revision #: _____
Date: 12/23/2025 **Bid Due Date:** 12/23/2025
Plan Date: _____ **Addendum :** _____

To
 ISD 709 DULUTH PUBLIC SCHOOLS
 709 PORTIA JOHNSON DRIVE
 DULUTH, MN 55811

Project
 ISD# 709 DENFELD HIGH SCHOOL
 SWIFT # 241171
 401 NORTH 44TH AVE WEST
 DULUTH, MN 55807

Phone:

Supply & Install VCT & Vinyl Base in Rooms # 1212, 1214, 2300, 2301, 2305, 2311, 2312, 2313, 3301, 3302, 3305, 3311, 3314, Hall #2210, Hall #2213 & Hall #3301 .

TOTAL (APPLICABLE TAX INCLUDED) \$ 114,520.00

THIS PROPOSAL EXPIRES ON 12/30/25

Proposal is Based on work performed during regular Business Hours (no overtime)
 Existing VCT is installed over Wood/Wood Underlayment. Wood/Wood Underlayment could possibly be damaged during Flooring Demolition, degree of damage cannot be determined at this time.
 New Wood Underlayment (Material and/or Labor) is not included in Proposal.

Inclusions –

- Proposal includes Removal & Disposal of existing VCT, Vinyl Base & related adhesives.
- Proposal includes preliminary moisture testing.
- Proposal includes one coat of Skim Coat for VCT Installation.
- Proposal includes minor Floor Prep , additional Prep if required will be Billed on a Time & Material Basis.

Exclusions –

- Proposal excludes attic stock
- Proposal excludes furniture , fixture & equipment moving'
- Proposal excludes moisture mitigation
- Proposal excludes Waxing VCT
- Proposal excludes Wood Underlayment

****CFS Interiors & Flooring will not be held responsible for any delays related to supply-chain issues or labor shortages.****

These delays are beyond our control, therefore CFS will not accept any back-charges or liquidated damages at this time. The construction industry is experiencing frequent and prolonged delays from both manufacturing and shipping companies. Please take these issues into account when placing orders or scheduling your projects. Physical samples for submittals may take in excess of 14 business days to process. Consider processing digital submittals whenever possible.

Commercial Flooring Services, LLC will furnish, deliver, and install the above material in accordance with all transmitted plans, specifications and general conditions for the listed price. The price includes all applicable freight and taxes, unless otherwise noted. Unless specifically included in this proposal: excludes all demolition, repair or take-up of existing flooring; excludes vacuuming, damp mopping, buffing, waxing or floor protection; excludes floor floating, leveling or repair; excludes sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes asbestos control/abatement; includes no attic stock of material beyond installation coverage; includes work only during regular hours and for a single phase job; excludes any furniture movement; excludes any addenda beyond the base bid; Per CRI-104-96, 6.3 site conditions: The owner or general contractor must submit to the flooring contractor a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed. Floor preparation will be billed on a time and material basis at the current rate per man-hour plus the cost of the materials. Client is subject to payment for stored materials. Commercial Flooring Services, LLC will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. Commercial Flooring Services, LLC is not responsible for any claims that might result from product delivery date changes beyond their control. If a manufacturer requires a deposit to manufacture/ship certain items, client will pay that amount. This proposal is valid for thirty (30) days. Full payment is due ten (10) days from receipt of invoice unless otherwise specified.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

1. P&I (PRODUCT & INSTALLATION)

ISD 709 DULUTH PUBLIC SCHOOLS

Signed: Jeff Neyssen

Signed: _____

JEFF NEYSSEN

Proposal Total: \$114,520.00

Proposed Installation Start Date: _____

AGREEMENT

THIS AGREEMENT, made and entered into this __2nd__ day of _December_, 2025_ , by and between Independent School District #709, a public corporation, hereinafter called District, and Katy Smith, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of __December 7, 2025__ and shall remain in effect until _December 8, 2025_ , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Presentation for Professional Development: The Community in Community Education

3. **Background Check.** (NA)

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 2,100.00 in total.

