Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, September 19, 2023
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
6:30 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of the Agenda**
5. **School and Community Recognition**
6. **Public Comment**
7. **Reading Communications, Petitions, Etc.**
8. **Report of the Superintendent**
    - A. Reports from Student School Board Representatives 2
    - B. Superintendent's Report 3
    - C. Schedule of Meetings and Events 14
9. **Report of Standing Committees**
    - A. Committee of the Whole
        - 1) Monthly Committee of the Whole *(September 7, 2023)* 15
    - B. Human Resources/Business Services Committee - September 12, 2023 77
    - C. Policy Committee *(September 7, 2023)* 197
10. **General Board Committee Updates**
11. **Consent Agenda** **233**
12. **Resolutions from Committee Reports**
    - A. B-9-23-3982 - Acceptance of Donations to Duluth Public Schools 548
    - B. B-9-23-3983 - Acceptance of Grant Awards to Duluth Public Schools 549
    - C. B-9-23-3984 - Maximum Levy Certification 551
13. **Special Resolutions and Action Items**
    - A. HR-9-23-3985 Paraprofessionals Collective Bargaining Agreement 552
    - B. HR-9-23-3986 Food Service Employees Collective Bargaining Agreement 588
14. **Questions / Other**
15. **Adjournment**

Student Rep Report on Sept. 19th

The beginning of the school year has been a blast at East this year. We just had our “Welcome back” football game and dance. There was a very good turnout with almost 600 kids! The boys football team has been going well this year. They have a home game on Friday at 6! Other sports in full swing are volleyball, girls and boys soccer, and cross country. Girls soccer has a game tonight, and cross country has a meet in Grand Rapids. Boys soccer has a game this Thursday at East.

New teachers joined us this year in Choir and Orchestra. Both have been very fun in class and the students have been loving them. There is an orchestra retreat on friday at East. The first concert is coming up on on Wed November 8th. Dr Aldrige, the violin chair from DSSYO came and did a lesson for the orchestras today as well.

Stu go has been getting going and putting together many fun events for the year. Some new clubs have joined us this year, like quora and an updated GSA.

“Mean Girls” musical practices have been going on from 26th-29th of october

No phones policy

-good focus

-more bonding

-good changes

-kids have concerns over safety

-Issues in classes

-Halllways are very crowded

Superintendent's Report

September 19, 2023



OUR MISSION

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

OUR VISION

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

OUR CORE VALUES

Learning



Developing a love of learning through life-long inquiry.

Excellence



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

Equity



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

Collaboration



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

Belonging



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

Topics

- Student Reports
- Launching the School Year
- Referendum Updates
- Superintendent Evaluation

Launching the School Year

Highlights:

- Clear strategic roadmap and operational plan focused on:
  - Supporting every student
  - Advancing equity
  - Improving Systems
- New elementary schedule allowing for better instruction
- All schools are PBIS schools
- Completed our move to the District Services Center
- Fully staffed with certified (licenced) staff and better staffed with non-certified (non-licenced)
- Universal free meals with expanded participation

Launching the School Year

Challenges:

- Transportation
  - New routing software
  - Limited drivers and busses
  - New personnel
- Limited access to facilities
- Adjustments to new procedures

FUTURE FORWARD

NOVEMBER 2023 REFERENDUM

Learn more at

FutureForward709.org

Referendum Overview

Residents will vote on a two-question referendum during the election on Tuesday, November 7. If approved, the two questions will provide approximately $7.9 million to protect and strengthen academic and mental health supports, expand and enrich high school curriculum and invest in technology to help students learn.

We used COVID-relief funding to support these services over the past few years, which produced positive outcomes for our students. However, that funding has ended. The referendum would restructure existing debt that is currently paid by our general fund to free up funding to help protect staff levels, provide enhanced programming for high school students and student support services, and authorize a capital projects levy to provide dedicated funds for investments in student technology.

The referendum is a community-wide decision. Our district's goal is to ensure everyone has the facts they need to make an informed vote on or before Election Day.

Referendum Overview

Current informational efforts:

- Press Conference Thursday
- Social Media Campaign
- Staff Informational Meetings
- PTA Informational Meetings
- Outreach to Other Groups
- Newsletter Updates
- Television and Print Media Opportunities
- Future Forward 709 Website
- Draft Referendum Video

Superintendent Evaluation

Utilized the MSBA document, “A Goals- and Standards-Based Superintendent Evaluation: A Resource for School Board Members and Superintendents”

Three goals were selected for the 2022-23 school year:

- Strategic Planning
- Budget Development and Maintenance
- Relationships with the Community

Superintendent Evaluation

Three goals were proposed for the 2023-24 school year:

Standard 2. School District Finances

- Element 2.d. Bond and Levy Campaigns

Standard 3. Communication and Community Relationships

- Element 3.f. Visibility and Approachability

Standard 6. Teaching and Learning

- Element 6.b. School Improvement

Schedule of Meetings and Events

We have transitioned out of the UnitedHealth Group Building (UHG) into our permanent location:
District Services Center, 709 Portia Johnson Drive, Duluth, MN 55811.
Going forward all school board meetings will be held at this location in the Board Room.

Public Comment Guidelines

The Schedule of Meetings and Events is Subject to Change.

Week of September 18 - September 22, 2023

Tuesday	September 19, 2023	5:00 p.m.	Special [Closed] Session - Supt. Evaluation District Services Center 709 Portia Johnson Dr.
Tuesday *Member Oswald will be attending remotely from 615 N. 56th Ave. W., Duluth, MN 55807*	September 19, 2023	6:30 p.m. (or to immediately follow Special [Closed] Session)	Regular School Board Meeting* District Services Center 709 Portia Johnson Dr.
Thursday	September 21, 2023	6:00 p.m.	Education Equity Advisory Committee (EEAC) District Services Center 709 Portia Johnson Dr.

Week of September 25 - September 29, 2023

None

Week of October 2 - October 5, 2023

Tuesday	October 3, 2023	3:30 p.m.	Policy Committee District Services Center 709 Portia Johnson Dr.
Tuesday *Member Oswald will be attending remotely from 615 N. 56th Ave. W., Duluth, MN 55807*	October 3, 2023	4:30 p.m. (or to immediately follow Policy Committee)	Monthly Committee of the Whole District Services Center 709 Portia Johnson Dr.

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**If a Regular School Board meeting is canceled and cannot be held on the regularly scheduled date listed above, due to weather or unforeseen circumstances, it will be held the very next day at the same time and location.*

