

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, May 17, 2022

Denfeld High School Media Center

401 N 44th Ave W

Duluth, MN 55807

6:30 PM

1. Consent Agenda

A. Approval of Minutes from Past School Board Meetings

- | | |
|--|---|
| 1) Regular School Board Meeting - April 26, 2022 | 3 |
| 2) Special Closed School Board Meeting Re: Property Sale Discussion - April 26, 2022 | 7 |

B. Approval of Action Items

- | | |
|---|----|
| 1) <u>Human Resources</u> | |
| a. <u>Staffing Report</u> | 8 |
| b. <u>Other Action Items</u> | |
| (1) Approval of Individual Contract, Assistant Superintendent of Schools, Anthony Bonds | 10 |
| 2) <u>Finance</u> | |
| a. <u>Financial Report</u> | 16 |
| b. <u>Bids, RFPs and Quotes</u> | |
| (1) Bid - Purchase of Two New School Buses | 17 |
| c. <u>Contracts, Change Orders, Leases</u> | |
| (1) Kraus-Anderson Construction Company Sourcewell Project Procurement/Gordian ezIQC (Contract Number MN-IRA-GC02-120518-KRU) for Denfeld high School - Room 1214 Toilet Room Modification for Special Education: REVISED due to a reduced scope of work and overall cost | 19 |
| 3) <u>Items Brought Forward From the Monthly Committee of the Whole Meeting</u> | |
| a. <u>Duluth Public Schools Head Start Program, FY22 Cost-of-Living Adjustment (COLA), and Quality Improvement (QI)</u> | 38 |
| Early Childhood/Head Start Coordinator, Sherry Williams | |
| 4) <u>Other</u> | |
| a. <u>Diploma Requests</u> | 39 |
| b. <u>Field Trip Requests</u> | 44 |
| c. <u>Data Sharing Agreements</u> | |
| C. <u>Approval of Policy Readings</u> | |
| 1) <u>First Readings</u> | |
| a. 508 Extended School Year for Certain Students with Individualized Education Plans | 52 |
| b. 518 DNR-DNI Orders replacing Policy 5160 | 54 |
| c. 535 Service Animals in Schools | 56 |

d. 615 Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students	61
2) <u>Second Readings</u>	
a. 419 Tobacco - Free Environment replacing Policy 1140	66
b. 801 Equal Access to School Facilities	72
c. 802 Disposition of Obsolete Equipment and Material	75
d. 807 Health and Safety Policy	78
3) <u>Annual Review</u>	
D. <u>Approval of Committee Reports</u>	
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 - May 3, 2022</u>	
2) <u>Committee of the Whole - Budget - May 12, 2022</u>	
3) <u>Policy Committee - May 3, 2022</u>	
4) <u>Human Resources/Finance Committee - May 10, 2022</u>	

Minutes of the Regular School Board Meeting

Of the School Board of Independent School District No. 709 held at: Denfeld High School Media Center, 401 North Forty-Fourth Avenue West, Duluth, Minnesota 55807, on

Tuesday, April 26, 2022

Members Present:

Kelly Durick Eder
David Kirby
Rosie Loeffler-Kemp
Jill Lofald
Alanna Oswald
Amber Sadowski
Paul Sandholm

Others Present:

John Magas, Superintendent
Cathy Erickson, CFO
Patty Paquette, Secretary

Student Representatives:

Ailee Naus (East)
Sariyah Crawford (Denfeld)

- Chair Lofald called the Regular School Board meeting April 26, 2022 to order at 6:31 p.m.

M-Loeffler-Kemp, S-Eder, to approve the agenda. Upon a vote, the same was approved – unanimously.

School and Community Recognition

April 2022

Assistant Superintendent Anthony Bonds presented the School and Community Recognition

Public Comments

April 2022

Emily Foyt, spoke to the board regarding special education.

Dani Westholm, spoke to the board regarding Covid leave.

Jodi Timmersman, spoke to the board regarding Covid impact.

Alyssa Thompson, spoke to the board regarding clerical negotiations.

Judith McKeever, spoke to the board regarding paraprofessional contract.

Communications, Petitions, Etc.

April 2022

Chair Lofald stated that were no communications received.

Superintendent's Report

April 2022

Student Representative Sariyah Crawford (Denfeld) presented her report.

Student Representative Ailee Naus (East) presented her report.

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

- Negotiations Update
- Strategic Planning Update
- Superintendent's Evaluation Updates

Administrative Approved Presentations

April 2022

Presentation of FY23 Budget Considerations was given by CFO Erickson.

Member Sandholm left at 7:36 pm returned at 7:37 pm

Monthly Committee of the Whole Report

April 2022

Anthony Bonds, Assistant Superintendent, presented the Committee of the Whole report which was available electronically to each school board member.

Human Resources/Business Services Committee Report

April 2022

Member Durick Eder presented the Human Resources/Finance Committee report which was available electronically to each school board member.

Discussion was had.

Policy Committee Report

April 2022

Member Loeffler-Kemp presented the Policy Committee report which was available electronically to each school board member.

Discussion was had.

Consent Agenda

April 2022

M-Eder, S-Kirby – to approve the Consent Agenda as amended. Upon a vote on the consent agenda as amended, the same was approved - unanimously.

Resolutions from Committee Reports

April 2022

HR-4-22-3874 Approval of the Paraprofessional Employees Collective Bargaining Agreement

M-Sandholm, S-Sadowski to approve HR-4-22-3874 Approval of the Paraprofessional Employees Collective Bargaining Agreement. Upon a vote, the same was approved – unanimously.

HR-4-22-3881 Approval of the Duluth Federation of Teachers Collective Bargaining Agreement

M-Sadowski, S-Loeffler-Kemp to approve HR-4-22-3881 Approval of the Duluth Federation of Teachers Collective Bargaining Agreement. Upon a vote, the same was approved – unanimously.

B-4-22-3882 Acceptance of Grant Awards to Duluth Public Schools

M-Oswald, S-Sandholm to approve B-4-22-3882 Acceptance of Grant Awards to Duluth Public Schools. Upon a vote, the same was approved – unanimously.

B-4-22-3883 Acceptance of Donations to Duluth Public Schools

M-Eder, S-Loeffler-Kemp to approve B-4-22-3882 Acceptance of Donations to Duluth Public Schools. Upon a vote, the same was approved – unanimously.

B-4-22-3884 Approve Clarification of Trail Easement on Central on the Hill Property

M-Loeffler-Kemp, S-Sandholm to approve B-4-22-3884 Approval of Clarification of Trail Easement on Central on the Hill Property. Upon a vote, the same was approved – unanimously.

4 – Minutes of the Regular School Board Meeting
April 26, 2022

B-4-22-3885 Redistricting School Board Election Districts

M-Kirby, S-Sadowski to approve B-4-22-3885 Approval of Redistricting School Board Election Districts. Upon a vote, the same was approved – unanimously.

Special Resolutions/Other Action Items

April 2022

None

Other

April 2022

M-Oswald, S-Eder to adjourn the meeting. Upon a vote, the same was approved – unanimously.

➤ Chair Lofald adjourned the Regular School Board Meeting of April 26, 2022 at 8:37 p.m.

Minutes of the Special School Board Meeting

Of the School Board of Independent School District No. 709 held at: Denfeld High School Media Center, 401 North Forty-Fourth Avenue West, Duluth, Minnesota 55807, on

Tuesday, April 26, 2022

Members Present:

Kelly Durick Eder
David Kirby
Rosie Loeffler-Kemp
Jill Lofald
Alanna Oswald
Amber Sadowski
Paul Sandholm

Others Present:

John Magas, Superintendent
Cathy Erickson, CFO
Patty Paquette, Secretary

- Chair Lofald called the Special School Board meeting of April 26, 2022 to order at 8:45 p.m.

Chair Lofald read the following statement:

The next item on the agenda is a closed session that will allow the School Board to develop or consider offers or counteroffers for the purchase or sale of real or personal. The property that will be discussed is the Central High School/STC site, 800 East Central Entrance, in Duluth, Minnesota. The Open Meeting Law, Minnesota Statute section 13D.05, subdivision 3(c), states that the School Board may close a meeting to develop or consider offers or counteroffers for the purchase or sale of real or personal property to be sold by the School Board. Accordingly, pursuant to the law I have cited, I will hereby entertain a motion that this meeting closed.

Recess to Closed Session at 8:46 p.m.

Reconvene to Open Session at 9:50 p.m.

M-Kirby , S-Loeffler-Kemp, to adjourn the meeting. Upon a vote, the same was approved – unanimously.

- Chair Lofald adjourned the Special School Board Meeting of April 26, 2022 at 9:51 p.m.

HUMAN RESOURCES ACTION ITEMS FOR: MAY 17, 2022**CERT APPOINTMENT**

BROADMOORE, AMY R
SHERMOEN, MARIA M
Total: 2

POSITION

.4 TEMP ASSIGN MEDIA SPEC/ROCKRIDGE,CHESTER,MERRITT, .1 LESTER PARK, 20/38WKS,(MA)IV 4
.5 SOCIAL WORKER/DW, (MA), 3, V SUNDELL

EFFECTIVE DATES

4/26/2022 6/10/2022
4/04/2022

CERT LEAVE

HJELLE, REGAN E
HUBER, MEGAN A
NELSON, PAMELA D
TWARDOWSKI, STEPHANIE A
Total: 4

POSITION

MUSIC SPECIALIST/MYERS-WILKINS/LAURA MACARTHUR. .5 LWOP
GRADE 2/PIEDMONT
MATH/ORDEAN EAST
SPEC ED ASD/EAST

EFFECTIVE DATES

11/30/2022 6/09/2023
4/14/2022 6/10/2022
8/30/2022 6/09/2023
8/30/2022 6/09/2023

CERT LONG TERM SUB

ENGLUND, MAGGIE J
HAMUS, ELIZABETH A
Total: 2

POSITION

GRADE 2/PIEDMONT, (BA)III 2, M HUBER
OCCUPATIONAL THERAPIST/DW, (MA)IV 6, A RICHARDS

EFFECTIVE DATES

4/25/2022 6/10/2022
3/08/2022 3/31/2022

CERT RESIGNATION

BAUER, SHAUNA M
EDMUNDS, JEBEH E
SEDERBERG, SUSAN B
ZESTCOTT, AURORA R
Total: 4

POSITION

SPEC ED/PIEDMONT
GRADE 5 TEACHER/CONGDON
SCHOOL NURSE/DW
SPEC ED RESOURCE/LAURA MACARTHUR

EFFECTIVE DATES

6/10/2022
6/10/2022
6/10/2022
6/10/2022

CERT RETIREMENT

FLEECE, PATRICIA A
HEROLD, DEAN J
HINZMANN, LYNN A
HOESCHEN, KEVIN F
PEARSON, SANDRA L
SUTHERLAND, CINDY L
WIPSON, PATRICIA K
Total: 7

POSITION

ADULT EDUCATION COORDINATOR/ABE
MATH/LINCOLN PARK
GERMAN/EAST
ORCHESTRA/ORDEAN EAST
GRADE 6/ORDEAN EAST
GRADE 4/PIEDMONT
MEDIA SPECIALIST/ORDEAN EAST/EAST

EFFECTIVE DATES

4/25/2022
6/10/2022
6/10/2022
6/10/2022
6/10/2022
6/10/2022
6/10/2022

CERT TEMP DECREASE

GILBERTSON, PAULA K
Total: 1

POSITION

SPEC ED DEAF, HARD OF HEARING/DW, 1.0 TO .60

EFFECTIVE DATES

3/22/2022 6/10/2022

CERT TEMP INCREASE

LINDULA, JOHN R
OLSON, ANTHONY J
SEITZ, DANIELLE M
WIKSTROM, MICHELLE L
Total: 4

POSITION

SOCIAL STUDIES/ALC, TOSA/DENFELD, .9 TO 1.0
SPEC ED/ALC, 1/6 OVERLOAD
OCCUPATIONAL THERAPIST/DW, 1/6 OVERLOAD
OCCUPATIONAL THERAPIST/DW, 1/6 OVERLOAD

EFFECTIVE DATES

1/24/2022 6/10/2022
4/04/2022 6/10/2022
3/07/2022 6/07/2022
3/07/2022 6/07/2022

NON CERT APPOINTMENT

BIANCHINI, JULIA
BOVARD, KAYLEE K
DAVIS, ELSIE V
JOHNSON, CHRISTINE M
JORGENSEN, AUTUMN L
LARVA, MAIJALIISA J
OLSON, HAYLEY C
PETERS, JULIANNE E
QIU, WENLING
TVEDT, KATRINA L
Total: 10

POSITION

SPEC ED PROG PARA/DENFELD, 32.5/38WKS, \$16.40/HR, J DUVALL
HEALTH ASSIST LPN PARA/ORDEAN EAST, 31.25/38WKS, \$20.45/HR, B PRICE,TEMP POS
SPEC ED PROG PARA/DW, 18/38WKS, \$16.40/HR
SUPV PARA/LINCOLN PARK, 35/38WKS, \$15.48/HR, G CLEMENTS
ECSE PARA/STOWE, 31.25/38WKS, \$16.40/HR
PRE-SCHOOL PARA/DW, 39/38WKS, \$16.40/HR, S BOCK
OJIBWE IMMERSION PARA/LOWELL, 40/38WKS, \$17.48/HR, L WINTER
OSSX/PAYROLL/UHG, 40/52WKS, \$21.08/HR, P PAQUETTE
SUPV PARA/LINCOLN PARK, 35/38WKS, \$15.48/HR, L LIVESAY
PRE-SCHOOL PARA FLOATER/DW, 39/38WKS, \$16.40/HR, L BJORSEN

EFFECTIVE DATES

4/11/2022
4/25/2022
5/02/2022 6/10/2022
4/25/2022
4/25/2022
3/30/2022
3/31/2022
4/13/2022
4/25/2022
4/11/2022

NON CERT LEAVE

GUZZO, SHANNON M
JUSCZAK, TAWNIA L
ONNEN, JACQUELINE A
WIEMANN, BARBARA J
Total: 4

POSITION

SPEC ED PARA/DENFELD, DATE TBD
SUPV PARA/EAST
SPEC ED PARA/HOMECROFT
NUTR SVCS ASST/EAST

EFFECTIVE DATES

3/16/2022
3/14/2022 6/10/2022
3/28/2022 3/31/2022
3/31/2022 4/04/2022

NON CERT RESIGNATION

BLACK, JENNIFER L
DUVALL, JACQUELINE E
GREENSMITH, JEFFERY P
HAMSMITH, KAYLEE E
HARRIS, JES WA E
KHALAR, ASHLEY R
O'BRIEN, AMY J
POHLMANN, STEFANI K
POWELL, ANYA SF
SOLBERG, HAILEY M
Total: 10

POSITION

OSSX/PAYROLL/FINANCE/UHG
SPEC ED PARA/EAST
PRE-SCHOOL PARA/LOWELL
SCHOOL CUSTODIAN I/ORDEAN EAST, PRESUMED
MENTAL HEALTH PRACTITIONER PARA/DENFELD
SPEC ED PARA/EAST
OSSX/PAYROLL/FINANCE/UHG
SPEC ED PARA/EAST
CAREER CENTER COORDINATOR/EAST
NUTR SVCS ASST SUB/DW

EFFECTIVE DATES

4/15/2022
4/19/2022
4/15/2022
3/29/2022
5/06/2022
4/27/2022
3/25/2022
5/06/2022
6/09/2022
3/29/2022

NON CERT RETIREMENT

ARCHAMBEAU-BRIDGE, SUSAN G
PRIVETT, WENDY J
Total: 2

POSITION

OSSS/LINCOLN PARK
ELEM SAT MGR/LOWELL

EFFECTIVE DATES

7/31/2022
4/22/2022

EMPLOYMENT AGREEMENT

The School Board of Independent School District No. 709, Duluth, Minnesota "School District" enters into this Contract with Anthony Bonds, 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 Assistant Superintendent of Schools for ISD 709. 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.