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

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

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

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

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

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

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

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

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

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

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

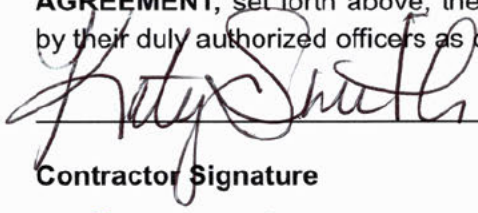
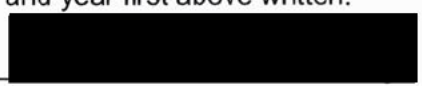
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

  12/8/25
 Contractor Signature SSN/Tax ID Number Date

 12/8/25
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

Check if the contract will be paid using Student Activity Funds

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

04	E	005	505	321	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

 12/10/25
 Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 11/20/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Jeffery Melton, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service.

This Agreement shall be deemed to be effective 12/3/2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

Jeffery Melton will participate in 3 presentations of American Indian Culture on 12/08/2025 at East High School.

3. Background Check. (applies to contractors working independent with students)

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

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

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

4. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations a sum of \$600.

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

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

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

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

6. Propriety of Expenses.

The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to the Contractor. This clause shall

not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials.

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

8. Independent Contractor.

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

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

9. Indemnity and defense of the District.

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

10. Notices.

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Jeffrey Melton at 704 6264 E. County Road A, Solon Springs, WI 54873.

11. Assignment.

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

12. Modification or Amendment.

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

13. Governing Laws.

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

14. Entire Agreement.

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

15. Cancellation.

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

16. Data Practices.

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

17. Insurance. (If applicable)

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. Conflict of Interest and Fiduciary Duty.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

  12/3/25
Contractor Signature SSN/Tax ID Number Date

 12/8/25
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	204	414	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

 12/4/25
CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of December, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Martha Jorgensen, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 6th and shall remain in effect until March 17th 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Co-Group leader and Advisor for Diamond and Pearls Afterschool Mentoring Program. This group will focus on competencies in following areas for young women, Cultural Diversity, Self awareness skills, Volunteerism, building life skills, peer support. Brooke will meet with every Tuesday after school using pathways 2 success curriculum.*

3. **Background Check.** *(applies to contractors working independent with students*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$ 550 in total.

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

Martha Jorgensen: 1815 South St 55812

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Masato Uyezu [Redacted] 12/5/2025

Contractor Signature SSN/Tax ID Number Date
Masato Uyezu 12/19/25

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

Check if the contract will be paid using Student Activity Funds

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

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

Ermine Zunic 1/5/26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of December, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Kim Robinson, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 6th and shall remain in effect until March 17th 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Co-Group leader and Advisor for Diamond and Pearls Afterschool Mentoring Program. This group will focus on competencies in following areas for young women, Cultural Diversity, Self awareness skills, Volunteerism, building life skills, peer support. Brooke will meet with every Tuesday after school using pathways 2 success curriculum.*

3. **Background Check.** *(applies to contractors working independent with students*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$ 550 in total.

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

Kim Robinson: 715 North 65th Avenue West Duluth, MN. 55807

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Kim Robinson [Redacted]

Contractor Signature Kim Roberson SSN/Tax ID Number _____ Date 12/5/25

Program Director Maryell Date 12/19/25

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

This contract is funded by either:

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

Please check the appropriate line below:

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

Check if the contract will be paid using Student Activity Funds

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

?

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

Ernie Zunic 1/5/26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of November 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Hope Hrabik, an independent contractor, hereinafter called Contractor.