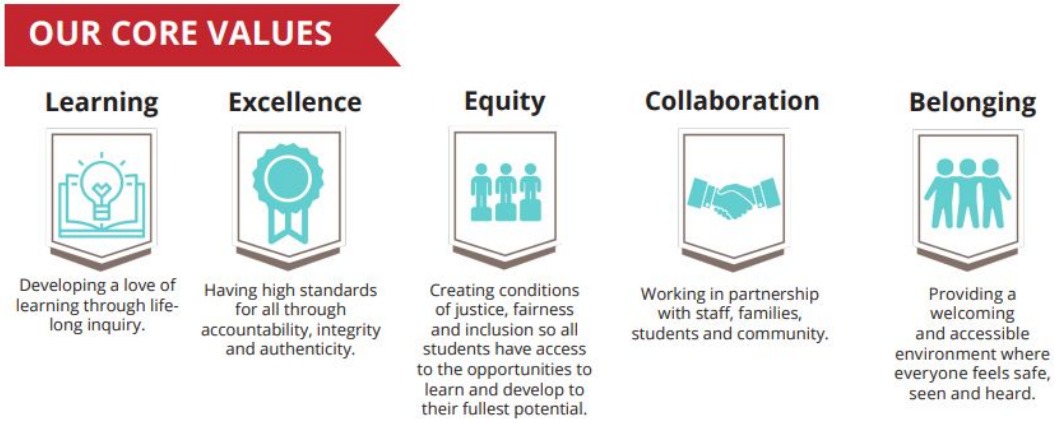
Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, September 7, 2023
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **AGENDA ITEMS**
   - A. Action Items - Consent Agenda
     - 1) Presentation Items Requiring Approval
     - 2) Resolutions
     - 3) Other Action Items
   - B. Informational Items
     - 1) **School Begins, The Last Weeks of Summer, and Transportation**
     - **Video of Unity in our Community. Story North**
     - 2) **Supporting Every Student - Kindergarten Task Force Update** **2**
     - 3) **Booster Club Guidelines 2023-2024** **10**
     - 4) **Improving Systems - Recruiting and Retaining** **21**
     - 5) **Improving Systems and Enhancing Board Communication with the Public**
     - 6) **2022/23 Resolution of Concurrence and Non-Concurrence**
     - 7) **Student Performance Data and Key Improvement Strategies and Efforts** **31**
     - 8) Presentations
   - C. Other
4. **ADJOURN**

Kindergarten Task Force

Why Kindergarten Task Force?

- Data-driven and Historical Analysis
- Evaluating Systems
- Advancing Equity
- Core Values



Why Kindergarten Task Force? Data-Driven

				Stowe		Lakewood		Laura Mac		Myers-Wilkins		Piedmont		Homecroft		Congdon		Lester Park		Lowell Eng/Mis		Lowell NV		District			
				Early Reading		Early Reading		Early Reading		Early Reading		Early Reading		Early Reading		Early Reading		Early Reading		Early Reading		Spanish Early Reading		Early Reading			
	Grade	22/23	Risk Level	%	Gain / Loss	%	Gain / Loss	%	Gain / Loss	%	Gain / Loss	%	Gain / Loss	%	Gain / Loss	%	Gain / Loss	%	Gain / Loss	%	Gain / Loss	%	Gain / Loss	%	Gain / Loss		
Post-COVID	22/23	Fall	Low	36		71		43		38		38		57		57		65		46		95		54.6		22/23	Post-COVID
			Some	54		29		47		55		47		34		30		30		33		5		36.4			
			High	10		0		10		7		16		9		13		4		20		0		8.9			
		Spring	Low	28	-8	71	0	51	8	11	-27	12	-26	40	-17	47	-10	61	-4	19	-27	83	-12	42.3	-12.3		
			Some	34	-20	22	-7	20	-27	47	-8	31	-16	41	7	30	0	33	3	26	-7	11	6	29.5	-6.9		
			High	38	28	7	7	29	19	42	35	57	41	18	9	23	10	6	2	56	36	6	6	28.2	19.3		
	21/22	Fall	Low	28		68		26		32		35		66		65		61		45		91		51.7		21/22	
			Some	49		28		41		44		35		32		25		35		38		9		33.6			
			High	23		5		33		24		30		3		11		4		17		0		15.0			
		Spring	Low	15	-13	68	0	12	-14	21	-11	35	0	35	-31	51	-14	53	-8	17	-28	66	-25	37.3	-14.4		
			Some	23	-26	28	0	33	-8	21	-23	30	-5	47	15	29	4	20	-15	23	-15	22	13	27.6	-6.0		
			High	62	39	5	0	55	22	59	35	35	5	18	15	20	9	27	23	59	42	12	12	35.2	20.2		
Pre-COVID	18/19	Fall	Low	23		39		14		18		42		65		60		51		35				38.6		18/19	Pre-COVID
			Some	41		29		36		26		26		30		24		37		35				31.6			
			High	36		32		50		56		32		4		16		13		29				29.8			
		Spring	Low	5	-18	55	16	25	11	10	-8	55	13	52	-13	61	1	81	30	35	0			42.1	3.6		
			Some	21	-20	26	-3	14	-22	6	-20	18	-8	17	-13	18	-6	11	-26	16	-19			16.3	-15.2		
			High	74	38	18	-14	61	11	84	28	27	-5	30	26	20	4	9	-4	48	19			41.2	11.4		
	17/18	Fall	Low	37		29		50				36		30		60		66		23				41.4		17/18	
			Some	34		45		22				36		34		19		29		43				32.8			
			High	29		26		28				28		36		21		5		34				25.9			
		Spring	Low	0	-37	18	-11	22	-28			53	17	36	6	51	-9	83	17	26	3			36.1	-5.3		
			Some	29	-5	42	-3	22	0			19	-17	30	-4	30	11	9	-20	17	-26			25	-8		
			High	71	42	39	13	56	28			28	0	34	-2	19	-2	8	3	57	23			39.0	13.1		
	16/17	Fall	Low	33		30		42		40		36		60		75		66		47				47.7		16/17	
			Some	42		45		30		35		37		19		19	19	23		16				29.6			
			High	25		24		27		25		27		21		6		11		37				22.6			
		Spring	Low	14	-19	42	12	36	-6	21	-19	35	-1	55	-5	63	-12	73	7	32	-15			41.2	-6.4		
			Some	14	-28	18	-27	30	0	19	-16	24	-13	30	11	16	-3	19	-4	16	0			20.7	-8.9		
			High	72	47	39	15	33	6	60	35	42	15	15	-6	21	15	8	-3	53	16			38.1	15.6		

Why Kindergarten Task Force? Evaluating Systems

P-3 Leadership

- Analyzed Historical Data
  - Across elementary as a system
- Current Practice
  - Asked ourselves if current practices best matched needs of young learners

"Kinder" Garden: Where Our Young Learners Blossom & Grow

- Vertical Professional Development
  - Collaboration between PreK & K-5 programs
  - From PreK to kinder to administrators
- Playful Learning Embedded in Instruction
  - Socially interactive; actively engaging; developmentally aligned; joyful
  - Research supported in multiple realms

New Elementary Schedule

- Classroom Structure
  - Opportunity to reimagine kindergarten classroom structure
- Instruction Expectations
  - Recognize need for expectations in meeting instructional minutes while at the same time prompting developmentally appropriate learning environment and engagement



Why Kindergarten Task Force? Advancing Equity

Kindergarten provides children with a safe, culturally responsive, and developmentally appropriate environment and the opportunity to receive a world-class education.

Kindergarten offers access to opportunities for all children and families including developmentally appropriate, evidence-based instruction, and programming; interaction with similar-aged peers; and meal services, transportation, and out-of-school programs.

- MN Department of Education

Kindergarten Plays a Critical Role in Educational Equity

Kindergarten Vision Statement

In Duluth Public Schools, every kindergartener, every day, will be welcomed into a safe and supportive space where they are academically challenged with developmentally appropriate, joyful, and playful learning experiences. Students are empowered to discover their creativity and curiosity to foster a foundation of lifelong learning.