The Employee shall furnish throughout the life of this contract a valid and appropriate Superintendent license.

- II. Duties: Employee agrees that they will at all times faithfully, industriously, and to the best of their ability, experience and talents, perform all of the duties that may be required of and from the employee pursuant to the express and implicit terms of this Contract and to the reasonable satisfaction of the School District. Such duties shall be rendered at the School District and 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 their 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 three (3) years commencing July 1, 2022, and ending June 30, 2025. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Employee or by 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, neither party shall have any further claim against the other, and the School District's employment of the Employee shall cease, unless 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 as defined in Minnesota Statute 5122A.40, Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of Minnesota Statute 5122A.40 shall not be applicable. 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' salary.
- 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 length of the twelve (12) month Contract year, 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-five (25) working days of annual paid vacation each Contract year. Unused vacation may carry over into the future duty years with a limit of one-hundred (100) days available vacation at any point during the contract period. Upon retirement, resignation or termination of employment, the Employee shall be entitled to payment for any unused vacation days accrued and earned pursuant to the provisions of this paragraph. The daily rate of pay will be based on 260 days per year.

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

- C. Holidays. The Employee shall be entitled to ten (10) paid holidays each Contract year as designated by the School District.

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Convention Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve Day
- Christmas Day

- D. Sick, Family & 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 90 days. The value of unused sick leave that accumulates in excess of ninety 90 days shall be contributed annually to the employee's 403B Plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan after the end of each fiscal year. The daily rate of pay will be based on 260 days

per year. upon retirement, resignation or termination of employment, any remaining amount will be contributed to the employee's 403B Plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan.

2. Family Leave. The Employee shall be allowed a maximum of thirty (30) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the Superintendent. "Family shall constitute members of the immediate family of the 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 the Employee may use more than thirty (30) days sick leave for absences due to an illness of the Employee's child in accordance with Minnesota Statute §181.9413 (2013).

- E. Emergency Leave. The Employee may be granted paid emergency leave during the Contract year at the discretion of the School Board.
- F. 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.

- G. Disability. If the Employee is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to one-hundred percent (100%) of the Employee's regular salary until the expiration of the waiting period for long term disability insurance.
- H. Medical Leave. If the Employee is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year in duration. The School Board may, in its discretion, extend such a leave upon written request. A written statement shall accompany a request for medical leave of absence or extension thereof pursuant to this section from a physician outlining the condition of health and estimated time at which the Employee is expected to be able to resume normal responsibilities. The Employee, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Employee shall pay to the School District the entire premium for such programs as the Employee wishes to retain commencing with the beginning of the leave.

I. Jury Duty:

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

J. 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.

K. School-Related Injuries: An Employee who is injured in the course of carrying out duties and responsibilities, as an employee of the Board shall be granted leave without loss of pay for a period not to exceed five (5) days. If such an injury is the result of assault, leave without loss of pay shall be granted for a period not to exceed ten (10) days. Leave granted due to injury as a result of assault shall not be deducted from the Employee's accumulated sick leave.

V. Insurance:

A. Health & Hospitalization. The School District shall provide the Employee and Employee's dependents with health and hospitalization coverage, under the School District's group plan of the Employee's choice, at the expense of the School District. If the Employee chooses single health and hospitalization coverage, the School District shall make an employer contribution in the sum of \$5,000 for each of the 2022-2025 Contract years, to a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.

B. Dental. The School District shall provide the Employee with basic family dental coverage under the School District's group plan at the expense of the School District.

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. Employer will provide an additional \$100,000 coverage to employee if requested and approved by the carrier based on insurability. 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 insurance coverage for the Employee under the School District's group plan.

E. Liability Insurance. The School District shall provide, at the expense of the School District, liability insurance naming the Employee as an insured, along with the School District, in an amount not less than that, which is required by law for the School District.

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 Employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.

- B. Cellular Phone. The School District shall provide the Employee with a monthly allowance of \$75.00 or follow the district's cell phone policy should one be implemented, whichever is greater 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 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.

Salary		
2022-2023	2023-2024	2024-2025
\$148,500	\$151,470	\$154,499

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 Assistant Superintendent of Schools. 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 approval 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 School Board policy. 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 times 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/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. 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 III paragraph C.

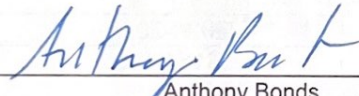
- E. Technology. The school district shall provide the Employee with appropriate technology to work remotely, including, but not limited to, a laptop with applicable installed software and hardware and portable printer. The employee will be responsible for internet requirements.

IX. Severability:

- A. 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.

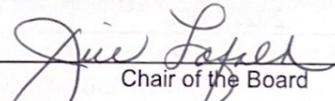
This Contract shall be effective only upon signatures of the Employee and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

IN WITNESS WHEREOF, I have subscribed my signature this 17th day of May, 2022.

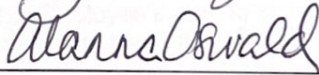


Anthony Bonds

IN WITNESS WHEREOF, I have subscribed my signature this 17th day of May, 2022.



Chair of the Board



Clerk of the Board

HR/Finance Committee Monthly Fund Balance Report July 1 2021 - June 30 2022

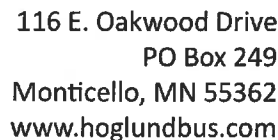
10-May-22

5/5/2022

REVENUES	21-22			21-22		21-22		21-22	
	CURRENT YEAR REVISED ADOPTED BUDGET			RECEIVED TO YEAR TO DATE		RECEIPTS ENCUMBERED		BUDGET BALANCE	
	FUND	July - June 2022	July -June 2022	July -June 2022		July -June 2022		July- June 2022	
General	1	\$ 101,087,520.51	\$ 113,154,390.08	\$ 76,031,696.31				\$ 37,122,693.77	
Food Service	2	\$ 3,945,850.00	\$ 3,945,850.00	\$ 3,627,137.08				\$ 318,712.92	
Transportation	3	\$ 6,504,716.31	\$ 6,529,716.31	\$ 3,051,525.70				\$ 3,478,190.61	
Community Ed	4	\$ 7,830,758.86	\$ 8,175,808.40	\$ 5,142,006.91				\$ 3,033,801.49	
Operating Capital	5	\$ 7,387,117.02	\$ 7,387,117.02	\$ 3,852,784.61		\$ -		\$ 3,534,332.41	
Building Construction	6		\$ 31,497,610.17	\$ 31,497,610.17				\$ -	
Debt Service Fund	7	\$ 22,660,833.56	\$ 22,660,833.56	\$ 2,303,689.48				\$ 20,357,144.08	
Trust Fund	8	\$ 251,075.00	\$ 251,075.00					\$ 251,075.00	
Dental Insurance Fund	20	\$ 817,000.00	\$ 817,000.00	\$ 695,095.69		\$ 22.74		\$ 121,927.05	
Student Activity Co-Curric	71		\$ -	\$ -				\$ -	
Student Activity	79		\$ 130,805.54	\$ 130,805.54				\$ -	
	98	\$ -	\$ -	\$ -				\$ -	
	99	\$ -	\$ -	\$ -				\$ -	
REVENUE	TOTALS:	\$ 150,484,871.26	\$ 194,550,206.08	\$ 126,332,351.49	\$ -	\$ 22.74	\$ -	\$ 68,217,877.33	

EXPENSES	21-22			21-22		21-22		21-22	
	CURRENT YEAR REVISED ADOPTED BUDGET			EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	July -June	July -June	July - June		July -June		July-June	
General	1	\$ 100,806,716.16	\$ 112,827,360.63	\$ 79,253,907.28		\$ 344,689.92		\$ 33,228,763.43	
Food Service	2	\$ 4,243,339.99	\$ 4,243,339.99	\$ 3,080,768.66		\$ 390,553.28		\$ 772,018.05	
Transportation	3	\$ 6,110,465.19	\$ 6,135,465.19	\$ 5,828,214.47		\$ 77,346.13		\$ 229,904.59	
Community Ed	4	\$ 8,233,997.45	\$ 8,610,508.98	\$ 5,373,368.57		\$ 84,420.29		\$ 3,152,720.12	
Operating Capital	5	\$ 8,055,997.62	\$ 8,055,997.62	\$ 5,493,097.81		\$ 165,114.86		\$ 2,397,784.95	
	6	\$ -	\$ 4,589,066.84	\$ 4,427,755.87		\$ 161,310.97		\$ (0.00)	
Debt Service Fund	7	\$ 23,166,651.00	\$ 23,166,651.00	\$ 25,058,327.81				\$ (1,891,676.81)	
Trust Fund	8	\$ 250,000.00	\$ 250,000.00					\$ 250,000.00	
Dental Insurance Fund	20	\$ 817,000.00	\$ 817,000.00	\$ 534,544.95				\$ 282,455.05	
Student Activity Co-Curric	71							\$ -	
Student Activity	79		\$ 41,125.11	\$ 40,330.94		\$ 794.17		\$ (0.00)	
	98							\$ -	
	99								
EXPENSE	TOTALS	\$ 151,684,167.41	\$ 168,736,515.36	\$ 129,090,316.36	\$ -	\$ 1,224,229.62	\$ -	\$ 38,421,969.38	

Esser 11	<u>Expenses</u>	Fund 06	<u>Expenses</u>	Fund 01 Ex Curr Student Activity		
		debt serv payment/prof serv course 000/000	\$ 1,293,412.60	Prog 298 Revenue	\$ 247,253.12	
		admin owner pymnt course 800	\$ 113,932.59	Prog 298 Expenses	\$ 217,262.15	
Fin 155 Expenses	<u>\$ 5,593,442.94</u>	admin design serv course 801	\$ 695,620.65			
		admin constru mngmt course 802	\$ 353,845.66			
		admin commissions course 803	\$ 19,202.18			
		interior surf constr costs course 804	\$ 2,048,873.30			
		admin site services 805	\$ 63,492.26			
		long term lease 806	\$ 687.50			
			\$ 4,589,066.74			



Buyer's Signature Accepting Terms of Contract

CAE Please acknowledge, by initialing, you have read & agree to the "Additional Terms and Conditions"