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

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

1. Dates of Service. This Agreement shall be deemed to be effective as of November 25th, 2025_ and shall remain in effect until June 30, 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance. (insert or attach a list of programs/services to be performed by contractor)

Provide culturally specific dancing services.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 50.00 dollars (Fifty dollars) hourly / for each performance and \$150 (One Hundred and Fifty dollars) in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) **Hope Hrabik, 4420 Dodge St., Duluth MN, 55804.**

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[Signature] _____ [Redacted] 11/25/25
Contractor Signature SSN/Tax ID Number Date

[Signature] _____ 1/7/25
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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

[Signature] _____ 1/7/26
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

01 E 005 605 313 305 311

01 E 005 605 320 305 340

01 E 225 050 000 401 000

AGREEMENT

THIS AGREEMENT, made and entered into this **25th day of November 2025**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Jaylee Engstrom**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **November 25th, 2025_ and shall remain in effect until June 30, 2026**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

Provide culturally specific dancing services.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed_ **\$ 50.00 dollars (Fifty dollars) hourly / for each performance and** \$150 (One Hundred and Fifty Dollars) **in total.**

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
Jaylee Engstrom, 1422 E. Superior St., Duluth MN, 55805.

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

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

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

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

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

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

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

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

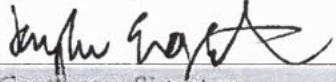

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


[REDACTED]
11/25/25
 Contractor Signature SSN/Tax ID Number Date

1/7/25
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 1/7/26
 Date

01 E 005 605 313 305 311

01 E 005 605 320 305 340

01 E 225 050 000 401 000

AGREEMENT

THIS AGREEMENT, made and entered into this December 2nd of 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Patricia Funk, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: Facilitation of PREPaRE Workshop 2: Mental Health Crisis Intervention: Responding to an Acute Traumatic Stressor in Schools on December 8th and 9th, 2025.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 8th 2025, and shall remain in effect until December 9th, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Facilitation of PREPaRE Workshop 2: Mental Health Crisis Intervention: Responding to an Acute Traumatic Stressor in Schools on December 8th and 9th, 2025. This training is intended to increase our district's capacity to respond to crisis situations.

3. **Background Check. (Does not apply)**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 500.00 in total.

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) =

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

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

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

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

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

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

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

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


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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

 _____ 12/6/25
Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

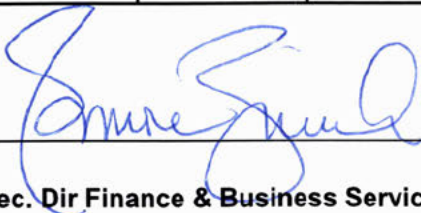
Please check the appropriate line below:

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

Check if the contract will be paid using Student Activity Funds

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

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 _____ 12/12/25
Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

 12/5/25

AGREEMENT

THIS AGREEMENT, made and entered into this December 2nd of 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Allison Hedlund, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: Facilitation of PREPaRE Workshop 2: Mental Health Crisis Intervention: Responding to an Acute Traumatic Stressor in Schools on December 8th and 9th, 2025.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 8th 2025, and shall remain in effect until December 9th, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Facilitation of PREPaRE Workshop 2: Mental Health Crisis Intervention: Responding to an Acute Traumatic Stressor in Schools on December 8th and 9th, 2025. This training is intended to increase our district's capacity to respond to crisis situations.

3. **Background Check. (Does not apply)**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 500.00 in total.

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) =

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Allison Hedley [REDACTED] 12/2/25
Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

Check if the contract will be paid using Student Activity Funds

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

01	E	005	740	499	303	000
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Ermine Zwick 12/12/25
Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

Anthony Butler 12/5/25

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 1st day of December, 2025

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Robert Giuliani

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Robert Giuliani (the “Parties”) entered into the contract (the “Contract”) dated September 10, 2025, for the purpose of CTE culinary instructor a Denfeld High School.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the “Agreement”).
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$3,000.00.
 - b. This amendment would increase the not to exceed amount to \$7,000.00.
 - c. This amendment will also increase the contract effective date to 12/31/25.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the

singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

- 4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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

Robert Giuliani [REDACTED] Dec 11, 2025
Robert Giuliani (Dec 11, 2025 21:08:10 CST)
 Contractor Signature SSN or EIN Date

* Danette Seboe [REDACTED] 12/11/25
 Program Director Date

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

This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	E	215	365	830	305	252
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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

Imine Zurich [REDACTED] 12/11/25
 CFO/Superintendent of Schools/Board Chair Date

**Revenue Contracts Signed
December 2025**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	Amount or Estimated Amount*	Contract Source	Description
St. Louis County Family Services Collaborative	\$31,511.25	TLE/ MTSS Coord.	The Student Support Services Fund provides timely, flexible financial support to school districts to respond to high-risk student situations. Funds are intended for short-term, direct student supports that promote safety, stability, engagement, and school success.