Consistent, Common Kinder Experience

Collaboration: District-wide Expectations

- No matter where a child attends elementary school within Duluth Public Schools, they will receive a consistent, common, engaging kindergarten experience
- Shared learning, conversation, and decisions surrounding literacy instruction and playful learning integration
- Creating common language around daily instructional blocks



Discovery Labs

Small group, open-ended activities; freedom to discover learning through student choice with materials and through exploration

Learning Labs

Core math & literacy block activities: small group, grade level, standards aligned, content-focused

WIN (What I Need Time)

A time for interventions and services; enrichment and remediation; whole group and/or small group

District Partnership

Through collaboration with kindergarten teachers and shared learning, proposal to District in support of integrated playful learning opportunities.

- **Approved Investment**
  - Materials and resources supporting meaningful, intentional embedded playful learning

- **Integral to Developmentally Appropriate Instruction**
  - Part of bringing playful learning back into kindergarten

- **Critical to developing students who can…**
  - Experience joy in learning
  - Self-regulate
  - Collaborate and communicate successfully with peers
  - Practice developmentally appropriate skills



Outside Organizations 10

All financial activity of outside organizations, including banking, accounting and reporting must not be managed, accounted or reported by the district, nor are they part of the school district's General Fund 01. However, the district business office may provide guidance to the groups listed below regarding the processing of transactions between the district and these groups. These groups **cannot** use the district's tax identification number. Examples of such groups include, but are not limited to, the following:

- Booster Club
- Parent Teacher Organizations (PTOs)
- Staff related accounts (Sunshine Funds)
- School Foundations

Due to potential conflicts of interest, school employees must not direct or influence the activities of the groups listed above or similar groups. For example, employees cannot be a controlling member on a board of these organizations.

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Actions Booster Clubs Should:

- Volunteer time and raise money.
- Contribute funds to better enhance the team or organization's performance.
- Print promotional items like team schedules and programs (subject to approval by the head coach/AD).
- Organize team events, such as team meals. Listen and work closely with the head coach.
- Discuss as official business any item that meets the definition or function of a booster club as outlined on the previous page.

Actions Booster Clubs Should Not:

- Openly discuss or perform a performance review of the head coach or coaching staff.
- Review the performance of a coach. Staff evaluations are solely the responsibility of the school district.
- Openly discuss playing time issues.
- Connect funding to playing a role in hiring or firing of coaches or directors.
- Offer up a petition by booster club members to hire/fire a coach.
- Plan, organize, or attempt to implement an off-season training program without direction or consent from the head coach.
- Discuss as official business any item that does not meet the definition and function of a booster club as outlined on the previous page.
- Organize a off-season camp using the school name without consent of the School and the Head Coach.

Banquets

- The head coach is responsible for all facets of the end-of-season awards banquet. The head coach may delegate these responsibilities to the booster club; however, the program and the agenda must be approved by the head coach.
- The awards given out at the banquet are the sole responsibility of the head coach.
- Alcohol should not be present at banquets.

Advertising

- The Activities office **must approve** all advertisements in printed programs or other print materials for events. Please email or fax a copy of your ads for approval prior to printing.
- The Activity office reserves the right to pull programs that have not been approved or are not consistent with district values.

Fundraisers

- Fundraising is a necessary part of high school athletics today. We are very thankful for the efforts of parents and booster clubs.
- Be aware that membership on a team and/or playing time is not affected in any way by the amount of money raised by a participant.
- Booster club donations should be refunded to students who do not make the final roster.

Booster Clubs Sponsored Captains' Practices

- No coaches — paid or volunteer – can supervise captains' practices. Adult supervision is required at captains' practices.
- Captains' practices may be scheduled up to two weeks before the start of the season. Student participation should never be mandated or required.

MSHSL Basics

- Coaches are allowed to work with their teams only during the designated MSHSL season and the summer waiver period.
- Booster clubs are prohibited from paying for an athlete's sport participation fee or for fees to attend a camp or clinic.
- Visit the Minnesota State High School League website for more information, www.mshsl.org.

Thank You!

This document was created to set guidelines for communication between booster clubs and our high school program. It is meant to be a tool used to better relationships, clarify procedures and rules, and set the stage for a successful season.

Parents, without your help we would not be able to provide quality activity programs for all Duluth Public Schools students.

Thank you.

For more information, visit isd709.org

Duluth Schools Activities Offices

Denfeld High School
(Phone)218-336-8830 - AD x1948
East High School
(Phone) 218-336-8845 - AD x2151
Lincoln Park Middle School
(Phone) 218-336-8880
Ordean East Middle School
(Phone) 763-506-6821

Rev. 8/31/23

Duluth Public Schools Activities

Booster Club Reference Guide



A reference guide for Booster Clubs on guidelines & procedures required by: Duluth Public Schools

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

Purpose of Booster Clubs

A booster club is defined as “an organization that is formed to **help support the efforts of a sports team or organization**. Support is shown in many ways, including volunteering time, raising money, and contributing funds to better enhance the team or organization’s performance.”

Title IX Compliance

Title IX regulations prohibit aiding and perpetuating discrimination by “providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students.”

Communication/Conflict Protocol

This communication protocol was developed to help promote direct communication so problems and concerns can be addressed quickly, efficiently, and effectively between parties involved.

COACH/ADVISOR/DIRECTOR
Students are encouraged to express their concerns directly with their coach/advisor. Parents can contact the coach/advisor via email or telephone.

↓

VARSITY HEAD COACH/HEAD ADVISOR
If the concern is not resolved, then the student and parent should discuss the matter with the activity’s Varsity Head Coach/Head Advisor. If the head coach/ head advisor is the person you contacted previously, please proceed to the next step.

↓

ACTIVITIES DIRECTOR
If a student or parent is dissatisfied with the response from the Head Coach or Head Advisor, please contact the Activities Director at your school.

↓

PRINCIPAL
If you still have concerns after speaking with the Activities Director, please contact the Principal at your school.

↓

ASSISTANT SUPERINTENDENT
If your concern has not been resolved through the Principal’s office, please contact the Assistant Superintendent Office - 218-336-8739

Getting Started

Define your mission: Your mission statement should define who the booster is, why you exist, who will benefit from your work and what your core priorities and activities are.

Choose a name: Check for name availability and reserve your booster club name with the Minnesota Secretary of State Office – www.sos.state.mn.us.

Enlist and Elect a board of directors: At minimum you will need to have a President, Treasurer, and Secretary. It is also recommended to have a Vice President and chairs for your various activity committees.

Notify the school/administration: Please provide the Athletic Director at your school with your new booster club information.

Legal Compliance

Each Club will remain in good standing with State and Federal Laws to be recognized as a “Booster Club” by the district.

Obtain a Federal Tax ID #:

Organizations must be incorporated before applying for Federal ID # (EIN). When opening bank accounts, you may be asked to provide your EIN.

Complete your Articles of Incorporation:

The articles establish the existence of your new nonprofit organization. The Minnesota Council of Nonprofits website has templates for creating your Articles of Incorporation.

Develop your Bylaws:

How your organization will run on a day to day basis is defined in the bylaws. The roles of the board members are explained and the rules of how the organization will operate are defined in the bylaws.

Incorporate as a Nonprofit Organization:

File your Articles of Incorporation with the Minnesota Secretary of State. This can be done online and there is a small fee.

501c3 – Income Tax Exempt:

A 501c3 is a specific type of public charity that has gained permission from the IRS to raise money from the public for an approved purpose and is exempted from paying federal income tax. Applications and annual filings are required.

File form 1023ez to be an exempt organization.

Charitable Organization:

An organization that solicits or intends to solicit contributions from Minnesota residents in excess of $25,000 are required to register with the Charities Divisions of the Attorney General’s Office.