ADDITIONAL TERMS AND CONDITIONS OF THIS VEHICLE PURCHASE CONTRACT

1. **Definitions:** As used in this CONTRACT, "YOU" or "YOUR" means the buyer and co-buyer. "I", "ME", or "MY" means the seller or dealer. "VEHICLE" means the car, truck, or other vehicle described on the front of this CONTRACT including all the options listed. "Manufacturer" means the company which makes the VEHICLE. "Trade-In" means the vehicle that YOU trade to ME in partial payment for the VEHICLE.
2. **Purpose:** By signing the CONTRACT, YOU agree to buy the VEHICLE from ME. By accepting this CONTRACT, I agree to deliver the VEHICLE to YOU if the VEHICLE is in my inventory. If the VEHICLE is not in my inventory, I agree to order it from the Manufacturer. After receiving the VEHICLE from the Manufacturer, I agree to deliver the VEHICLE to YOU.
3. **Price Changes by the Manufacturer:** The VEHICLE price stated on the front of this CONTRACT is based on the current price the Manufacturer charges ME. At any time before I receive the VEHICLE, the Manufacturer has the right to raise the price it charges to ME. If the Manufacturer does raise the price, I may raise the price to YOU by the same amount. If I do raise MY price, YOU may cancel the CONTRACT and get back any down payment YOU have made. If I have not already sold the Trade-In (See Paragraph 4), YOU may have the Trade-In back by paying ME the reasonable cost of storage and any repair work or reconditioning I may have done.
4. **Trade-In:** If YOU are using a Trade-In to partially pay for the VEHICLE, YOU may deliver the Trade-In to ME either when YOU sign this CONTRACT or when the VEHICLE is delivered to YOU. If YOU do not deliver the Trade-In to ME when YOU sign this CONTRACT, YOU agree that at the time YOU deliver the Trade-In, I may reinspect the Trade-In and lower the allowance stated on the front of this CONTRACT. If I do lower the allowance, YOU may cancel this CONTRACT and get back your cash down payment. If YOU deliver the Trade-In when YOU sign this CONTRACT, I may sell the Trade-In at any time and at any price I think proper. If this CONTRACT is cancelled and I have already sold the Trade-In, I will pay YOU the price I received for the Trade-In minus 15% commission, minus any money I spent repairing, storing, insuring, or advertising the Trade-In, unless otherwise required by law.
When YOU deliver the Trade-In to ME, YOU guarantee that YOU own the Trade-In free and clear and agree to furnish proper proof of ownership, including the Certificate of Title. If any outstanding security interests are attached to the Trade-In vehicle, YOU are obligated to satisfy the debt secured and to obtain a release of all liens. If I arrange payment of the debt, and the total amount is greater than the amount shown on this CONTRACT as the balance owing to lienholder, YOU agree to pay the difference to ME in cash immediately upon notice of the deficiency. If the debt is less than the amount shown, I will refund the surplus to YOU.
5. **YOUR Refusal to Take Delivery:** Unless YOU cancelled this CONTRACT under paragraphs 3 or 4, I will retain the cash down payment YOU gave ME as an offset to MY damages if YOU refuse to complete the purchase. YOU are also responsible for any other damages which I may incur as a result of YOUR failure to perform YOUR obligations under the terms of this CONTRACT. If YOU have delivered the Trade-In to ME when YOU signed this CONTRACT, I may retain the Trade-In and sell it to reimburse MYSELF for the expenses of repairing, storing, or reconditioning the Trade-In and for other expenses or losses I may incur as a result of YOU failed to perform YOUR obligations under this CONTRACT.
6. **Design Changes by the Manufacturer:** The Manufacturer has the right to change the design of the VEHICLE, its chassis, its parts or accessories at any time without notice to YOU or to ME. In the event of a change in design, I have no duty to YOU except to deliver the VEHICLE as made by the manufacturer.
7. **Delays in Delivery:** I am not responsible for delays in delivery caused by the Manufacturer, or by accidents, fires, or other causes beyond MY control. I do not control the Manufacturer and am not part of the Manufacturer and do not work for the Manufacturer.
8. **Taxes:** The price of the VEHICLE does not include federal or state taxes or any other tax or governmental fee. YOU must pay ME the proper amount of any tax or governmental fee which applies to this sale.
9. **Pollution Control Certification:** I certify to the best of MY knowledge that the pollution control system on the VEHICLE including the restricted gasoline pipe has not been revised, altered or rendered inoperative.
10. **New VEHICLE Disclaimer of Warranties:** If YOU are buying a new VEHICLE, the VEHICLE will come with a Manufacturer's warranty which is a promise from the Manufacturer directly to YOU. Unless otherwise agreed in a separate document (see Paragraph 12 below), I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLES's quality or performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE.
11. **Use VEHICLE Disclaimer of Warranties:** Except as may be provided in the Buyer's Guide Window Form and a separate warranty document (see Paragraph 12 below), if YOU are purchasing a used VEHICLE, I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLE's quality of performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE. I do not guarantee that the VEHICLE will pass an exhaust emissions inspection.
12. **Dealer Warranty Service Contract:** If I give a warranty on a used VEHICLE or YOU purchase an extended service contract on a new or used VEHICLE, I may not disclaim implied warranties of merchantability or fitness for a particular purpose.
13. **Used VEHICLE Window Sticker Form:** If YOU are purchasing a used VEHICLE or a demonstrator, the information YOU see on the window form for this VEHICLE is part of this CONTRACT. Information on the window form overrides any contrary provisions in the CONTRACT of sale. (La información que aparece en la ventanilla de este vehículo forma es parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contrario y que aparezca en el contrato de venta.)

Memorandum

To: Ms. Jill Lofald
School Board Chair

Ms. Cathy Erickson
CFO/Executive Director of Business Services

From: David J. Spooner 
Manager of Facilities

Date: May 4, 2022

Re: Kraus-Anderson Construction Company Sourcewell Project
Procurement/Gordian ezIQC (Contract Number
MN-IRA-GC02-120518-KRU) for Denfeld High School - Room 1214
Toilet Room Modification for Special Education - REVISED due to
reduced work scope - Work Order #102738.00.

Attached is a Proposal from Kraus-Anderson Construction Company to perform work as defined to reconfigure two rooms and construct such into an accessible toilet and shower room. This bathroom construction is required to create an appropriate bathroom as related to the program needs.

These construction services are procured through Gordian ezIQC, Sourcewell contract number MN-IRA-GC02-120518-KRU.

The contract for this work, as defined in the attached Kraus-Anderson proposal, will be for a Lump Sum amount not to exceed ~~\$224,000.00~~ \$164,837.72.00.

Recommendation:

I am recommending the School Board approve this revised proposal at the regular School Board Meeting on May 17, 2022 (original approval date June 15, 2021), and for Ms. Jill Lofald, School Board Chair, to be authorized to sign and enter into an agreement on behalf of the School Board with Kraus-Anderson Construction Company when the appropriate AIA contract documents are received.

BUDGET CODE: 01 E 005 420 740 520 000



Work Order Signature Document

Sourcewell EZIQC Contract No.: MN-IRA-GC02-120518-KRU

☒ **New Work Order**

☐ **Modify an Existing Work Order**

Work Order Number: 102738.00

Work Order Date: 05/03/2022

Owner PO No:

Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

Owner Name: Duluth Public Schools

Contractor Name: Kraus-Anderson Construction Company

Contact: David Spooner

Contact: Dustin Wick

Phone: 218-336-8700

Phone: 218-722-3775

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No MN-IRA-GC02-120518-KRU.

Brief Work Order Description:

Bathroom Remodel

Time of Performance See Schedule Section of the Detailed Scope of Work

Duration

Liquidated Damages

Will apply: ☐

Will not apply: ☒

Work Order Firm Fixed Price: \$164,837.72

Owner Purchase Order Number:

Approvals

		DocuSigned by:	
		<i>Dan Markham</i>	5/4/2022
		38DF48733C124B0...	
Owner	Date	Contractor	Date

DocuSigned by:	
<i>David Spooner</i>	5/4/2022
1AFAF2483495423...	
ISD 709 - Facilities Manager - Dave Spooner	Date

DocuSigned by:	
<i>Jackie Ward</i>	5/4/2022
DB8E4124EA044DF...	
ISD 709 - Program Manager - Jackie Ward	Date

ISD 709 Budget Code: 01 E 005 420 740 520 000

**Detailed Scope of Work**

To: Dustin Wick
Kraus-Anderson Duluth
No Data Input
No Data Input,
218-722-3775

From: David Spooner
Duluth Public Schools
215 N. 1st Ave E
Duluth, MN 55802
218-336-8700

Date Printed: May 03, 2022

Work Order Number: 102738.00

Owner PO No:

Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

Brief Scope: Bathroom Remodel

**Preliminary****Revised****Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Demolition, Casework, Drywall, ceilings, Flooring, specialties, Mechanical, Electrical, and all Fixtures associated with current drawings.

DocuSigned by:

Dan Markham

5/4/2022

38DF18733C124B0...

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: May 03, 2022

Re: IQC Master Contract #: MN-IRA-GC02-120518-KRU
 Work Order #: 102738.00
 Owner PO #:
 Title: Duluth Public Schools Denfeld Bathroom Remodel 2022
 Contractor: Kraus-Anderson Construction Company
 Proposal Value: \$164,837.72

01 General	\$6,633.79
01 General Conditions	\$64,279.95
02 Demolition	\$12,570.70
06A Rough Carpentry	\$189.71
07B Insulation	\$1,134.60
07J Joint Sealants	\$185.00
08 Doors Frames & Hardware	\$3,542.73
09A Drywall & Plaster	\$9,722.89
09B Tile	\$16,040.05
09C Acoustic Ceiling	\$652.78
09K Painting	\$2,630.16
10A Specialties	\$2,108.83
12C Casework & Countertops	\$4,660.60
21A Fire Suppression	\$2,896.23
22A Plumbing	\$21,652.80
23A HVAC	\$3,123.61
26A Electrical	\$12,813.29
Proposal Total	\$164,837.72

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail**Date:** May 03, 2022

Re: IQC Master Contract #: MN-IRA-GC02-120518-KRU
 Work Order #: 102738.00
 Owner PO #:
 Title: Duluth Public Schools Denfeld Bathroom Remodel 2022
 Contractor: Kraus-Anderson Construction Company
 Proposal Value: \$164,837.72

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

01 General

1	01 22 23 00 0277		MO	3,000 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator	\$6,633.79
X				Installation Quantity 1.00 x Unit Price 4,385.11 x Factor 1.5128 = Total 6,633.79 Machine only, no operator	

Subtotal for 01 General **\$6,633.79**

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

01 General Conditions

2	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$2,904.00
				Installation Quantity 2,640.00 x Unit Price 1.00 x Factor 1.1000 = Total 2,904.00 Performance & Payment Bonding	
3	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$3,238.40
				Installation Quantity 2,944.00 x Unit Price 1.00 x Factor 1.1000 = Total 3,238.40 Permit	
4	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$209.00
				Installation Quantity 190.00 x Unit Price 1.00 x Factor 1.1000 = Total 209.00 HVAC Permit	

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 102738.00**Work Order Title:** Duluth Public Schools Denfeld Bathroom Remodel 2022

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
01 General Conditions					
5	01	22	16	00 0002	
			EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$1,089.00
			Installation	Quantity 990.00 x Unit Price 1.00 x Factor 1.1000 = Total 1,089.00	
				Plumbing Permit	
6	01	22	16	00 0002	
			EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$631.40
			Installation	Quantity 574.00 x Unit Price 1.00 x Factor 1.1000 = Total 631.40	
				Electrical Permit	
7	01	22	23	00 0150	
			MO	Up To 2,000 CFM Portable Negative Air Machine With Pre-Filter And HEPA Filter	\$4,008.77
			Installation	Quantity 2.00 x Unit Price 1,324.95 x Factor 1.5128 = Total 4,008.77	
				Remodeling in Active School - Can	
8	01	22	23	00 0151	
			EA	Replacement HEPA Filter, 99.99% Efficient @ 0.3 Micron For Negative Air MachineRequired if over 800 hours operation.	\$1,316.92
			Installation	Quantity 4.00 x Unit Price 217.63 x Factor 1.5128 = Total 1,316.92	
				Remodeling in Active School - Can	
9	01	22	23	00 0152	
			LF	Discharge Flexible Duct For Negative Air Machine	\$158.84
			Installation	Quantity 100.00 x Unit Price 1.05 x Factor 1.5128 = Total 158.84	
				Remodeling in Active School - Can	
10	01	22	23	00 0277	
			MO	3,000 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator	\$24,406.68
			Installation	Quantity 1.00 x Unit Price 16,133.45 x Factor 1.5128 = Total 24,406.68	
				Specific to Demo - Removal of Debris from Entrance Cart to Dumpster. Entrance location Inaccessible to Dumpster	
11	01	22	23	00 0809	
			WK	Torch Burning Package With Full Time OperatorIncludes torch set , regulator, hoses, oxygen tank and acetylene tank.	\$4,927.84
			Installation	Quantity 1.00 x Unit Price 3,257.43 x Factor 1.5128 = Total 4,927.84	
				Acetylene Torch required for soldering piping	
12	01	56	16	00 0002	
			SF	6 Mil, Plastic Sheeting, Applied To Floors	\$307.58
			Installation	Quantity 884.00 x Unit Price 0.23 x Factor 1.5128 = Total 307.58	
				Demo protection outside masonite areas	

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 102738.00**Work Order Title:** Duluth Public Schools Denfeld Bathroom Remodel 2022

Sect. Item Modifier UOM Description Line Total										
Labor	Equip.	Material	(Excluded if marked with an X)							
01 General Conditions										
13	01	56	16	00	0076	SF	Masonite For Temporary Floor Protection			\$1,853.72
						Installation	Quantity	Unit Price	Factor	Total
							1,156.00	x 1.06	1.5128 =	1,853.72
						Specific to Demolition of materials over existing floors that need protection.				
14	01	56	26	00	0007	LF	Temporary 10' High Chain Link Fence And Posts, Up To 6 Months			\$7,598.04
						Installation	Quantity	Unit Price	Factor	Total
							350.00	x 14.35	1.5128 =	7,598.04
						Protection from school children during demolition to and from dumpsters and staging area				
15	01	56	26	00	0052	EA	24' Wide, 10' High, Temporary Chain Link Fence Gate, Up To 6 Months			\$1,871.64
						Installation	Quantity	Unit Price	Factor	Total
							2.00	x 618.60	1.5128 =	1,871.64
						Protection from school children during demolition to and from dumpsters and staging area				
16	01	66	19	00	0005	CY	Transfer Delivered Materials Distances Greater Than 125', Per CY Of Material Per 125'			\$502.25
						Installation	Quantity	Unit Price	Factor	Total
							80.00	x 4.15	1.5128 =	502.25
17	01	71	13	00	0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.			\$1,644.47
						Installation	Quantity	Unit Price	Factor	Total
							2.00	x 543.52	1.5128 =	1,644.47
						Skid Steer to Demo				
18	01	74	13	00	0002	CSF	Clean Miscellaneous Surfaces, Wipe Down With Mild Detergent			\$501.87
						Installation	Quantity	Unit Price	Factor	Total
							25.00	x 13.27	1.5128 =	501.87
						Cleaning outside of work space				
19	01	74	19	00	0014	EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.			\$2,535.45
						Installation	Quantity	Unit Price	Factor	Total
							4.00	x 419.00	1.5128 =	2,535.45
						Specific to demolition debris				
20	01	74	19	00	0029	CY	Traditional Building Construction Materials Landfill Dump Fee			\$2,082.82
						Installation	Quantity	Unit Price	Factor	Total
							80.00	x 17.21	1.5128 =	2,082.82
21	01	74	23	00	0005	EA	Clean Commercial Plumbing Fixture			\$127.38
						Installation	Quantity	Unit Price	Factor	Total
							5.00	x 16.84	1.5128 =	127.38
						Cleaning outside of work space				
22	01	74	23	00	0009	EA	Clean Commercial Light Fixture			\$109.65
						Installation	Quantity	Unit Price	Factor	Total
							4.00	x 18.12	1.5128 =	109.65
						Cleaning outside of work space				