St. Louis County Family Services Collaborative

Student Support Services Fund

District Participation Agreement

Calendar Year 2026

This Participation Agreement outlines the expectations for school districts participating in the **Student Support Services Fund** administered by the **Family Services Collaborative of St. Louis County** (“Collaborative”).

1. Purpose

The Student Support Services Fund provides timely, flexible financial support to school districts to respond to high-risk student situations. Funds are intended for short-term, direct student supports that promote safety, stability, engagement, and school success.

2. Funding Period

This agreement covers the period **January 1, 2026 through December 31, 2026**.

3. Allowable Use of Funds

Funds may be used only for **direct student support** and may not be used for general operations, staffing, or to supplant existing funding.

Funds must be used in alignment with the program guidance provided by the Collaborative.

4. District Responsibilities

Participating districts agree to:

- Designate a primary district contact responsible for administering and tracking fund use
- Maintain internal documentation of expenditures
- Use Collaborative-provided tracking and reporting templates

- Submit an **Annual Report by January 15, 2027**, covering calendar year 2026, including:
 - Number of students served (aggregate, unduplicated)
 - Categories of support provided
 - Brief narrative of impact and lessons learned
 - Confirmation of eligible fund use
-

5. Fiscal Expectations

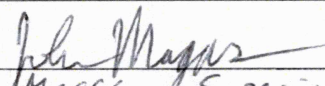
- Funds must be maintained **separately from the district's general fund.**
 - **Any unspent funds at the end of the funding period must be returned to the Family Services Collaborative of St. Louis County.**
-

6. Non-Recurring Funding

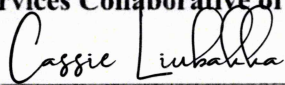
Participation in this fund does not guarantee future funding. Allocations are made on a **one-year, non-recurring basis**, subject to available funds and completed reporting.

7. Agreement

By signing below, the district agrees to the terms outlined above.

School District: Duluth Public Schools
 Amount: 31,511.25
 Authorized Signature: 
 Name & Title: John Magas, Superintendent
 Date: 01/06/25

Family Services Collaborative of St. Louis County

Signature: 
Cassie Liubakka, Director
 Date: 1/7/2026

Grant Applications December 2025

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

Organization	Author/Contact	Project Title	Amount Requested	Terms
Northland Foundation Youth in Philanthropy Grant	Kaitlin Erpestad/Charlie Keenan-4 th grade student	Myers-Wilkins Elementary School/PTO	\$1,000.00	Charlie's \$1000 grant would be used towards the initial \$6000 needed to bring Playworks to Myers-Wilkins this school year and to leverage additional grant funding for the \$18,000 needed to bring the full Playworks program to Myers-Wilkins for the 2026-27 school year.
MN DNR	Kaitlin Erpestad	Myers-Wilkins Elementary School/PTO	\$5,000.00	The Myers-Wilkins PTO and school community is pursuing a \$6000 Playworks Youth Leader program to do a reset on our recess culture. The Playworks Youth Leader program will impact all 150 4th and 5th grade students as well as the full student body of 461 students. The Youth Leader program and supportive staff training pieces will increase student mental and physical health, reduce bullying, increase school engagement, and decrease chronic absenteeism and challenging behaviors. This \$5000 No Child Left Inside MN DNR mini-grant will go towards the \$18,000 in grant funding that we are raising to bring the full Playworks program to Myers-Wilkins for the 2026-27 school year. Specifically, it will be used in