Suggested Practices for Finances

1) Treasurer report should contain all transactions that took place prior to the meeting.
2) Finances of each club should be open to all members
3) A paid coach should not have check writing authority.
4) It is vital that **two people** should be involved in the authorization and signing of any check.
5) All purchases must go through the school district (see below).
6) At least two members should tabulate all funds collected.
7) Boosters may not use Duluth Public Schools' Tax ID o Tax Exempt Numbers.
8) For the purpose of good communication with families, Duluth Public Schools may need to request tax statements, receipts, expenditures, and balances.
9) Boosters should not pay any coach directly or play a role in the amount a coach is paid.

Purchasing

Booster clubs wishing to purchase equipment for their teams must go through the head coach and the activities director for approval. **Boosters clubs should not purchase equipment independently.** When equipment is purchased from donated funds it becomes the property of the school district.

After approval, the booster club should donate the funds to the activities department, specifying its purpose. The activities office will then complete a purchase order. All equipment and supplies must be shipped to school office.

The activities department cannot give out the school district tax-exempt number. Sponsors making donations must follow the above process for purchasing equipment.

Billing to Booster Clubs

All transportation, fees, and equipment purchases must be approved by the head coach and the Activities Director.

Prior to the trip the activities department will bill booster clubs for bus transportation that exceeds the district budget.

The activities department will bill booster clubs for any fees for tournaments or games that exceed the given district budget.

The district may bill booster clubs for supplies/equipment that exceeds the district budget. All donations must be turned into the Activities Office prior to ordering.

Duluth Public Schools Booster Club Information

A booster club is defined as "an organization that is formed to help support the efforts of a sports team or Activity program. Support is shown in many ways, including volunteering time, raising money, and contributing funds to better enhance the team or organization's performance."

Booster clubs may raise money by printing promotional items like team schedules and programs, however, they MUST be given clearance by the Activities Department. They can organize team events, such as pre- or post-game dinners or social events during the season. Booster clubs may perform, meet, or organize in accordance with the ISD 709 rules and guidelines governing booster clubs.

1. What type of fundraising group are you?

   Mark only one oval.

   - ◯ External Booster Club (outside of ISD 709) - Registered 501c3
   - ◯ External Team Support Group - Not a registered Booster Club
   - ◯ Internal club or activity (inside of ISD 709)

2. What sport or activity is your club representing?

   _____

3. What is the official name of your booster club or support group?

   _____

4. Who is the main contact for your booster club, please provide contact information

_____

5. Please provide the members of your Booster Club Board or group

_____

6. If applicable, what is your Federal Taxpayer Identification number

_____

7. If applicable, what is your State Employer's ID number

_____

8. Booster Clubs/Groups set up as non-profits need to demonstrate to the district that they are complying with applicable laws pertaining to reporting of revenue and expenditures as a for profit corporation, partnership or individual. Does your booster club comply?

Mark only one oval.

- ◯ Agree

9. Booster Clubs must comply with applicable charitable laws, which include:

Check all that apply.

- [ ] Become Incorporated in the State of Minnesota
- [ ] Register with the State Attorney General's Office as a charitable organization
- [ ] Requested recognition from the IRS as an exempt organization by filing Form 1023
- [ ] Applicable with the IRS and annually file Charitable Organization Annual Report with the Minnesota Attorney General's office?

10. We understand that Booster clubs wishing to purchase athletic equipment for their teams must go through the head coach and the athletic department for approval.

Mark only one oval.

- ◯ Agree

11. Actions Booster Clubs SHOULD DO

Check all that apply.

- [ ] Support the team, coaching staff, and participants by volunteering time and to raise money
- [ ] Contribute funds to enhance the performance of the team or organization.
- [ ] Print promotional items like team schedules, programs (subject to approval by the head coach/AD)
- [ ] Help organize team events (ie team meals, banquets, etc.) in collaboration with the head coach
- [ ] Discuss as official business any item that meets the definition or function of a booster club as outlined.
- [ ] Provide financial statements (detailed assessments) regarding booster club accounts to all parents and coaches if requested.

12. Actions Booster Clubs SHOULD NOT DO

Check all that apply.

- [ ] Openly discuss or distribute a performance review of the head coach or coaching staff.
- [ ] Openly discuss playing time issues.
- [ ] Use booster funds to influence the hiring/firing of any member of the coaching staff
- [ ] Offer up a petition by booster club members to hire/fire a coach.
- [ ] Plan, organize, or attempt to implement an offseason training program without direction or consent from the head coach
- [ ] Discuss as official business any item that does not meet the definition and function of a booster club as outlined on the previous page.
- [ ] Organize a off-season camp using the school name without consent of the School and the Head Coach.

13. **Advertising -** ***The Activities offices must approve all advertisements in printed programs for Denfeld and East events.***

Check all that apply.

- [ ] Game programs must be approved by the Activities Officer. Please email or fax a copy of your ads for approval prior to the Activities Director at EHS or DHS.
- [ ] Duluth East and Denfeld Activity offices reserve the right to pull programs that have not been approved or not consistent with district values. This includes businesses that do not meet our education athletic program culture.
- [ ] Booster clubs or teams are not allowed to post advertisements or signage on ISD 709 property, buildings, fences, or grounds (unless approved by the activities office).
- [ ] These activities must be coordinated through the East and Denfeld Activities Offices.

14. We understand that Boosters clubs should not purchase equipment independently and when equipment is purchased, from donated funds, it becomes the property of the school district.

Mark only one oval.

- ◯ Agree

15. We understand that after the head coach and the activities director have approved an equipment request, the booster club should donate the funds to the athletic department, specifying its purpose

Mark only one oval.

- ◯ Agree

16. Booster clubs should not order materials directly or have materials shipped to a home.

Mark only one oval.

◯ Agree

17. Booster Clubs must comply with all of the following

Check all that apply.

☐ Treasurer report should contain all transactions that took place prior to the meeting
☐ Finance of each booster club should be open to 100% of all members
☐ At no time should a paid coach have check writing authority
☐ It is It is mandatory that two people should be involved in the authorization and signing of any check
☐ All purchases must go through the school district Activities Office
☐ At least two members should tabulate all funds collected
☐ Boosters should not pay any coach directly or play a role in the amount a coach is paid

18. Title IX Compliance

Title IX regulations prohibit aiding and perpetuating discrimination by "providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students."

Mark only one oval.

◯ Agree

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Google Forms

Recruiting and Retaining

Improving Systems-Progress Monitoring
Committee of the Whole

September 7, 2023

Our Vision

The Duluth Public Schools Recruitment and Retention Plan will serve as the strategic blueprint for recruiting, hiring and retaining quality employees in the Duluth Public School District.

It is a yearly process of attracting, developing, supporting and retaining highly qualified teachers and support staff at schools and across the district.

Key Tasks

- Define Recruitment Needs
- Develop a compelling recruitment message
- Create a recruitment/retention plan

Recruitment Needs

- Assess staffing requirements across all departments and identify where recruitment is needed.
  - Meet with building and department leaders three times during the school year to review staffing.
- Identify all viable applicants and to motivate individuals to seek employment within our district.
  - Discuss strategies to fill hard-to-fill positions.

Recruitment messaging

- Candidates need motivation to work for ISD709.
- That motivation comes from the recruitment message.
- Employer messaging affects recruitment of new employees, retention and engagement of current employees, and the overall perception of the District.