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 102738.00**Work Order Title:** Duluth Public Schools Denfeld Bathroom Remodel 2022

Sect.		Item		Modifier	UOM	Description				Line Total	
Labor	Equip.	Material		(Excluded if marked with an X)							
01 General Conditions											
23	01	74	23	00	0010	SF	Clean Mirror				\$2.57
						Installation	Quantity	Unit Price	Factor	Total	
							10.00	x	0.17	x	1.5128 = 2.57
						Cleaning outside of work space					
24	01	74	23	00	0013	EA	Clean Cabinets				\$254.76
						Installation	Quantity	Unit Price	Factor	Total	
							8.00	x	21.05	x	1.5128 = 254.76
						Cleaning outside of work space					
25	02	90	50	00	0035	SF	Carpet, Light Clean				\$1,089.22
						Installation	Quantity	Unit Price	Factor	Total	
							2,000.00	x	0.36	x	1.5128 = 1,089.22
						Cleaning outside of work space					
26	02	90	50	00	0037	SF	Suspended Ceiling, Tile And Grid, Light Clean				\$907.68
						Installation	Quantity	Unit Price	Factor	Total	
							2,000.00	x	0.30	x	1.5128 = 907.68
						Cleaning outside of work space					
Subtotal for 01 General Conditions											\$64,279.95

Sect.		Item		Modifier		UOM		Description		Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)								
02 Demolition											
27	01	56	16	00	0065	SF	5/8" BC Plywood Wall Sheathing On Both Sides, Temporary Wood Stud Wall, 16" On Center				\$9,984.48
						Installation	Quantity		Unit Price	Factor	Total
							1,200.00	x	5.50	x	1.5128 = 9,984.48
						Temporary Barricades to Separate Construction Area from Students					
28	02	41	19	13	0029	EA	Drill 2" Diameter Core In Up To 4" Concrete				\$406.28
						Installation	Quantity		Unit Price	Factor	Total
							8.00	x	33.57	x	1.5128 = 406.28
29	02	41	19	16	0008	SF	Removal Of Resilient/Linoleum Flooring And Salvage				\$88.95
						Installation	Quantity		Unit Price	Factor	Total
							120.00	x	0.49	x	1.5128 = 88.95
30	02	41	19	16	0016	SF	Demolish Drywall Ceiling				\$105.29
						Installation	Quantity		Unit Price	Factor	Total
							120.00	x	0.58	x	1.5128 = 105.29
31	02	41	19	16	0018	SF	Demolish Suspended Plastered Ceiling And Suspension System				\$155.82
						Installation	Quantity		Unit Price	Factor	Total
							100.00	x	1.03	x	1.5128 = 155.82
32	02	41	19	16	0053	SF	Demolish Wood Or Metal Framed Interior Partition/Wall With Drywall 2 Sides				\$1,829.88
						Installation	Quantity		Unit Price	Factor	Total
							540.00	x	2.24	x	1.5128 = 1,829.88
Subtotal for 02 Demolition										\$12,570.70	

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 102738.00**Work Order Title:** Duluth Public Schools Denfeld Bathroom Remodel 2022

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

06A Rough Carpentry

33	06	11	16	00	0140	LF	2" x 4" Pressure Treated Wood Blocking To Steel									\$189.71
						Installation	Quantity	Unit Price	Factor	=	Total					
							30.00	4.18	1.5128		189.71					

Subtotal for 06A Rough Carpentry**\$189.71**

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

07B Insulation

34	07	21	16	00	0005	SF	3-1/2" Thick, Kraft Faced, R-15 Fiberglass Flexible Insulation									\$1,134.60
						Installation	Quantity	Unit Price	Factor	=	Total					
							750.00	1.00	1.5128		1,134.60					

Subtotal for 07B Insulation**\$1,134.60**

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

07J Joint Sealants

35	07	92	13	00	0003	CLF	1/4" x 3/8" Joint, Silicone Sealant And Caulking									\$185.00
						Installation	Quantity	Unit Price	Factor	=	Total					
							0.50	244.58	1.5128		185.00					

Subtotal for 07J Joint Sealants**\$185.00**

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

08 Doors Frames & Hardware

36	08	12	13	13	0011	EA	4' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame									\$926.56
						Installation	Quantity	Unit Price	Factor	=	Total					
							2.00	306.24	1.5128		926.56					
37	08	12	13	13	0011	0074	MOD	For Welded Frames, Add								\$180.02
						Installation	Quantity	Unit Price	Factor	=	Total					
							2.00	59.50	1.5128		180.02					
38	08	14	16	00	0178	EA	3'-8" x 7' x 1-3/4" Thick, 5 Ply, Hollow Core (HC), Oak Faced Wood Door									\$1,106.79
						Installation	Quantity	Unit Price	Factor	=	Total					
							2.00	365.81	1.5128		1,106.79					
39	08	71	23	00	0033	PR	4-1/2" x 4-1/2", Standard Duty, Full Mortise, Plain Bearing, Wrought Steel Hinge									\$267.10
						Installation	Quantity	Unit Price	Factor	=	Total					
							4.00	44.14	1.5128		267.10					
40	08	71	23	00	0788	EA	8" x 32", 0.050" Thick, Satin Aluminum Finish, Aluminum Kick Plate									\$117.97
						Installation	Quantity	Unit Price	Factor	=	Total					
							2.00	38.99	1.5128		117.97					

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 102738.00**Work Order Title:** Duluth Public Schools Denfeld Bathroom Remodel 2022

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

08 Doors Frames & Hardware

41	08	71	23	00	2243	EA	Surface Mounted High Security Door Closer, Metal Cover (LCN 4510)									\$944.29
						Installation	Quantity	Unit Price	Factor	=	Total					
							2.00	312.10	x		944.29					

Subtotal for 08 Doors Frames & Hardware**\$3,542.73**

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

09A Drywall & Plaster

42	09	22	16	13	0004	SF	3-5/8" Width, 16" On Center, 25 Gauge, Non Load Bearing, Non Structural Metal Stud Framing With Tracks And Runners									\$3,154.26
						Installation	Quantity	Unit Price	Factor	=	Total					
							935.00	2.23	x		3,154.26					
43	09	22	16	13	0004	0005	MOD	For Horizontal Installation Up To 10' High, Add								\$117.54
						Installation	Quantity	Unit Price	Factor	=	Total					
							185.00	0.42	x		117.54					
44	09	22	16	13	0049	LF	12" Wide, 14 Gauge Galvanized Steel Backing Plate									\$260.96
						Installation	Quantity	Unit Price	Factor	=	Total					
							30.00	5.75	x		260.96					
45	09	22	36	23	0027	SF	4.0 LB/SY, Installed On Ceiling, 3/8" High Rib Metal Lath									\$828.77
						Installation	Quantity	Unit Price	Factor	=	Total					
							256.00	2.14	x		828.77					
46	09	24	23	00	0004	SF	Two Coat Troweled Stucco, Scratch/FinishExcludes lath and felt. Interior or exterior, one side.									\$1,475.52
						Installation	Quantity	Unit Price	Factor	=	Total					
							256.00	3.81	x		1,475.52					
47	09	24	23	00	0004	0037	MOD	For >100 To 500, Add								\$309.82
						Installation	Quantity	Unit Price	Factor	=	Total					
							256.00	0.80	x		309.82					
48	09	29	00	00	0006	SF	5/8" Gypsum Board									\$2,156.65
						Installation	Quantity	Unit Price	Factor	=	Total					
							1,440.00	0.99	x		2,156.65					
49	09	29	00	00	0025	SF	5/8" Moisture Resistant Gypsum Board									\$460.86
						Installation	Quantity	Unit Price	Factor	=	Total					
							256.00	1.19	x		460.86					
50	09	29	00	00	0056	SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board									\$958.51
						Installation	Quantity	Unit Price	Factor	=	Total					
							1,440.00	0.44	x		958.51					

Subtotal for 09A Drywall & Plaster**\$9,722.89**

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

09B Tile

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 102738.00**Work Order Title:** Duluth Public Schools Denfeld Bathroom Remodel 2022

Sect.		Item		Modifier	UOM	Description				Line Total	
Labor	Equip.	Material		(Excluded if marked with an X							
09B Tile											
51	09 30 13 00 0002			SF		Less Than 8" x 8" Mounted Floor TileIncludes glazed porcelain , unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12" x 12", 12" x 24", or similar sized sheets.				\$474.26	
				Installation		Quantity		Unit Price		Factor	Total
						30.00	x	10.45	x	1.5128	= 474.26
52	09 30 13 00 0002			0065	MOD	For Up To 50, Add				\$269.58	
				Installation		Quantity		Unit Price		Factor	Total
						30.00	x	5.94	x	1.5128	= 269.58
53	09 30 13 00 0002			0068	MOD	For Epoxy Grout, Add				\$49.01	
				Installation		Quantity		Unit Price		Factor	Total
						30.00	x	1.08	x	1.5128	= 49.01
54	09 30 13 00 0005				SF	Less than 8" x 8" Mounted Wall TileIncludes glazed porcelain , unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12" x 12", 12" x 24", or similar sized sheets.				\$8,349.60	
				Installation		Quantity		Unit Price		Factor	Total
						485.00	x	11.38	x	1.5128	= 8,349.60
55	09 30 13 00 0005			0073	MOD	For Epoxy Grout, Add				\$895.12	
				Installation		Quantity		Unit Price		Factor	Total
						485.00	x	1.22	x	1.5128	= 895.12
56	09 30 13 00 0010				LF	4-1/4" To 4-1/2" High Glazed Porcelain, Unglazed Porcelain And Glazed Ceramic Cove Base Or Trim				\$728.04	
				Installation		Quantity		Unit Price		Factor	Total
						35.00	x	13.75	x	1.5128	= 728.04
57	09 32 00 00 0002				SF	1-1/4" Minimum Thickness Portland Cement Mortar Setting BedFor commercial floors. Includes 15# felt and wire reinforcement.				\$171.32	
				Installation		Quantity		Unit Price		Factor	Total
						25.00	x	4.53	x	1.5128	= 171.32
58	09 32 00 00 0002			0058	MOD	For Up To 50, Add				\$126.70	
				Installation		Quantity		Unit Price		Factor	Total
						25.00	x	3.35	x	1.5128	= 126.70
59	09 34 00 00 0022				SF	5/16" Thick, High-Density Polyethylene Membrane With Grid Structure And Underside Anchoring Fleece, Waterproofing, Uncoupling And Vapor Management Membrane (Schluter® DITRA-XL)				\$698.16	
				Installation		Quantity		Unit Price		Factor	Total
						130.00	x	3.55	x	1.5128	= 698.16
60	09 39 00 00 0007				LF	3/8" Height, Aluminum Edge Protection Trim For Tile (Schluter® SCHIENE)				\$681.12	
				Installation		Quantity		Unit Price		Factor	Total
						168.00	x	2.68	x	1.5128	= 681.12
61	09 67 29 00 0004				SF	Epoxy Flooring Trowel Applied Mortar Compound, 1/4" Heavy Duty (6,000 - 7,500 PSI)				\$3,006.24	
				Installation		Quantity		Unit Price		Factor	Total
						180.00	x	11.04	x	1.5128	= 3,006.24
62	09 67 29 00 0004			0174	MOD	For Up To 500, Add				\$590.90	
				Installation		Quantity		Unit Price		Factor	Total
						180.00	x	2.17	x	1.5128	= 590.90
Subtotal for 09B Tile											\$16,040.05

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 102738.00**Work Order Title:** Duluth Public Schools Denfeld Bathroom Remodel 2022

											Line Total	
	Sect.	Item	Modifier	UOM	Description							
Labor	Equip.	Material	(Excluded if marked with an X)									
09C Acoustic Ceiling												
63	09	53	23	00	0005		SF	2' x 4' Grid, 15/16" T Bar Ceiling Suspension System				\$397.11
							Installation	Quantity		Unit Price	Factor	Total
								150.00	x	1.75	=	397.11
64	09	53	23	00	0005	0135	MOD	For >50 To 200, Add				\$93.04
							Installation	Quantity		Unit Price	Factor	Total
								150.00	x	0.41	=	93.04
65	09	65	19	19	0004		SF	1/8" Thick, Class 2 Through Pattern, Vinyl Composition Tile (VCT) (Armstrong® Standard Excelon Rave®)				\$162.63
							Installation	Quantity		Unit Price	Factor	Total
								50.00	x	2.15	=	162.63

Subtotal for 09C Acoustic Ceiling	\$652.78
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Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
09K Painting					
66	09 91 23 00 0064		SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work	\$2,156.65
			Installation	Quantity 1,440.00 x Unit Price 0.99 x Factor 1.5128 = Total 2,156.65	
67	09 91 23 00 0153		SF	Paint Interior Drywall/Plaster Ceiling, 2 Coats Paint, Brush/Roller Work	\$272.61
			Installation	Quantity 170.00 x Unit Price 1.06 x Factor 1.5128 = Total 272.61	
68	09 91 23 00 0241		LF	Paint Interior Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work	\$200.90
			Installation	Quantity 80.00 x Unit Price 1.66 x Factor 1.5128 = Total 200.90	

Subtotal for 09K Painting	\$2,630.16
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Sect.		Item		Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)					
10A Specialties								
69	10 28 13	13 0009		EA	Surface Mounted, Stainless Steel Folded Paper Towel Dispenser (Bobrick B-263)			\$170.64
				Installation	Quantity	Unit Price	Factor	Total
					1.00	x 112.80	x 1.5128 =	170.64
70	10 28 13	13 0027		EA	Two Roll, Surface Mounted, Acrylonitrile Butadiene Styrene (ABS) Plastic Toilet Tissue Dispenser (Bobrick B-5288)			\$73.28
				Installation	Quantity	Unit Price	Factor	Total
					1.00	x 48.44	x 1.5128 =	73.28
71	10 28 13	13 0055		EA	24 Fluid Ounce, Surface Mounted, Translucent Polyethylene Soap Dispenser (Bobrick B-156)			\$57.49
				Installation	Quantity	Unit Price	Factor	Total
					1.00	x 38.00	x 1.5128 =	57.49
72	10 28 13	13 0120		EA	Partition Mounted, Stainless Steel Sanitary Napkin/Tampon Disposal (Bobrick Classic B-354)			\$240.19
				Installation	Quantity	Unit Price	Factor	Total
					1.00	x 158.77	x 1.5128 =	240.19