				the spring to bridge the 2025-26 Youth Leader program and the full implementation of the Playworks program so we can start day one of the 2026-27 school year.
Minnesota Dept of Education No Child Left Inside	Sonja Hakanson/Alison Wood	CTE AFNR/Teachers in AFNR (East and Denfeld)	\$25,000.00	Funds will be used to purchase needed equipment, pay for field trip experiences offsite, and allow for 2 professional days to revise and improve the new curriculum as needed to make the course successful.
Minnesota Historical Society	Danielle Vang	Ordean East Middle School - History Day Club	\$480.00	The funds will help cover transportation costs and admission to the Minnesota History Center.
National Head Start Association	Becky Gamache	Duluth Preschool	It can be up to \$5,000; I do not have all the estimates in, but wanted to submit to move forward with writing the grant.	Teachers have submitted garden material requests. Once all the estimates are in, I will decide which ones we can purchase. What the teachers are asking for: apple/pear trees & raspberry bushes for Lowell; grow lights; cold frame; mud kitchen; gardening tools for children and vegetable starter kits for each child to send home in the spring.
Young Athlete's Foundation	Kaitlin Erpestad	Myers-Wilkins Elementary School	\$3,000.00	The funds would be used to launch a Youth Leadership Program for 4th and 5th graders this winter.
MN Power	Kaitlin Erpestad	Myers-Wilkins Elementary School	\$5,000.00	The funds will be used to launch a Youth Leadership Program for 4th and 5th graders this winter. We will bring Playworks MN to Myers-Wilkins to launch the Youth Leadership Program and help create a safe, positive recess experience for all students. This project will support student physical and mental health and well-being and

				create a positive school climate that will impact all parts of the school day. Any remaining funds will be used to launch the full Playworks program at Myers-Wilkins starting day 1 of the 2026-27 school year.
Arrowhead Library System	Geraldine Davidson	Piedmont Elementary/Library Media Center	\$250.00	The funds would be used to help develop the "Battle of the Books" book collection.
Essentia Health Foundation	Kaitlin Erpestad	Myers-Wilkins Elementary School	\$15,000.00	<p>\$7000 of the funds will be used to launch a Youth Leadership Program for 4th and 5th graders this winter. We will bring Playworks MN to Myers-Wilkins to launch the Youth Leadership Program and help create a safe, positive recess experience for all students.</p> <p>This project will support student physical and mental health and well-being and create a positive school climate that will impact all parts of the school day. The remaining \$8000 will be used to help launch the full Playworks program at Myers-Wilkins starting day 1 of the 2026-27 school year in combination with other grant funding we are currently seeking.</p>

**Change Orders Signed
December 2025**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Contractor Name	Contract Source	Description
Superior Glass Inc.	Facilities	Additional work for removal of glass to allow for material delivery - First Street Buildout (+\$3,420.00)



CCO #001²⁴

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

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

Contract Change Order #001: Superior Glass CCO #001

CONTRACT COMPANY:	Superior Glass Inc. 7500 Tower Avenue Superior, Wisconsin 54880	CONTRACT FOR:	SC-S23075-005:WS 04 - Glass & Glazing
DATE CREATED:	11/26/2025	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$3,420.00

DESCRIPTION:
CE #022 - Removal of Glass to allow for material delivery: \$3,420.00
Removal of Glass to allow for material delivery

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

CCO #001

#	Cost Code	Description	Type	Amount
1	05-5.05 - WS 04 - Superior Glass	Removal of Glass to allow for material delivery	Other	\$ 3,420.00
Subtotal:				\$3,420.00
Grand Total:				\$3,420.00

The original (Contract Sum)	\$ 48,140.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 48,140.00
The contract sum would be changed by this Change Order in the amount of	\$ 3,420.00
The new contract sum including this Change Order will be	\$ 51,560.00
The contract time will not be changed by this Change Order by	

Superior Glass Inc.
7500 Tower Avenue
Superior Wisconsin 54880

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811

Signed by:

SIGNATURE DATE
12/9/2025

Signed by:

SIGNATURE DATE
12/4/2025

DS

SIGNATURE DATE
12/15/2025