Recruitment Messaging

- Who are we?
  - Alignment of mission, vision and core values
- Why are we an employer of choice?
  - Work Environment
  - Culture
  - Career
- What do we offer?
  - Benefits
  - Compensation
  - Professional Development

Recruitment/Retention Plan

This is the first phase of a multi-year development process of attracting, developing and retaining highly qualified teachers and staff at our schools and across the district.

Recruitment/Retention Plan

- Updated, abbreviated, job specific application process
- Clear Recruitment Materials
- Hiring Timelines
- Increase job posting locations, Utilize Social Media
- Attend job fairs/recruitment events
- Grow your Own
- Diverse screening and interview teams
- Staff Interview Training

https://www.isd709.org/careers/apply-now

https://business.calm.com/resources/blog/tackling-teacher-stress-burnout-post-pandemic/?utm_source=linkedin&utm_medium=social&utm_campaign=Q3_23_DuluthPublicSchools_Blog





Questions?

Student Performance Data
&
Key Improvement Strategies and Efforts

Grounding

- How well a child does in school is not simply measured by how high they score on a test.
- We use several types and levels of data to assess how to best support our students.
- This is just one type of high-level data we use. It's primary purpose is a "system check" to gauge our district's implementation of state standards.

Categories and Levels of Data

	Student Achievement Data	Student Non-Academic Data	Perception Data	Program Data	Fidelity Data
Question	How are our students doing?	Who are we?	How are we seen by others and how do we see ourselves?	How effective are our programs, policies, and processes?	Are we doing what we said we would?
Description	Data from classwork and various assessments	All other student data	Opinions and perceptions of us and how we are doing	Info about the effectiveness of programs, policies, and processes	Measures adult behavior and extent to which a strategy or system is implemented

Center for Educational Leadership also looks at **levels of data**, and emphasizes the importance of street-level data.

- Satellite - Large grain, points in a general direction, requires further investigation
- Map -Medium grain, points in a slightly more direction
- Street - Fine-grain, require focused listening and observation, inform and shape our next moves

Balanced Assessment System

	Formative Assessments	Formal Classroom Assessments	Diagnostic Intervention Assessments	Interim Benchmark and Screening Assessments	External Summative Assessments
	Classroom		District or School		State
Purpose	·Assesses learning during lessons to guide next steps in instruction	·Assesses retained learning across related lessons	·Diagnoses strengths and/or areas for growth	·Identifies skill gaps and offers recommendations for instruction and intervention	·Evaluates implementation of state standards
Description	·Provides evidence of learning as it is developing ·Useful to educators and students to inform next steps in learning	·Provides evidence of retained learning across related lessons ·Most useful to educators and students to adjust learning and instruction	·Provides evidence of student strengths and needs in specific skill areas to inform instructional supports ·Most useful to educators to inform targeted instruction and intervention in specific skill areas	·Provides one piece of data used to identify students who may benefit from additional support ·Most useful to groups of teachers school leaders for measuring progress and longer-term planning	·Provides summarized evidence of retained learning of the standards ·Most useful to school and district leaders to evaluate curriculum and programs
How Often	·Ongoing, during learning	·Weekly, monthly	·As needed	·2-3 times per year	·Once per year
Examples	·Exit tickets, class polls	·End of unit assessments, quizzes, performance tasks	·FASTBridge ·PRESS ·Bridges	·FASTBridge ·Desired Results Developmental Profile	·MCA, MTAS ·ACCESS

Additional Context for Reviewing New Data

- The Summary of Achievement Data includes the test results for all students who took the MCA or MTAS.
- This data is reported as Percent Proficient.
  - Percent Proficient = percentage of students who met or exceeded the state standards on the state tests
- Cells with 10 or fewer students are intentionally left blank to maintain student data privacy.
- State assessments were not administered in 2019-2020 due to the pandemic.
- There were historically low testing participation rates in 2021.

Additional Context for Reviewing New Data

- Data included in Minnesota Report Card and 2023 North Star data calculated using 8 state-defined racial and ethnic codes.
  - Primary difference is the state definition of American Indian
  - Historic data was recalculated beginning in 2018-2019
  - Historic North Star Accountability data was not recalculated

- State Definition of American Indian:
  - Persons having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.
  - Any student or descendent from a U.S. (other than Hawaiian) or Canadian tribe, regardless of other racial backgrounds.

Summary of Achievement Data

All Students Tested

	Increase	Decrease	Stayed Same	Above State	Below State	On Par with State
READING by Group	American Indian Asian English Learners Free/Reduced	All Students Hispanic or Latino Black or African American White Two or More Races	Special Education	All Students American Indian Asian Hispanic or Latino White English Learners Free/Reduced	Black or African American Two or More Races Special Education	38
READING by Grade	4 5 6	3 7 8 10		3 4 5 6 7 8 10		
READING by School	Lakewood Laura MacArthur Lowell Lowell Spanish Imm Piedmont Denfeld Merritt Creek	Congdon Homecroft Lester Park Stowe Lincoln Park East Chester Creek Rockridge	Myers-Wilkins	Congdon Homecroft Lakewood Lester Park Lowell Spanish Immersion Ordean East East	Laura MacArthur Lowell Myers-Wilkins Piedmont Stowe Lincoln Park Denfeld Chester Creek Merritt Creek Rockridge	52

	Increase	Decrease	Stayed Same	Above State	Below State	On Par with State
MATH by Group	American Indian Asian Hispanic or Latino English Learners Free/Reduced	Black or African American Two or More Races	All Students White Special Education	Asian Hispanic or Latino English Learners	American Indian Black or African American White Two or More Races Special Education Free/Reduced	All Students 39
MATH by Grade	4 6 7	3 8 11	5	4 5 7	6 11	3 8
MATH by School	Congdon Lakewood LauraMacArthur Lowell Lowell Spanish Imm Ordean East Merritt Creek Rockridge	Piedmont Denfeld Chester Creek	Homecroft Myers-Wilkins Stowe Lincoln Park East	Congdon Homecroft Lakewood LesterPark Lowell Spanish Imm Ordean East East	Laura MacArthur Lowell Myers-Wilkins Piedmont Stowe Lincoln Park Denfeld ALC Chester Creek Merritt Creek Rockridge	53

	Increase	Decrease	Stayed Same	Above State	Below State	On Par with State
SCIENCE by Group	Asian Hispanic or Latino Two or More Races Free/Reduced	American Indian Black or African American White Special Education	All Students	All Students American Indian Asian Hispanic or Latino White Two or More Races English Learners Special Education Free/Reduced	Black or African American	40
SCIENCE by Grade		High School	5 8	5 8 High School		
SCIENCE by School	Congdon Laura MacArthur Lowell Spanish Imm Myers-Wilkins Lincoln Park Merritt Creek	Homecroft Lakewood Lowell Piedmont Stowe Ordean East Denfeld East Rockridge	Lester Park	Congdon Homecroft Lakewood Lester Park Lowell Lowell Spanish Immersion Piedmont Ordean East East	Laura MacArthur Myers-Wilkins Stowe Lincoln Park Denfeld Merritt Creek	54

Celebrations - Achievement Data (All Students Tested)

- Grade 5 is above the state in all three tested areas.
- Asian, Hispanic or Latino, and English Learners are above the state in reading, math, and science.
- Laura MacArthur, Lowell Spanish Immersion, and Merritt Creek made increases in reading, math, and science.
- Congdon, Homecroft, Lakewood, Lester Park, Lowell Spanish Immersion, Ordean East, and East are above the state average in reading, math, and science.