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 102738.00**Work Order Title:** Duluth Public Schools Denfeld Bathroom Remodel 2022

Sect.		Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
10A Specialties						
73	10 28 13	13 0126	EA	24" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x24)		\$302.21
			Installation	Quantity	Unit Price	Factor = Total
				3.00 x	66.59 x	1.5128 = 302.21
74	10 28 13	13 0133	EA	36" x 54", Two Wall, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5837)		\$174.77
			Installation	Quantity	Unit Price	Factor = Total
				1.00 x	115.53 x	1.5128 = 174.77
75	10 28 13	13 0176	EA	33" Width, Wall-Mounted, Foam Padded, Naugahyde® Folding Shower Seat (Bobrick B-517/518)		\$712.65
			Installation	Quantity	Unit Price	Factor = Total
				1.00 x	471.08 x	1.5128 = 712.65
76	10 28 13	13 0184	EA	Stainless Steel Shower Curtain Hook (Bobrick B-204-1)		\$36.64
			Installation	Quantity	Unit Price	Factor = Total
				14.00 x	1.73 x	1.5128 = 36.64
77	10 28 13	13 0185	EA	42" Width x 72" Height, Vinyl Shower Curtain (Bobrick B-204-2)Requires 7 curtain hooks.		\$91.83
			Installation	Quantity	Unit Price	Factor = Total
				2.00 x	30.35 x	1.5128 = 91.83
78	10 28 13	13 0317	EA	24" x 36", Surface Mounted, Stainless Steel Channel Frame Glass Mirror (Bobrick B-165 2436)		\$151.95
			Installation	Quantity	Unit Price	Factor = Total
				1.00 x	100.44 x	1.5128 = 151.95
79	10 28 16	13 0026	EA	Shower Curtain Rod, Polished Chrome		\$97.18
			Installation	Quantity	Unit Price	Factor = Total
				1.00 x	64.24 x	1.5128 = 97.18

Subtotal for 10A Specialties	\$2,108.83
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Sect.		Item		Modifier		UOM		Description		Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)								
12C Casework & Countertops											
80	12	35	70	13	0002	EA	36" High Base Sink Unit, 2 Doors; Midmark MC-SBS005-243624				\$773.74
						Installation	Quantity	Unit Price	Factor	=	Total
							1.00	x	511.46	x	773.74
81	12	35	70	13	0024	EA	84" High Tall Storage Unit, 2 Doors; Midmark MC-STP032-368424				\$2,704.43
						Installation	Quantity	Unit Price	Factor	=	Total
							1.00	x	1,787.70	x	2,704.43
82	12	35	70	13	0031	EA	30" High Overhead Unit, 2 Doors; Midmark MC-SOHO42-243014				\$695.52
						Installation	Quantity	Unit Price	Factor	=	Total
							1.00	x	459.76	x	695.52
83	12	36	61	16	0004	SF	1/2" Thick, Color Group "B", Solid Surface Countertop Without BacksplashQuantity based on area of counter, backsplash and apron. Includes drilling holes for fixtures and 1-1/2" drop edge with 1/8" radius edges (when apron not used).				\$356.45
						Installation	Quantity	Unit Price	Factor	=	Total
							6.00	x	39.27	x	356.45

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 102738.00**Work Order Title:** Duluth Public Schools Denfeld Bathroom Remodel 2022

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
12C Casework & Countertops					
84	12 36 61 16 0007		EA	Cutout For Sink And/Or Faucet In Solid Surface Countertop	\$130.46
			Installation	Quantity 1.00 x Unit Price 86.24 x Factor 1.5128 = Total 130.46	

Subtotal for 12C Casework & Countertops	\$4,660.60
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Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
21A Fire Suppression					
85	21 13 13 00 0003		EA	Exposed Piping, Light Hazard, Complete Wet-Pipe Sprinkler System, Per HeadIncludes branch pipe and fittings, supports and sprinkler heads.	\$1,978.32
			Installation	Quantity 4.00 x Unit Price 326.93 x Factor 1.5128 = Total 1,978.32	
86	21 13 13 00 0003 0004		MOD	For Up To 5, Add	\$917.91
			Installation	Quantity 4.00 x Unit Price 151.69 x Factor 1.5128 = Total 917.91	

Subtotal for 21A Fire Suppression	\$2,896.23
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Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
22A Plumbing					
87	22 07 19 00 0003		LF	1/2" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)	\$383.98
			Installation	Quantity 49.00 x Unit Price 5.18 x Factor 1.5128 = Total 383.98	
88	22 07 19 00 0004		LF	3/4" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)	\$183.02
			Installation	Quantity 23.00 x Unit Price 5.26 x Factor 1.5128 = Total 183.02	
89	22 07 19 00 0005		LF	1" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)	\$801.94
			Installation	Quantity 95.00 x Unit Price 5.58 x Factor 1.5128 = Total 801.94	
90	22 07 19 00 0007		LF	1-1/2" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)	\$125.38
			Installation	Quantity 14.00 x Unit Price 5.92 x Factor 1.5128 = Total 125.38	
91	22 07 19 00 0008		LF	2" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)	\$520.03
			Installation	Quantity 55.00 x Unit Price 6.25 x Factor 1.5128 = Total 520.03	
92	22 07 19 00 0011		LF	4" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)	\$104.43
			Installation	Quantity 9.00 x Unit Price 7.67 x Factor 1.5128 = Total 104.43	

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 102738.00**Work Order Title:** Duluth Public Schools Denfeld Bathroom Remodel 2022

Sect. Item Modifier UOM Description Line Total										
Labor	Equip.	Material	(Excluded if marked with an X)							
22A Plumbing										
93	22	11	16	00	0350	LF	1/2" Hard Drawn Type L Copper Tube/Pipe			\$383.24
							Quantity	Unit Price	Factor	Total
						Installation	49.00	x 3.39	1.5128	= 251.29
						Demolition	49.00	x 1.78	1.5128	= 131.95
94	22	11	16	00	0351	LF	3/4" Hard Drawn Type L Copper Tube/Pipe			\$115.84
							Quantity	Unit Price	Factor	Total
						Installation	13.00	x 4.01	1.5128	= 78.86
						Demolition	13.00	x 1.88	1.5128	= 36.97
95	22	11	16	00	0352	LF	1" Hard Drawn Type L Copper Tube/Pipe			\$392.37
							Quantity	Unit Price	Factor	Total
						Installation	37.00	x 4.88	1.5128	= 273.15
						Demolition	37.00	x 2.13	1.5128	= 119.22
96	22	11	16	00	0354	LF	1-1/2" Hard Drawn Type L Copper Tube/Pipe			\$250.55
							Quantity	Unit Price	Factor	Total
						Installation	14.00	x 8.30	1.5128	= 175.79
						Demolition	14.00	x 3.53	1.5128	= 74.76
97	22	11	16	00	0417	EA	1/2" 90 Degree Copper Elbow			\$300.26
							Quantity	Unit Price	Factor	Total
						Installation	8.00	x 24.81	1.5128	= 300.26
98	22	11	16	00	0418	EA	3/4" 90 Degree Copper Elbow			\$47.77
							Quantity	Unit Price	Factor	Total
						Installation	1.00	x 31.58	1.5128	= 47.77
99	22	11	16	00	0419	EA	1" 90 Degree Copper Elbow			\$241.20
							Quantity	Unit Price	Factor	Total
						Installation	4.00	x 39.86	1.5128	= 241.20
100	22	11	16	00	0421	EA	1-1/2" 90 Degree Copper Elbow			\$157.15
							Quantity	Unit Price	Factor	Total
						Installation	2.00	x 51.94	1.5128	= 157.15
101	22	11	16	00	0463	EA	3/4" Straight Copper Tee			\$73.05
							Quantity	Unit Price	Factor	Total
						Installation	1.00	x 48.29	1.5128	= 73.05
102	22	11	16	00	0464	EA	1" Straight Copper Tee			\$191.31
							Quantity	Unit Price	Factor	Total
						Installation	2.00	x 63.23	1.5128	= 191.31
103	22	11	16	00	0466	EA	1-1/2" Straight Copper Tee			\$125.55
							Quantity	Unit Price	Factor	Total
						Installation	1.00	x 82.99	1.5128	= 125.55
104	22	11	16	00	0489	EA	1/2" Copper Coupling			\$111.37
							Quantity	Unit Price	Factor	Total
						Installation	3.00	x 24.54	1.5128	= 111.37
105	22	11	16	00	0490	EA	3/4" Copper Coupling			\$93.40
							Quantity	Unit Price	Factor	Total
						Installation	2.00	x 30.87	1.5128	= 93.40

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 102738.00**Work Order Title:** Duluth Public Schools Denfeld Bathroom Remodel 2022

Sect. Item Modifier UOM Description Line Total										
Labor	Equip.	Material	(Excluded if marked with an X)							
22A Plumbing										
106	22	11	16	00	0491	EA	1" Copper Coupling			\$113.97
						Installation	Quantity	Unit Price	Factor	Total
							2.00	37.67	1.5128	113.97
							x	x	=	
107	22	11	16	00	0493	EA	1-1/2" Copper Coupling			\$70.81
						Installation	Quantity	Unit Price	Factor	Total
							1.00	46.81	1.5128	70.81
							x	x	=	
108	22	11	16	00	0541	EA	1/2" Wrot Copper, Solder Union			\$100.48
						Installation	Quantity	Unit Price	Factor	Total
							2.00	33.21	1.5128	100.48
							x	x	=	
109	22	11	16	00	0542	EA	3/4" Wrot Copper, Solder Union			\$465.34
						Installation	Quantity	Unit Price	Factor	Total
							8.00	38.45	1.5128	465.34
							x	x	=	
110	22	11	16	00	0654	EA	1-1/2" Crimped Copper Reducing Tee			\$372.33
						Installation	Quantity	Unit Price	Factor	Total
							4.00	61.53	1.5128	372.33
							x	x	=	
111	22	11	16	00	0708	EA	1" C x F NPT Crimped Bronze Union			\$248.48
						Installation	Quantity	Unit Price	Factor	Total
							3.00	54.75	1.5128	248.48
							x	x	=	
112	22	11	16	00	0760	EA	1/2" Brass Compression Union			\$102.87
						Installation	Quantity	Unit Price	Factor	Total
							5.00	13.60	1.5128	102.87
							x	x	=	
113	22	11	16	00	0762	EA	3/4" Brass Compression Union			\$103.05
						Installation	Quantity	Unit Price	Factor	Total
							4.00	17.03	1.5128	103.05
							x	x	=	
114	22	11	16	00	0831	LF	3/4" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.			\$275.93
						Installation	Quantity	Unit Price	Factor	Total
							10.00	15.61	1.5128	236.15
							x	x	=	
						Demolition	Quantity	Unit Price	Factor	Total
							10.00	2.63	1.5128	39.79
							x	x	=	
115	22	13	16	00	0060	EA	2" Bell And Spigot Cast Iron 1/8 Bend			\$352.33
						Installation	Quantity	Unit Price	Factor	Total
							5.00	46.58	1.5128	352.33
							x	x	=	
116	22	13	16	00	0270	LF	1-1/2" No Hub Cast Iron Pipe			\$1,192.42
						Installation	Quantity	Unit Price	Factor	Total
							58.00	9.56	1.5128	838.82
							x	x	=	
						Demolition	Quantity	Unit Price	Factor	Total
							58.00	4.03	1.5128	353.60
							x	x	=	
117	22	13	16	00	0271	LF	2" No Hub Cast Iron Pipe			\$1,202.30
						Installation	Quantity	Unit Price	Factor	Total
							55.00	10.16	1.5128	845.35
							x	x	=	
						Demolition	Quantity	Unit Price	Factor	Total
							55.00	4.29	1.5128	356.95
							x	x	=	
118	22	13	16	00	0273	LF	4" No Hub Cast Iron Pipe			\$366.79
						Installation	Quantity	Unit Price	Factor	Total
							9.00	18.81	1.5128	256.10
							x	x	=	
						Demolition	Quantity	Unit Price	Factor	Total
							9.00	8.13	1.5128	110.69
							x	x	=	

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 102738.00**Work Order Title:** Duluth Public Schools Denfeld Bathroom Remodel 2022