Challenges - Achievement Data (All Students Tested)

- Reading, math, and science proficiency for Black or African American students decreased and is below the state in all three tested areas
- Special Education is below the state in reading and math; performance decreased or stayed the same in all three tested areas
- Laura MacArthur, Myers-Wilkins, Stowe, Lincoln Park, Denfeld, and Merritt Creek are below the state average in reading, math, and science

North Star Accountability Update

North Star Accountability System

- Purpose: Identifies schools for support under the federal Every Student Succeeds Act (ESSA)
  - Required for the state to receive Title I funds
- Uses several indicators to identify schools, including:
  - Stage 1: Academic Achievement, Progress Toward English Proficiency
  - Stage 2: Academic Progress, Graduation Rates
  - Stage 3: Consistent Attendance
- Uses the MCA and MTAS data reported in previous slides to determine academic achievement and academic progress.
  - Specific enrollment criteria to determine if and to which school a student will "count"
  - Students who "opt-out" or are absent are considered not meeting the standards/not proficient in accountability calculations

North Star Accountability System

- We use “All Students Tested” for our systems check rather than North Star calculations for Academic Achievement
- Identifications occur every 3 years; 2023 is not an identification year
- In 2022, our district + 7 schools were identified as needing additional support. Two additional schools did not meet exit criteria and are also receiving support.
- 2022 and 2023 North Star data by racial group should not be compared - federal race codes were used in 2022; state race codes were used in 2023
- Graduation Rates and Consistent Attendance data are reported one year behind other data
- 2021 and 2022 Consistent Attendance data should not be compared due to differences in calculations used and variations in attendance practices across the state during the pandemic

North Star Accountability System

Designation: Targeted		
Myers-Wilkins*	Student group(s) performing similarly to the lowest 5% of Title I schools based on performance in Stages 1-4 (at least one indicator in each stage)	Black
Laura MacArthur*		Special Education, Free/Reduced Priced Lunch, Two or More Races
Lowell		Special Education
AEO		White

*Note: *Myers-Wilkins and Laura MacArthur were also identified in areas under Comprehensive Support. They will receive the greater degree of support. Congdon was previously identified, did not meet exit criteria, and will receive continuous, targeted support.*

North Star Accountability System

Designation: Comprehensive Support		
Piedmont	Same student group performing similarly to the lowest 5% of Title I schools for 2 identification cycles (at least one indicator in each stage)	Special Education
Myers-Wilkins		Special Education
Laura MacArthur	Lowest 5% of Title I schools based on performance in Stages 1-4	Average of averages across 3 fiscal years
ALC	Four-year graduation rate below 67%	All Students

Note: Stowe was previously identified, did not meet exit criteria, and will receive continuous, comprehensive support.

Additional Data

Internal District Data Reports

Public File: District-At-A-Glance Reading, Math, and Science Results By School

Public File: District At-A-Glance Reading, Math, and Science Results By Student Group

Public File: District At-A-Glance Reading, Math, and Science Results By Grade

Public File: Reading, Math, and Science Results By School, By Grade

Public File: Reading, Math, and Science Results, By School, By Student Group

Public File: Reading, Math, and Science Results By Student Group (with Comparison Data)

State, District, School North Star Accountability Data

2023 North Star Accountability Data File

2022 North Star Accountability Data File

Additional Data Available on MDE Website

education.state.gov › Data Center › Data Reports and Analytics › Accountability and Assessment

education.state.gov › Data Center › MN Report Card

Assessment

Continue to support and monitor the implementation of the District's standardized continuous improvement processes used across all of our schools

Implement student data warehousing system to ensure:

- Each school's CIT has easy access to student outcome data needed to monitor progress toward meeting school improvement goals
- Each school's Tier 2 team has easy access to academic and behavioral data needed to identify and proactively respond to individual student needs
- CITs and Tier 2 teams are using valid and common data for decision-making

Literacy Priority Work

- **Literacy Frameworks: New for 2023/2024:**
  - K-2 & 3-5 Literacy Frameworks & ELA Elementary Guide Page
    - Science of Reading aligned and Read Act requirements
    - K-2 phonics instruction: new resource UFLI; training 8/31/23
    - 3-5 Science of Reading vocabulary instruction; training 8/31/23
    - Fidelity use of District approved, research aligned resources
  - MS 6-8 revised ELA Pacing Guides
- **Elementary Schedule: New for 2023/2024**
  - Designated grade level core tier 1 literacy blocks
    - K-2 ~120 minutes; 3-5 ~90 minutes
    - All students exposed to grade level standards based literacy instruction
  - WIN blocks designated & staggered
    - Tier 2 intervention and extension
  - Common collaboration time for grade level teams
- **Literacy Strategies Practice Profile (LPMS)**



Improving Results (all content areas)

- **PLC Reboot**
  - District PLC Committee; met August 8th
  - PLC Handbook revision; district-wide common agenda
  - Literacy focus K-5; content driven 6-12
- **Teacher Clarity Focus**
  - Introduced to Teacher Clarity August 29th
  - Work accomplished through PLCs
    - Standards, units, learning targets, success criteria, relevancy, assessment
- **Content Area Committees**
  - Beginning Fall 2023
  - Review curriculum standards, resource alignment
  - Moving toward guaranteed and viable curriculum (GVC)
- **Kindergarten Task Force**

Special Education Efforts

- UFLI Literacy Instruction focus Grades K-2
- Supervisors to support classroom teachers with core instruction
- Training to ensure Individual Education Plans (IEPs) are written with robust goals and objectives
- Focus on the MTSS process to ensure students are offered Tier 1 and Tier 2 supports in general education prior to considering special education eligibility.



Infrastructure for Continuous Improvement

Family and Community Engagement

Multi-Layered Practices and Support

Assessment

Data-Based Decision Making

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

Positive Behavioral Interventions & Supports



- 6 Schools Refresher Training through PBIS
- 7 Schools Full Cohort Training through PBIS
- Asynchronous Training for Transportation
  - Bus expectations
- Continued Team Stipends (Project AWARE)
- Continued Bi–monthly Meetings
  - Coaching, training, and support of the school's SEB MTSS Coordinators from the district SEB MTSS Coordinator & the district Climate Coordinator

Social-Emotional Learning Curriculum

- Second Step is a Pre-K-8th grade social emotional learning curriculum
  - Year 3 of 5 year commitment (ESSER funded) for Second Step digital curriculum
  - Year 2 completion data (goal 85%)
    - Elementary = 91.7%; Middle = 85.8%
- Purchased Second Step posters and staff lanyards, Spanish posters, bullying prevention kits for elementary, and after-school time kits for Keyzone
- Purchased SEL curriculum for East H.S. for 3 years - BASE Education.
  - Currently in implementation and planning phase for roll out this year

Restorative Practices



- Trained support staff and leadership in restorative foundations and circles along with some teachers in circle.
- Provided optional opportunities for circle training & continue to provide annually
- Posters and Restorative Chat cards to all sites
- All staff trained on Restorative Chats (August 2022)
- All district/building administrators and leadership trained in The Fundamentals of Restorative Practices (June 2023)
- Purchased and distributed Circle Forward restorative books for all school sites (May 2023)



Additional SEB MTSS Efforts

- Alignment of data systems and monitoring

Project AWARE:

- Purchased Tier 2 SEL curriculum for all schools
  - Provide Social Thinking curriculum training to elementary staff providing tier 2 interventions
- Conduct other trainings per the AWARE grant
  - Youth Mental Health First Aid, etc.
- Conducted mental health awareness events last May during mental health awareness month
  - Doing another event this year

American Indian Education Program

- Academic tutoring/homework monitoring
- Graduation credit monitoring
- Promote a positive educational climate for our students
- Work with students, parents, and school staff to ensure student success
- Cultural activities for students, families, and community
- Assistance in cultural curriculum development and lesson planning to help meet the AI focused state standards
- Educate the school community about American Indian language, history, and culture.

American Indian Education Program

- Check & Connect
- Misaabekong Ojibwe Immersion program (K-5)
- 5 American Indian Home School Liaisons
- Support/mentor Ojibwe language teachers/program
- Family engagement opportunities

Office of Education Equity: 2023-25 Achievement and Integration Plan

OEE / A&I Programming District-wide

- Social Emotional Learning Specialist
- 12 Integration Specialists
- Family Engagement program
- Recruitment/Retention program
- Professional Development program
- Ojibwe Immersion Classroom Assistants
- Office Support Specialist Position
- Ojibwe Language Classes and Indigenous Cultural Enrichment programming

Questions? Contact Nate Smith @ 218-336-8714 or nathan.smith@isd709.org

Office of Education Equity: 2023-25 Achievement and Integration Plan

OEE / A&I Programming at Myers-Wilkins

- Young Scholars Program
- Social Emotional Learning Specialist
- OEE/Myers-Wilkins Duluth Community School Collaborative After-school and Summer School Programming
- KG Instructional Assistants
- Licensed Teacher Reading and Math Interventionists
- Intervention Learning Materials
- In-school Learning Opportunities and Field Trips

Questions? Contact Nate Smith @ 218-336-8714 or nathan.smith@isd709.org

Early Childhood: Duluth Preschool

Key focus areas for Preschool include:

- Continued full implementation of the Pyramid Model.
  **Title II funding will be used to support ongoing Pyramid training and coaching*
- Second Step lessons aligned with Pyramid Model implementation
- Developing strong Tier 2 social emotional interventions
- P-3 vertical collaboration for seamless transitions to kindergarten
- Continued integration of Circle of Security Classroom
  - Circle of Security Classroom

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Tuesday, September 12, 2023
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30

1. **Guest Presentations for this Meeting**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 2
   - B. **Business Services**
     - 1) Enrollment Report - None (Reports will resume in October 2023)
     - 2) Child Nutrition Department Report 4
     - 3) Facilities Department Report 5
     - 4) Technology Department Report 6
     - 5) Transportation Department Report 8
3. **Recommended Resolutions**
   - A. B-9-23-3982 - Acceptance of Donations to Duluth Public Schools 9
   - B. B-9-23-3983 - Acceptance of Grant Awards to Duluth Public Schools 10
   - C. B-9-23-3984 - Maximum Levy Certification 12
4. **Consent Agenda**
   - A. HR Staffing Report 13
   - B. Job Description for Educational Technology and Innovation Coordinator 16
   - C. Finances
     - 1) Financial Report 20
     - 2) Fundraisers 21
   - D. Bids, RFPs, and Quotes - None
   - E. Contracts, Change Orders and Leases
     - 1) Contract - BAYADA Home Health Care, Inc. 22
     - 2) Contract - Soliant Health, LLC (Teleservices agreement for FY24) 27
5. **Miscellaneous Informational Items (no action required)**
   - A. Expenditure Contracts 32
   - B. No Cost Contracts 102
   - C. Revenue Contracts 109
   - D. Grant Applications 119

Human Resources Report Summary
September 2023 Activities

Staffing Updates:
Number of staffing changes Received by HR during the month of August. This is a summary of the consent agenda.

	Certified	**Non-Certified**
# New Hires	39	44
# Retirements	1	1
# Resignations	3	17
# Leave of Absences	2	0

HR Department Updates:

On August 21st, the HR department conducted a new hire orientation from 8:00 a.m. to noon. The orientation was attended by 109 new employees, who had the opportunity to meet their distinct senior leadership team. Superintendent Magas gave a great introduction during the orientation, and the new employees received basic information about Duluth public school history, payroll, timekeeping, and benefits. Additionally, the Technology department distributed district devices to teachers and other certified staff.

The HR department conducted a feedback survey for new hires to gather data on their experience with the hiring process through new hire orientation. This information will help the department identify areas of success and areas that need improvement/change.

The HR department is working on increased advertisement of support positions withint he District and will be attending the Hiring Now! job fair series held at the CareerForce Center on October 4, 2023 doing on-site interviews when possible.

Benefits Updates:

The Benefits Department is hosting a New Hire Benefits Night on September 13, from 4p-5p to assist any new hires in getting enrolled in benefits. In addition, the Department has begun to schedule on site visits to the various schools and sites to meet and greet employees and answer any questions that they may have regarding benefits, leaves, or other concerns. PEIP has reached out to inform the Department that starting January 1, 2024, PreferredOne will no longer be an insurance provider through PEIP. All of our current employees enrolled with PreferredOne will be given a special enrollment. Information will be sent to affected employees in the coming weeks.

Hiring Updates:

As of Tuesday, September 5, all regular certified staff positions are filled. We have one long-term substitute opening for an MTSS Coordinator position. We posted and filled 243 openings for this school year, with almost 100 of those positions filled with external applicants.

Staffing continues to be busy non-certified positions. As of September 1, we have posted 185 openings and have filled 124.

Paras- posted 126, 92 filled
Clerical- posted 11, 5 filled
Food Service- posted 18, 9 filled
Maintenance- posted 21, 13 filled
Non-Cert Business- posted 2, 1 filled
DDWIAAA- posted 7, 4 filled.

Current Openings:

Certified:

Teachers, Elementary (1)

Non-Certified:

Administrative/Management (3)
Child Nutrition (9)
Clerical (3)
Integration Specialist (1)
Maintenance/Transportation (12)
School Custodian (3)
School Bus Driver II (4)
Engineer II (2)
Second Shift Engineer I (2)
Second Shift Engineer II (1)

Playground/Cafeteria Monitor(8)

Paraprofessionals (14)
American Indian Home School Liaison (1)
Early Childhood SpEd Paraprofessional (1)
Licensed SIgn Language Interpreter (2)
LPN Paraprofessional (1)
Sign Language Facilitator (1)
Sp. Ed. Building Wide Paraprofessional (5)
Sp. Ed. Program Paraprofessional (2)
Sp. Ed. Student Specific Set III Paraprofessional (2)
Supervisory Paraprofessional (1)
Technical Tutor (1)

Contract Negotiations: Four contracts will be sent for Board approval later this month: Food Service Employees, Paraprofessionals, Duluth Principals Associaiton and Non-Certified Business Division Administrators. We are active in negotiations with the Executive Employees Association and the Education Directors Association, and have been working with the Duluth Federation of Teachers on topics of interest. We are still awaiting meeting dates for the Clericals and the Integration Specialists Unit. The District-Wide Instructional Administrators Association has not yet requested to negotiate.