Sect. Item Modifier UOM Description Line Total										
Labor	Equip.	Material	(Excluded if marked with an X)							
22A Plumbing										
119	22	13	16	00	0299	EA	1-1/2" No Hub Cast Iron 1/4 Bend			\$199.08
						Installation	Quantity	Unit Price	Factor	Total
							4.00	32.90	1.5128	199.08
							x	x	=	
120	22	13	16	00	0300	EA	2" No Hub Cast Iron 1/4 Bend			\$467.95
						Installation	Quantity	Unit Price	Factor	Total
							9.00	34.37	1.5128	467.95
							x	x	=	
121	22	13	16	00	0307	EA	1-1/2" No Hub Cast Iron 1/8 Bend			\$47.99
						Installation	Quantity	Unit Price	Factor	Total
							1.00	31.72	1.5128	47.99
							x	x	=	
122	22	13	16	00	0315	EA	1-1/2" No Hub Cast Iron Wye			\$76.70
						Installation	Quantity	Unit Price	Factor	Total
							1.00	50.70	1.5128	76.70
							x	x	=	
123	22	13	16	00	0316	EA	2" No Hub Cast Iron Wye			\$100.04
						Installation	Quantity	Unit Price	Factor	Total
							1.00	66.13	1.5128	100.04
							x	x	=	
124	22	13	16	00	0326	EA	4" x 2" No Hub Cast Iron Reducing Wye			\$246.19
						Installation	Quantity	Unit Price	Factor	Total
							2.00	81.37	1.5128	246.19
							x	x	=	
125	22	13	16	00	0330	EA	6" x 4" No Hub Cast Iron Reducing Wye			\$218.33
						Installation	Quantity	Unit Price	Factor	Total
							1.00	144.32	1.5128	218.33
							x	x	=	
126	22	13	16	00	0376	EA	2" No Hub Cast Iron Sanitary Tee			\$201.26
						Installation	Quantity	Unit Price	Factor	Total
							2.00	66.52	1.5128	201.26
							x	x	=	
127	22	13	16	00	0382	EA	2" x 1-1/2" No Hub Cast Iron Sanitary Tee			\$168.68
						Installation	Quantity	Unit Price	Factor	Total
							2.00	55.75	1.5128	168.68
							x	x	=	
128	22	13	16	00	0395	EA	2" x 1-1/2 Or 1-1/4" No Hub Cast Iron Sanitary Tapped Tee			\$111.13
						Installation	Quantity	Unit Price	Factor	Total
							2.00	36.73	1.5128	111.13
							x	x	=	
129	22	13	16	00	0449	EA	2" No Hub Cast Iron P-Trap			\$55.87
						Installation	Quantity	Unit Price	Factor	Total
							1.00	36.93	1.5128	55.87
							x	x	=	
130	22	13	16	00	0467	EA	1-1/2" No Hub Coupling			\$126.62
						Installation	Quantity	Unit Price	Factor	Total
							15.00	5.58	1.5128	126.62
							x	x	=	
131	22	13	16	00	0468	EA	2" No Hub Coupling			\$16.88
						Installation	Quantity	Unit Price	Factor	Total
							2.00	5.58	1.5128	16.88
							x	x	=	
132	22	41	39	00	0023	EA	Wall Mount, Hand Shower With Hose (Delta 55011)			\$207.12
						Installation	Quantity	Unit Price	Factor	Total
							1.00	136.91	1.5128	207.12
							x	x	=	

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 102738.00**Work Order Title:** Duluth Public Schools Denfeld Bathroom Remodel 2022

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
22A Plumbing					
133	22 42 13	13 0019	EA	Flush Valve Type, Siphon Jet, Wall Mounted, Wall Outlet, Handicap Accessible, Elongated Vitreous China Water Closet (Sloan ST-2459)	\$930.07
			Installation	Quantity 1.00 x Unit Price 528.88 x Factor 1.5128 = Total 800.09	
			Demolition	1.00 x 85.92 x 1.5128 = 129.98	
134	22 42 16	13 0009	EA	27" x 20" Wheelchair Accessible, Vitreous China Wall Hung Lavatory (American Standard Wheel Chair Users)	\$843.57
			Installation	Quantity 1.00 x Unit Price 512.65 x Factor 1.5128 = Total 775.54	
			Demolition	1.00 x 44.97 x 1.5128 = 68.03	
135	22 42 16	13 0072	EA	Removal And Reinstallation Of Wall Hung Lavatory With Faucet	\$597.31
			Installation	Quantity 2.00 x Unit Price 197.42 x Factor 1.5128 = Total 597.31	
136	22 42 23	00 0011	EA	40" x 48" x 82" Handicapped, Solid Plastic Shower Enclosure (General Partitions)	\$3,844.72
			Installation	Quantity 1.00 x Unit Price 2,541.46 x Factor 1.5128 = Total 3,844.72	
137	22 42 39	00 0052	EA	Universal Institutional Shower Head (Symmons® 4-151)	\$367.16
			Installation	Quantity 1.00 x Unit Price 242.70 x Factor 1.5128 = Total 367.16	
138	22 47 13	00 0006	EA	Stainless Steel, Extended Length, Semi-Circular With Back Panel Indoor Drinking Fountain With Bubbler, 180 Degree Push Bar (Halsey- Taylor OVL-II-EBP)	\$3,257.19
			Installation	Quantity 1.00 x Unit Price 2,153.09 x Factor 1.5128 = Total 3,257.19	

Subtotal for 22A Plumbing	\$21,652.80
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Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
23A HVAC					
139	23 05 93	00 0002	EA	Balancing Centrifugal Fans	\$425.44
			Installation	Quantity 1.00 x Unit Price 281.23 x Factor 1.5128 = Total 425.44	
140	23 09 23	00 0092	EA	Install And Wire Exhaust Fan Thermostat Control	\$180.87
			Installation	Quantity 1.00 x Unit Price 119.56 x Factor 1.5128 = Total 180.87	
141	23 31 13	13 0004	LB	Sheet Metal Ductwork, Medium Pressure, Field Fabricated, Galvanized, Field Assemble And Install	\$146.74
			Installation	Quantity 10.00 x Unit Price 7.55 x Factor 1.5128 = Total 114.22	
			Demolition	10.00 x 2.15 x 1.5128 = 32.53	
142	23 31 16	16 0199	EA	14" Fiber Reinforced Plastic Damper	\$2,370.56
			Installation	Quantity 2.00 x Unit Price 719.87 x Factor 1.5128 = Total 2,178.04	
			Demolition	1.00 x 127.26 x 1.5128 = 192.52	

Subtotal for 23A HVAC	\$3,123.61
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Contractor's Price Proposal - Detail Continues..**Work Order Number:** 102738.00**Work Order Title:** Duluth Public Schools Denfeld Bathroom Remodel 2022

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
26A Electrical					
143	26 05 19 16 0014		MLF	#12 AWG Cable - Type THHN-THWN, 600 Volt Copper, Single Solid, Placed In Conduit	\$3,623.00
				Quantity	Unit Price
			Installation	4.00 x 504.34 x 1.5128 =	Total 3,051.86
			Demolition	2.00 x 188.77 x 1.5128 =	571.14
144	26 05 19 16 0483		MLF	2 Conductor #12 AWG, Stranded, Type TC Control Cable	\$479.61
				Quantity	Unit Price
			Installation	0.25 x 1,041.53 x 1.5128 =	Total 393.91
			Demolition	0.15 x 377.67 x 1.5128 =	85.70
145	26 05 33 13 0594		LF	3/4" Electrical Metallic Tubing (EMT) Conduit	\$6,974.01
				Quantity	Unit Price
			Installation	1,000.00 x 3.95 x 1.5128 =	Total 5,975.56
			Demolition	500.00 x 1.32 x 1.5128 =	998.45
146	26 05 33 16 0277		EA	Replacement Two 20 Amp Duplex Receptacles For RC4 Series Power And Communications Poke Thru UnitWiremold RC4REC2.	\$617.13
				Quantity	Unit Price
			Installation	6.00 x 57.14 x 1.5128 =	Total 518.65
			Demolition	6.00 x 10.85 x 1.5128 =	98.48
147	26 27 26 00 0070		EA	20 Amp, 120 Volt, Ground Fault Circuit Interrupter (GFCI), Weatherproof Duplex Receptacle	\$97.55
				Quantity	Unit Price
			Installation	1.00 x 64.48 x 1.5128 =	Total 97.55
148	26 51 13 00 0282		EA	3,300 Lumens, 2' x 2', Prismatic Lensed, Lay-In/Troffer LED Fixture (Lithonia 2TL2)	\$1,021.99
				Quantity	Unit Price
			Installation	2.00 x 337.78 x 1.5128 =	Total 1,021.99

Subtotal for 26A Electrical**\$12,813.29****Proposal Total****\$164,837.72**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Duluth Public Schools Head Start Program**FY22 Cost-of-Living Adjustment (COLA)**

Funding Type	Head Start
Cost-of-Living (COLA)	\$57,008

The Cost-of-Living Adjustment will be used to cover the projected six percent fringe benefit increase as well as increased wages per the new teacher contract.

We ask that this grant be approved at the upcoming May 2022 meetings.

Signature of School Board Chair

Signature of Policy Council Chair

Duluth Public Schools Head Start Program**FY22 Quality Improvement (QI)**

Funding Type	Head Start
Quality Improvement (QI)	\$11,658

The Quality Improvement Adjustment will be used to cover the projected six percent fringe benefit increase as well as increased wages per the new teacher contract.

We ask that this grant be approved at the upcoming May 2022 meetings.

Signature of School Board Chair

Signature of Policy Council Chair

4/28/2022

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>
Josee Marie Ruthford	Duluth Public Schools	3/18/2022

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

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 27, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

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>
Jade Pappas	Duluth Public Schools	4/27/2022

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

Fwd: Denfeld Diploma

1 message

Susan Nelson <susan.nelson@isd709.org>

Sat, Apr 23, 2022 at 10:34 AM

To: Kayla Carroll <mikilia.carroll@isd709.org>, Jodi Keller <jodi.keller@isd709.org>

Hello Kayla and Jodi,

I believe in the past diploma ordering of students who graduated went through the head secretary. But, then I never got the information (not you Jodi) to be able to change that on the students CUM cards. Since I will be leaving I would suggest that the Guidance office would order diplomas for the Bridge program so they are able to change the CUM card appropatly.

With that being said, can I put an order in through you Kayla and then you would send that information to the Print Shop?

✱ The diploma would have this information:

Name: Chase Firm

Date of graduation: May 19, 2022

Thanks ladies. Please let me know if I should be doing this differently.

----- Forwarded message -----

From: **Christine Post** <christine.post@isd709.org>

Date: Thu, Apr 14, 2022 at 4:56 PM

Subject: Re: Denfeld Diploma

To: Susan Nelson <susan.nelson@isd709.org>

Can I also get a copy of his diploma once it is complete? Thanks.

On Thu, Apr 14, 2022 at 3:11 PM Christine Post <christine.post@isd709.org> wrote:

Susan,

Can you request a diploma for Chase Firm? If you need me to pick a date, how about May 19, 2022.

Christine "Lisa" Post

Work Experience Teacher
 Bridge Program ISD #709
 Rockridge Academy

christine.post@isd709.org
 (218)626-7931 (cell)
 (218)336-8700 x.2091 (office)

--

Christine "Lisa" Post

Work Experience Teacher
 Bridge Program ISD #709
 Rockridge Academy

christine.post@isd709.org
 (218)626-7931 (cell)
 (218)336-8700 x.2091 (office)

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41

April 13, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

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>
Noah Larson	Duluth Public Schools	4/13/2022

82518

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 4/11/2022

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:

Aunorae VanDell

4/11/2022

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: Theresa Th...
☐ Not Recommended Date: 4/11/22

Assistant Superintendent: ☒ Recommended Name: Anthony Ben B
☐ Not Recommended Date: 5/2/22

School Board: ☐ Approved Name: _____
☐ Not Approved Date: _____

All extended trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee meeting agenda for approval.

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

- Organization/Grade/Course Planning Trip: Danfeld / Choir / Orchestra / Band
- Contact Person (Responsible for Checklist Completion): Josh Lehigh
- Field Trip Date(s): June 12 & 13 Destination: Minneapolis
- Field Trip Overview (Include events, establishments and locations): Minnesota Orchestra, Valleyfair
- Field Trip Departure from School (Date and Time): Sunday, June 12 9am
Field Trip Return to School (Date and Time): Monday, June 13 9pm
- Objectives of Field Trip: Hear Mahler's Symphony #8 (Symphony of a thousand);
end of year social activities
- Relationship to Curriculum or Student Learning: End of the year summation of
curriculum, with music and social side of things
- Planned Follow-up Field Trip Activities: Discuss the concert
- Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	\$ 200 3500
Total Meals	\$
Total Lodging	\$ 1,200
Total Transportation	\$
☐ School District Vehicle(s)	
☒ Commercial Transportation Carrier ~ Name: <u>LLS Coaches</u>	
☐ Private Vehicle (requires certificate of insurance) ~ Name: _____	
	2,000
Total Additional Stipends:	\$
Other:	\$
Total	\$ 6,700

Revenues		
District Budget	Code:	\$
Booster Group		\$
Donations		\$
Student Fees		\$ 6,700
Total Additional Stipends:		\$
Total		\$

11. Reviewed/Completed Request Checklist: ☒ Yes ☐ No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

- ☒ Develop and Communicate Student Discipline Expectations
- ☒ Forward Field Trip Explanation and Fee Structure Letter Sent to Parents/Guardians
- ☒ 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 document*

TIME

LOCATION

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

Signature of Contact Person: _____

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: _____

Mahler's 8th Symphony and Valleyfair!

Itinerary

Sunday, June 12th

9 am Depart Denfeld
Noon Walk and have lunch in Minneapolis
2 PM Mahler's 8th at Orchestra Hall
5 PM Check in at La Quinta
6 PM Dinner
7-10 Swimming Pool

Monday, June 13th

9am Free Breakfast at La Quinta
10:30 Depart for Valleyfair
6 PM Depart for Denfeld w/stop for food along the way.

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 review 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: _____
Date: _____

SUPPLEMENTAL TRIP ACTION

Principal:

- ☐ Approved
☐ Not Approved

Name: _____
Date: _____

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

EXTENDED TRIP ACTION

Principal:

- ☒ Recommended
☐ Not recommended

Name: Danette Schor
Date: _____

Assistant Superintendent:

- ☒ Recommended
☐ Not recommended

Name: Anthony Boni
Date: 4/27/22

I received the form on 4/27/22.

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: 4/14/2022

- Type of Trip: Instructional Supplementary ☒ Extended
1. Organization/Grade/Course Planning Trip: HOSA 11th and 12th Grade
 2. Contact Person (Responsible for Checklist Completion): Kimberly Olson
 3. Field Trip Date(s): November 5th, 2021 Destination:
St. Cloud, MN
 4. Field Trip Overview (Include events, establishments and locations): Field trip request of state advisor. Career exploration and several break out sessions to explore healthcare careers. State curriculum competition
 5. Field Trip Departure from School (Date and Time): April 25th, 2022 0445am
Field Trip Return to School (Date and Time): April 26th, 2022 7-730 pm
 6. Objectives of Field Trip: State Competition in Health Professional Events
Give an understanding of HOSA through activities and educational sessions
Demonstrate leadership and teamwork through hands on activities
Begin growth in communication and leadership qualities through the election of state officers through the democratic process.
Motivate students to set health career goals through speakers and activities.
 7. Relationship to Curriculum or Student Learning: Students will gain experience in leadership, teamwork, Program of Study and Career Pathways, partnership for CTE, implementation of Health Science Programs, increased effectiveness of teaching, legislative training, confident speaking and writing skills and reinforcement of skills taught and application of skills.
 8. Planned Follow-up Field Trip Activities: National Conferences for HOSA. A service project will be completed.
 9. Field Trip Budget Request:

Estimated Expenses	
Total Admission/Fees (\$100.00 per person) (75 for advisor) 17 students	1918.00
Total Meals	Included is 4 meals with registration
Total Lodging advisor and 4 student rooms and 1 bus driver room	122.76 x 6 rooms \$736.56
Total Transportation School District Vehicle(s) Commercial Transportation Carrier ~ Name: Voyageur Private Vehicle (requires certificate of insurance) ~ Name:	\$1,800.00
Total Additional Stipends:	\$0
Other: Sub pay for 1 day	\$300 (Perkins)
Total	4754.56

49

Revenues		
District Budget	Code: 01-380-005-428-000	

Booster Group	\$
Donations	\$
Student Fees \$100.00 registration and Cost of coach~1800(100 each)	\$3557
Total Additional Stipends:	\$
Total	\$

11. Reviewed/Completed Request Checklist: Yes

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 on Trip
- Arrange Adult Chaperones for Field Trip (if necessary)
- **Guide:**
- One (1) adult for every twenty four (24) 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

0445	depart from East high school at 4:45 am Apr 25, 2022
0510	Denfeld departure at 5:10am.
0800	Arrive Kelly inn st. cloud
1630 April 26,2022	Depart from Kelly inn st. cloud to Duluth
1900	Arrive Duluth East then to Denfeld

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

Signature of Contact Person: _____ Kimberly Olson 218.269.9116

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- ☐ X Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
- Note:** Attach tentative planned itinerary

- ☒ X Arrange Funding of Expenses During Trip
 - ☒ X Arrange Meal Plans
 - ☒ X Arrange Lodging Plans and Room Assignments
 - ☒ X Collect Family Emergency Information for Students
- Example:** Home phone numbers, emergency contacts, medical information
- ☐ Additional Information Medical emergency Plan and Epi pen from nurse.

Note: Provide any additional information.

Signature of Contact Person: Kimberly Olson

Adopted: _____

Revised: _____

MSBA/MASA Model Policy 508
Orig. 1995
Rev. 2007

508 EXTENDED SCHOOL YEAR FOR CERTAIN STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS

[Note: The provisions of this policy substantially reflect statutory and regulatory requirements.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

Cross References:

Adopted: _____

Revised: _____

MSBA/MASA Model Policy 518
Orig. 1995
Rev. 2003

518 DNR-DNI ORDERS

I. PURPOSE

The school district recognizes that it is serving students with complex health needs. The school district also recognizes that school district staff may be confronted with requests to withhold emergency care of a student in the event of a life threatening situation at school or school activities or be presented with Do Not Resuscitate/Do Not Intubate (DNR-DNI) orders. The purpose of this policy is to provide guidance to school district staff and parents or guardians in these situations.

II. GENERAL STATEMENT OF POLICY

- A. The primary mission of the school district is education. DNR-DNI orders are medical documents. School district staff will not accept or honor requests to withhold emergency care or DNR-DNI orders. The school district will not convey such orders to emergency medical personnel.
- B. School district staff will provide reasonable emergency care and assistance when a student is undergoing a medical emergency during school or school activities.
- C. School district staff will activate emergency medical services (911) as soon as possible when a student is undergoing a medical emergency during school or school activities.
- D. The parent/guardian will be notified of the emergency as soon as possible.
- E. Notwithstanding this school district policy, IEP and Section 504 teams must develop individualized medical emergency care plans for students when appropriate in accordance with state and federal law.
- F. Parents/guardians who request that emergency care be withheld for their child or who present DNR-DNI orders, shall be advised of and shall be given a copy of this policy.

Legal References: 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C. §§ 12101-12213 (Americans with Disabilities Act)

Cross References:

~~5160 DO NOT RESUSCITATE / DO NOT INTUBATE (DNR/DNI)~~

~~Do Not Resuscitate/Do Not Intubate orders will not be accepted by the school district nor incorporated into individual educational plans or health plans for students served by the School District.~~

~~Public Law 94-142 mandates that a school district provide a free and appropriate education for students with complex needs, including complex health needs. When any student experiences sudden illness or injury, the role of the staff is to render emergency health care to preserve life and prevent disability. In life-threatening emergencies, the emergency medical system (911) will be activated.~~

~~If a DNR/DNI request is presented to school staff, the following procedure will be followed:~~

- ~~1. Do not accept the written or verbal request.~~
- ~~2. Inform parent that a meeting with the Director of Special Services may be requested.~~

~~Adopted: 09-08-1992 ISD 709~~

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

Adopted: _____

MSBA/MASA Model Policy 535
Orig. 2019

Revised: _____

535 SERVICE ANIMALS IN SCHOOLS

I. PURPOSE

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

II. GENERAL STATEMENT OF POLICY

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

III. DEFINITIONS

A. Service Animal

A "service animal" is a dog (regardless of breed or size) or miniature horse that is individually trained to perform "work or tasks" for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual's disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

B. Handler

A "handler" is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, "handler" means the person who cares for and supervises the animal on that individual's behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

C. Work or Tasks

1. "Work or tasks" are those functions performed by a service animal.
2. Examples of "work or tasks" include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.
3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

D. Trainer

A "trainer" is a person who is training a service animal and is affiliated with a recognized training program for service animals.

IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

- A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school- sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.
- B. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:
 - 1. Is the service animal required because of a disability; and
 - 2. What work or tasks is the service animal trained to perform.
- C. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.
- D. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

V. REQUIREMENTS FOR ALL SERVICE ANIMALS

- A. The service animal must be required for the individual with a disability.
- B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.
- C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).
- D. The service animal must be housebroken.
- E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.
- F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.
- G. In the case of a student who is unable to care for and/or supervise his or her service animal, the student's parent/guardian is responsible for arranging for such care and

supervision. In the case of an employee or other individual who is unable to care for and/or supervise his or her service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.

- H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

- A. Students with a disability seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the building principal of the school the student attends. The principal will notify the superintendent or the administrator designated with responsibility to address such requests. School district employees seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.
- B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.
- C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

- A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:
 - 1. Any of the requirements described in Part V., above, are not met.
 - 2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
 - 3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or
 - 4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.
- B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

- A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- B. Whether the handler has sufficient control of the miniature horse;

- C. Whether the miniature horse is housebroken; and
- D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

IX. ALLERGIES; FEAR OF ANIMALS

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

XII. LIABILITY

- A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.
- B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

Legal References: Section 504 of the Rehabilitation Act of 1973
 28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136 (ADA Regulations)
 20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
 Minn. Stat. § 256C.02 (Public Accommodations for Persons with Disabilities)
 Minn. Stat. § 363A.19 (Discrimination Against Blind, Deaf, or Other Persons with Physical or Sensory Disabilities Prohibited)
 Minn. Stat. § 609.226 (Harm Caused by Dog)
 Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

Cross References: MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)
 MSBA/MASA Policy 521 (Student Disability Nondiscrimination)

Adopted: _____

MSBA/MASA Model Policy 615

Orig. 1997

Revised: _____

Rev. 2022

615 TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPs, SECTION 504 PLANS, AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, § 504 accommodation plan (504 plan), or English Learner (EL) needs to participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students.

II. GENERAL STATEMENT OF POLICY

A. Minnesota Test of Academic Skills (MTAS)

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.
2. Participation decisions will be made separately for mathematics, reading, and science. The assessment options are the Minnesota Comprehensive Assessment (MCA) and the MTAS.
3. Eligibility Requirements
 - a. The following requirements must be met for a student with a significant cognitive disability to be eligible for the MTAS:
 - (1) The IEP team must consider the student's ability to access the MCA, with or without accommodations;
 - (2) The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided;

- (3) The IEP team determined the student's cognitive functioning to be significantly below age expectations. The team also determined that the student's disability has a significant impact on his or her ability to function in multiple environments, including home, school, and community;
 - (4) The IEP team determined that the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments;
 - (5) The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.
- b. MTAS participation decisions must not be made on the following factors:
- (1) Student's disability category;
 - (2) Placement;
 - (3) Participation in a separate, specialized curriculum;
 - (4) An expectation that the student will receive a low score on the MCA;
 - (5) Language, social, cultural, or economic differences;
 - (6) Concern for accountability calculations.

B. Alternate ACCESS for ELs

- 1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing.
- 2. Eligibility Requirements
 - a. The student must be identified as EL in MARSS in order to take an English language proficiency assessment.

- b. The student must have a significant cognitive disability. If the student has been identified as eligible to take the MTAS in mathematics, reading, or science, the student meets this criterion.
 - c. For students in grades that the MTAS is not administered:
 - (1) the student must have cognitive functioning significantly below age level;
 - (2) the student's disability must have a significant impact on his or her ability to function in multiple environments, including home, school, and community; and
 - (3) the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments.
 - d. The IEP team must consider the student's ability to access the ACCESS, with or without accommodations.
 - e. The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.
3. Alternate ACCESS participation decisions must not be made on the following factors:
- a. Student's disability category;
 - b. Participation in a separate, specialized curriculum;
 - c. Current level of English language proficiency;
 - d. The expectation that the student will receive a low score on the ACCESS for ELs;
 - e. Language, social, cultural, or economic differences;
 - f. Concern for accountability calculations.

C. EL Students New to the United States

EL students new to the United States will take all assessments, including all academic assessments (math, reading, and science), as well as the English Language Proficiency Assessment (ACCESS).

III. DEFINITION OF TERMS

See the current “Procedures Manual for the Minnesota Assessments” which is produced by the Minnesota Department of Education and available through minnesota.pearsonaccessnext.com.

IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR TESTING

See Chapter 5 of the current “Procedures Manual for the Minnesota Assessments” and 2020-21 Guidelines for Administration of Accommodations and Linguistic Supports http://minnesota.pearsonaccessnext.com/resources/resources-training/manuals/Guidelines%20for%20Accomm_2020-21.pdf

V. RECORDS

All test accommodations, modifications, or exemptions shall be reported to the school district test administrator. The school district test administrator shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for school district audit purposes. Testing results will be documented and reported.

Legal References: Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World’s Best Workforce)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 125A.08 (Individualized Education Programs)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

Eligibility Requirements for the Minnesota Test of Academic Skills (MTAS),

<https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mda2/~edisp/006087.pdf>

Alternate ACCESS for ELLs Participation Guidelines,

<https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mdq5/~edisp/049763.pdf>

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)

MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)

MSBA/MASA Model Policy 613 (Graduation Requirements)

MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)

MSBA/MASA Model Policy 616 (School District System Accountability)

419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

III. DEFINITIONS

- A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of

a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

- B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.
- F. "Vaping" means using an activated electronic delivery device or heated tobacco product."

IV. EXCEPTIONS

- A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

V. VAPING PREVENTION INSTRUCTION

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.
- B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

VI. ENFORCEMENT

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VII. DISSEMINATION OF POLICY

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Children)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)

Replacing: Policy 1140

First Reading: April 26, 2022

Second Reading:

~~1140 TOBACCO-FREE SCHOOL DISTRICT~~

Information and Purpose

~~The School Board has a responsibility to promote a safe and healthy environment for students, staff, and community members. Tobacco use is identified as a major health risk for both the users and the non-users. It is the intention of the School Board to provide school district sites that are tobacco free and, consistent with the messages of health education programs. The School Board believes this policy decision regarding tobacco accommodates the concerns expressed by parents, students, and community officials.~~

~~For the purpose of this policy, the terms "tobacco" and "tobacco-related devices" shall have the meanings given them in Section 609.685 of the Minnesota Statutes and, as state statutes, may be amended by legislative action. Tobacco related devices include electronic cigarettes, electronic cigars, electronic pipes, or any other like products. Electronic cigarettes are defined as any electronic smoking device that can be used to deliver nicotine or any other substance to the person inhaling from the device.~~

Duluth City Code, Chapter 11 Section 9

- ~~A. The smoking or use of tobacco or tobacco related devices within the city by any person below the age of eighteen (18) years is hereby prohibited. Any person of such minor age found smoking or using tobacco or tobacco related devices shall be guilty of a misdemeanor;~~
- ~~B. No person under eighteen (18) years of age shall possess any tobacco or tobacco related devices on his or her person.~~

Policy Statement

~~Smoking and the use of tobacco products or tobacco related devices including electronic cigarettes shall be prohibited on School District facilities. School District facilities include school buildings, school grounds, school owned and leased vehicles, and sites leased by the School District. No one will use tobacco products or tobacco related devices while in or on School District facilities. In addition, it is prohibited to have tobacco products or tobacco related devices in public sight while in or on School District facilities..~~

Exception

~~(MN Statue 144.4169) It shall not be a violation of this policy for an American Indian adult to light tobacco in a public school as part of a traditional Indian spiritual or cultural ceremony, or to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support.~~

~~It shall not be a violation of this policy for an American Indian student to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support with the permission of the student's parent or guardian and with written or verbal notice to the site administrator or principal.~~

Enforcement Procedures

Students (K-12)

~~Students violating any part of this policy, which includes the city code cited above, will be referred to the School District site administrator or designated staff members. Students who are referred to the administration for violation will experience the following disciplinary procedures:~~

- ~~1. **First Violation:** Mandatory police notification; student conference; parent(s) or guardian(s) notification; tobacco ticket.~~
- ~~2. **Second Violation:** 1 day in or out of school suspension.~~
- ~~3. **Third Violation:** 1 to 3 days out of school suspension.~~

Staff

~~Staff members who are in violation will experience the following disciplinary procedures:~~

- ~~1. **First Violation:** a verbal warning by the immediate supervisor.~~
- ~~2. **Second Violation:** a referral to the Employee Assistance Program and a written warning placed in the staff member's personnel file.~~
- ~~3. **Third Violation:** will be cause for dismissal.~~

Other Citizens

~~Citizens in violation of this policy will experience the following:~~

- ~~1. A verbal request to stop the use of tobacco related products on the School District site.~~
- ~~2. Upon refusal to comply, a report will be made to the School District site supervisor who will issue a second verbal warning.~~
- ~~3. If the second warning is ignored, the site supervisor will direct the citizen to leave the site. Should non-compliance continue, local law enforcement personnel will be called.~~

School Neighborhoods

~~It is not the intention of a Tobacco-Free School District Policy to move student tobacco use from the School District site to the immediate neighborhoods; however, School District jurisdiction is limited to the designated School District sites. Should neighbors request assistance, school staff may be dispatched by the site administrator to counsel the students using tobacco in the neighborhood. In addition, local law enforcement personnel may be called to assist.~~

~~Adopted: 08-11-1987 ISD 709~~

~~Revised: 12-12-1989~~

~~07-17-1990~~

~~06-20-1995~~

~~04-23-2013~~

~~12-17-2013 ISD 709~~

801 EQUAL ACCESS TO SCHOOL FACILITIES

I. PURPOSE

The purpose of this policy is to implement the Equal Access Act by granting equal access to secondary school facilities for students who wish to conduct a meeting for religious, political, or philosophical purposes during noninstructional time.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is not to deny equal access or a fair opportunity to, or to discriminate against, any students who wish to conduct a meeting, on the basis of the religious, political, philosophical, or other content of the speech at such meetings.
- B. The school board has created a limited open forum for students enrolled in secondary schools during which noncurriculum-related student groups shall have equal access and a fair opportunity to conduct meetings during noninstructional time.
- C. Student use of facilities under this policy does not imply school district sponsorship, approval, or advocacy of the content of the expression at such meetings.
- D. The school district retains its authority to maintain order and discipline on school premises, to protect the well-being of students and faculty, and to assure that attendance of students at meetings is voluntary.
- E. In adopting and implementing this equal access policy, the school district will NOT:
 - 1. influence the form or content of any prayer or other religious activity;
 - 2. require any person to participate in prayer or other religious activity;
 - 3. expend public funds beyond the incidental cost of providing the space for student-initiated meetings;
 - 4. compel any school agent or employee to attend a school meeting if the content of the speech at the meeting is contrary to the beliefs of the agent or employee;
 - 5. sanction meetings that are otherwise unlawful;
 - 6. limit the rights of groups of students based on the size of the group;
 - 7. abridge the constitutional rights of any person.

III. DEFINITIONS

- A. "Limited open forum" means that the school grants an offering to or opportunity for one or more noncurriculum related student groups to meet on school premises during noninstructional time.
- B. "Secondary school" means any school with enrollment of pupils ordinarily in grades 7 through 12 or any portion thereof.
- C. "Sponsorship" includes the act of promoting, leading, or participating in a meeting. The assignment of a school employee for custodial, observation, or maintenance of order and discipline purposes does not constitute sponsorship of the meeting.

- D. "Meeting" includes activities of student groups which are permitted under a limited open forum and are not directly related to the school curriculum. Distribution of literature does not constitute a meeting protected by the Equal Access Act.
- E. "Noninstructional time" means time set aside by the school before actual classroom instruction begins or after actual classroom instruction ends, including such other periods that occur during the school day when no classroom instruction takes place.

IV. FAIR OPPORTUNITY CRITERIA

Schools in this school district shall uniformly provide that:

- A. A meeting held pursuant to this policy is voluntary and student-initiated;
- B. There is no sponsorship of the meeting by the school or its agents or employees;
- C. Employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;
- D. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- E. Nonschool persons may not direct, control, or regularly attend activities of student groups.

V. PROCEDURES

- A. Any student who wishes to initiate a meeting under this policy shall apply to the principal of the building at least 96 hours in advance of the time of the activity or meeting. The student must agree to the following:
 - 1. All activities or meetings must comply with existing policies, regulations, and procedures that govern operation of school-sponsored activities.
 - 2. The activities or meetings are voluntary and student-initiated. The principal may require assurances of this fact.
- B. Student groups meeting under this policy must comply with the following rules:
 - 1. Those attending must not engage in any activity that is illegal, dangerous, or which materially and substantially interferes with the orderly conduct of the educational activities of the school. Such activities shall be grounds for discipline of an individual student and grounds for a particular group to be denied access.
 - 2. The groups may not use the school name, school mascot name, school emblems, the school district name, or any name that might imply school or district sponsorship or affiliation in any activity, including fundraising and community involvement.
 - 3. The groups must comply with school policies, regulations and procedures governing school-sponsored activities.
- C. Students applying for use of school facilities under this policy must provide the following information to Community Education: time and date of meeting, estimated number of students in attendance, and special equipment needs.
- D. Community Education, in partnership with the building principal has responsibility to:

1. Keep a log of application information.
 2. Find and assign a suitable room for the meeting or activity. The number of students in attendance will be limited to the safe capacity of the meeting space.
 3. Note the condition of the facilities and equipment before and after use.
 4. Assure proper supervision. Assignment of staff to be present in a supervisory capacity does not constitute school district sponsorship of the meeting or activity.
 5. Assure that the meeting or activity does not interfere with the school's regular instructional activities.
- E. The school district shall not expend public funds for the benefit of students meeting pursuant to this policy beyond the incidental cost of providing space. The school district will provide no additional or special transportation.
- F. Nonschool persons may not direct, conduct, control, or regularly attend meetings and activities held pursuant to this policy.
- G. School district employees or agents may not promote, lead, participate in, or otherwise sponsor meetings or activities held pursuant to this policy.
- H. A copy of this policy and procedures shall be made available to each student who initiates a request to use school facilities.

Legal References: 20 U.S.C. §§ 4071-74 (Equal Access Act)
 20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act)
Board of Educ. of Westside Community Schools v. Mergens, 496 U.S. 226, 1105 S.Ct. 2356 (1990)
Good News Club v. Milford Central School 533 U.S. 98, 1215 S.Ct. 2093 (2001)
Child Evangelism Fellowship of Minnesota v. Special Sch. Dist. 1, 690 F.3d 996 (8th Cir. 2012)
Child Evangelism Fellowship of Minnesota v. Elk River Area School Dist. 728, 599 F.Supp. 2d 1136 (D. Minn. 2009)

Cross References: MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)
 MSBA Service Manual, Chapter 13, School Law Bulletin "O" (Equal Access Act)

First Reading: April 26, 2022
 Second Reading: May 17, 2022

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

I. PURPOSE

The purpose of this policy is to provide guidelines for the superintendent to assist in timely disposition of obsolete equipment and material.

II. GENERAL STATEMENT OF POLICY

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. DEFINITIONS

- A. "Contract" means an agreement entered into by the school district for the sale of supplies, materials, or equipment.
- B. "Official newspaper" is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent shall be authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

B. Contracts Over \$175,000

1. If the value of the equipment or materials is estimated to exceed \$175,000, sealed bids shall be solicited by two weeks' published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.
2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.
3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.
4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.

5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$175,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

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

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one

week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:
 - a. another school district;
 - b. the state department of corrections;
 - c. the board of trustees of Minnesota State Colleges and Universities;
 - d. the family of a student residing in the district whose total family income meets the federal definition of poverty; or
 - e. a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.
2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

Legal References: Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (Public Employees Not to Purchase Merchandise from Governmental Agencies; Exceptions; Penalty)
Minn. Stat. § 123B.29 (Sale of School Building at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 645.11 (Published Notice)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin "F" (School District Contract and Bidding Procedures)

First Reading: April 26, 2022

807 HEALTH AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to assist the school district in promoting health and safety, reducing injuries, and complying with federal, state, and local health and safety laws and regulations.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to implement a health and safety program that includes plans and procedures to protect employees, students, volunteers, and members of the general public who enter school district buildings and grounds. The objective of the health and safety program will be to provide a safe and healthy learning environment; to increase safety awareness; to help prevent accidents, illnesses, and injuries; to reduce liability; to assign duties and responsibilities to school district staff to implement and maintain the health and safety program; to establish written procedures for the identification and management of hazards or potential hazards; to train school district staff on safe work practices; and to comply with all health and safety, environmental, and occupational health laws, rules, and regulations.
- B. All school district employees have a responsibility for maintaining a safe and healthy environment within the school district and are expected to be involved in the health and safety program to the extent practicable. For the purpose of implementing this policy, the school district may form a health and safety advisory committee to be appointed by the superintendent. The health and safety advisory committee will be composed of employees and other individuals with specific knowledge of related issues. The advisory committee will provide recommendations to the administration regarding plans and procedures to implement this policy and to establish procedures for identifying, analyzing, and controlling hazards, minimizing risks, and training school district staff on safe work practices. The committee will also recommend procedures for investigating accidents and enforcement of workplace safety rules. Each recommendation shall include estimates of annual costs of implementing and maintaining that proposed recommendation. The superintendent may request that the safety committee established under Minn. Stat. § 182.676 carry out all or part of the duties of the advisory committee or the advisory committee may consider recommendations from a separate safety committee established under Minn. Stat § 182.676.

III. PROCEDURES

- A. Based upon recommendations from the health and safety advisory committee and subject to the budget adopted by the school board to implement or maintain these recommendations, the administration will adopt and implement written plans and procedures for identification and management of hazards or potential hazards existing within the school district in accordance with federal, state, and local laws, rules, and regulations. Written plans and procedures will be maintained, updated, and reviewed by the school board on an annual basis and shall be an addendum to this policy. The administration shall identify in writing a contact person to oversee compliance with each specific plan or procedure.
- B. To the extent that federal, state, and local laws, rules, and regulations do not exist for identification and management of hazards or potential hazards, the health and safety advisory committee shall evaluate other available resources and generally accepted best practice recommendations. Best practices are techniques or actions which, through experience or research, have consistently proven to lead to specific positive outcomes.

- C. The school district shall monitor and make good faith efforts to comply with any new or amended laws, rules, or regulations to control potential hazards.

IV. PROGRAM AND PLANS

- A. For the purpose of implementing this policy, the administration will, within the budgetary limitations adopted by the school board, implement a health and safety program that includes specific plan requirements in various areas as identified by the health and safety advisory committee. Areas that may be considered include, but are not limited to, the following:

1. Asbestos
2. Fire and Life Safety
3. Employee Right to Know
4. Emergency Action Planning
5. Combustible and Hazardous Materials Storage
6. Indoor Air Quality
7. Mechanical Ventilation
8. Mold Cleanup and Abatement
9. Accident and Injury Reduction Program: Model AWAIR Program for Minnesota Schools
10. Infectious Waste/Bloodborne Pathogens
11. Community Right to Know
12. Compressed Gas Safety
13. Confined Space Standard
14. Electrical Safety
15. First Aid/CPR/AED
16. Food Safety Inspection
17. Forklift Safety
18. Hazardous Waste
19. Hearing Conservation
20. Hoist/Lift/Elevator Safety
21. Integrated Pest Management
22. Laboratory Safety Standard/Chemical Hygiene Plan
23. Lead
24. Control of Hazardous Energy Sources (Lockout/Tagout)
25. Machine Guarding
26. Safety Committee
27. Personal Protection Equipment (PPE)
28. Playground Safety
29. Radon
30. Respiratory Protection
31. Underground and Above Ground Storage Tanks
32. Welding/Cutting/Brazing
33. Fall Protection
34. National Emission Standards for Hazardous Air Pollutants for School Generators established by the United States E.P.A.
35. Other areas determined to be appropriate by the health and safety advisory committee.

If a risk is not present in the school district, the preparation of a plan or procedure for that risk will not be necessary.

- B. The administration shall establish procedures to ensure, to the extent practicable, that all employees are properly trained and instructed in job procedures, crisis response duties, and emergency response actions where exposure or possible exposure to hazards and potential hazards may occur.

- C. The administration shall conduct or arrange safety inspections and drills. Any identified hazards, unsafe conditions, or unsafe practices will be documented and corrective action taken to the extent practicable to control that hazard, unsafe condition, or unsafe practice.
- D. Communication from employees regarding hazards, unsafe or potentially unsafe working conditions, and unsafe or potentially unsafe practices is encouraged in either written or oral form. No employee will be retaliated against for reporting hazards or unsafe or potentially unsafe working conditions or practices.
- E. The administration shall conduct periodic workplace inspections to identify potential hazards and safety concerns.
- F. In the event of an accident or a near miss, the school district shall promptly cause an accident investigation to be conducted in order to determine the cause of the incident and to take action to prevent a similar incident. All accidents and near misses must be reported to an immediate supervisor as soon as possible.

V. BUDGET

The superintendent shall be responsible to provide for periodic school board review and approval of the various plan requirements of the health and safety program, including current plan requirements and related written plans and procedures and recommendations for additional plan requirements proposed to be adopted. The superintendent, or such other school official as designated by the superintendent, each year shall prepare preliminary revenue and expenditure budgets for the school district's health and safety program. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for this program and make such adjustments within the expenditure budget to carry out the current program and to implement new recommendations within the revenues projected and appropriated for this purpose. No funds may be expended for the health and safety program in any school year prior to the adoption of the budget document authorizing that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year. The health and safety program shall be implemented, conducted, and administered within the fiscal restraints of the budget so adopted.

VI. ENFORCEMENT

Enforcement of this policy is necessary for the goals of the school district's health and safety program to be achieved. Within applicable budget limitations, school district employees will be trained and receive periodic reviews of safety practices and procedures, focusing on areas that directly affect the employees' job duties. Employees shall participate in practice drills. Willful violations of safe work practices may result in disciplinary action in accordance with applicable school district policies.

Legal References: Minn. Stat. § 123B.56 (Health, Safety, and Environmental Management)
Minn. Stat. § 123B.57 (Capital Expenditure; Health and Safety)
Minn. Stat. § 182.676 (Safety Committees)
Minn. Rules Part 5208.0010 (Applicability)
Minn. Rules Part 5208.0070 (Alternative Forms of Committee)

Cross References: MSBA/MASA Model Policy 407 (Employee Right to Know - Exposure to Hazardous Substances)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

First Reading: April 26, 2022