Child Nutrition Report
August 2023

Summer Meals

Synopsis of Summer Meals

		Summer Meals 2023								
Monthly Report										
Meal counts		BREAKFAST					LUNCH			
	June	July	August	TOTAL	Daily av	June	July	August	TOTAL	Daily ave
TOTAL MEALS										
Lincoln Park	126	698	328	1152	26	112	752	350	1214	28
Lowell	915	1945	1195	4055	92	1139	2452	1511	5102	116
Macwest bags				0	0	184	642	425	1251	28
Macwest In School	989	1734	1064	3787	86	1161	2311	1433	4905	111
Myers-Wilkins	306	853	694	1853	42	760	1681	1226	3667	83
Piedmont	223	490	337	1050	24	677	1508	789	2974	68
Stowe	104	217	124	445	10	411	1031	628	2070	47
Denfeld	599	1315	39	1953	5	538	1055	42	1635	37
Heritage Boys and Girls				0	0	210	915	485	1610	37
Lincoln Boys and girls				0	0	225	600	425	1250	28
Aicho	80	180	210	470	11	190	320	360	870	20
Rockridge	120	174		294	7	120	174		294	7
Center City	180	310		490	11	186	276	403	865	20
Neighborhood youth		190	140	330	8	340	410	280	1030	23
TOTALS	3,642	8,106	4,131	15,879		6,253	14,127	8,357	28,737	
Days of service	9	20	15	44		9	19	14	42	
Average per day	405	405	275	361		60	744	597	684	
TOTAL MEALS Breakfast						LUNCH				
15,879						28,737				

Unpaid Lunch Debt

Child Nutrition ended the school year with $76,890.23 in outstanding debt. Weekly phone calls and emails were sent to parents to remind of payment needed. Monthly billings were mailed to homes from our office as well. $76,890.23 will be going to the collection agency. Many schools across the state of Minnesota had similar problems with unpaid lunch accounts coming off the pandemic years when lunch was free.

Universal free meals School year 23-24

Students will be having 1 free breakfast and 1 free lunch when the new school year begins. The state of Minnesota has enacted this for all schools that are operating the National School Breakfast and Lunch program. This program should help with unpaid lunch debts in the future. Universal free meals also give School meal programs a boost as supply chain issues, higher food prices and labor costs have increased Child Nutrition's operational cost. Child Nutrition will be reimbursed by the State and Federal Government for each meal eaten. Breakfast reimbursement is $2.28 per student and Lunch is $4.35.

Facilities Management & Capital Project Status Report
August 31, 2023

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 296 work orders and are currently working on 331 open work orders. Due to the start of classes and the move the number of open work orders is higher than average.

Capital Construction

- Congdon Park field replacement is complete and on time. Project included removal of old soils, installation of new drain tile and soil along with a catch basin and new sod. New fence gate was added and will be installed in early September.
- Congdon Park playground completed on time with new equipment and wood fiber installed by Flagship.
- Lowell Playground project is complete and on time. New fence for the playground along with new wood fiber was installed around the equipment. New basketball court with new blacktop and backboards installed with stripping.
- Office build outs in Lowell, Denfeld, and Homecroft have been completed on time for the start of classes. All spaces are ready for use. Room number wall plates are on order.

- **Ongoing Discussion with Legal Representation**
  - ➢ PSS Track Lane 1 Ponding Remediation is still ongoing. .

- **Construction Tasks "On The Hill"**
  - ➢ Move of Departments to the new buildings have been moving forward
  - ➢ Interior work is still ongoing at the DSC, Facilities and Transportation Buildings. Punch list items will be addressed with ICS.
  - ➢ All buildings received Certificates of Occupancy.
  - ➢ Final finishes are installed with final appliances set to be delivered the week of September 11th.
  - ➢ Furniture still remains at the UHG building. Need to arrange walk thru with Titanium for final items to be completed at the end of lease.
  - ➢ Site work will continue with final grading and additional topsoil is brought in.

Building Operations

- Operations still have their hands full filling licensed positions. Most of the Custodian positions have been filled. Operations continue looking to fill Engineer II positions at Lowell and Myers-Wilkins, a Second shift Engineer II position at Denfeld and Lincoln Park Middle School, Second Shift Engineer I at Lakewood, Lester Park, Rockridge and the new DSC building, and Custodian I positions at East High School, Ordean East Middle, and Congdon.
- The Building Operations staff has done an outstanding job pulling off default tasks over the summer. The buildings are looking great for the start of the year. Thanks, Building Operations staff.

Technology Department - August 2023 Report

- **Cybersecurity**
  - Google Security
    - Gmail
      - 737K Emails Messages Accepted/Delivered. Last month was 547K
        - 35K Rejected. Last month was 33K
        - 41K Spam folders. Last month was 36K
        - 1.2.K were identified as Phishing. Last month was 2.3K
        - 39 were identified having suspicious attachments. Last month was 36
        - 7.2K were identified as Spoofing. Last month was 3.3K
        - 0 emails were identified as Malware
    - Account Information
      - 8,408 Active Accounts. Last month was 6,744
      - 28.61 TB of storage. Last month was 25.23 TB
      - 408.6 Files shared externally. Last month was 112K
      - 383 Suspicious login attempts. Last month was 138
      - 2.8K Failed user login attempts. Last month was 1.8K
      - 40 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked. Last month was 17

- **E-Rate RFP/Bid**
  - None

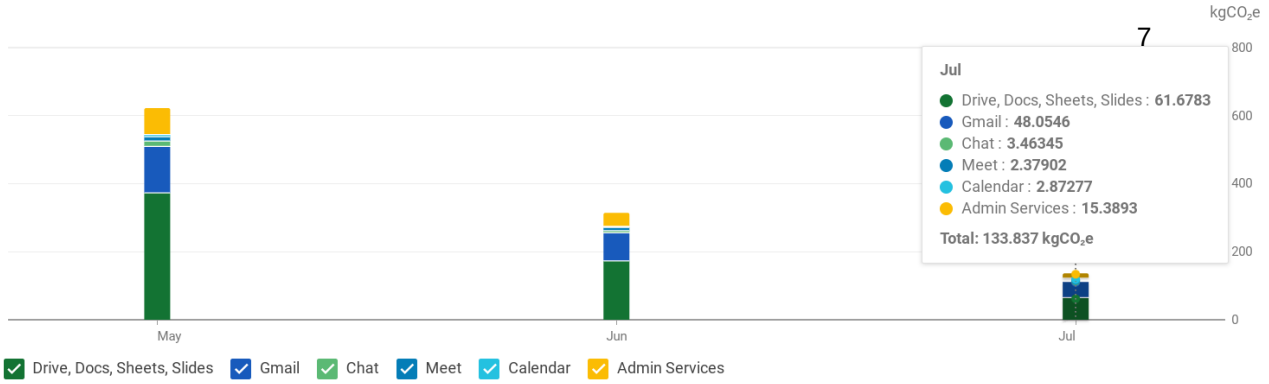
- **Technology Help Desk Tickets**
  - 1,003 New Technology Support Tickets Created. Last month was 181
  - 767 Tickets were resolved. Last month was 178
  - 442 Tickets remain unresolved. Last month was 206

- **Remaining Summer Project Status**
  - DSC BoardRoom AV. We will be working with CDW-G and Pro-Tech Management to address the remaining issues and System Commission the AV systems on Friday, September 8.. - 95% DONE
  - District-Wide: $2M Classroom AV Upgrades. This update included ~ 200 classrooms plus 21 portable SMART MX286 Display systems. - 90% DONE
  - Lester Park LÜ ÜNO Play system. 50% DONE.

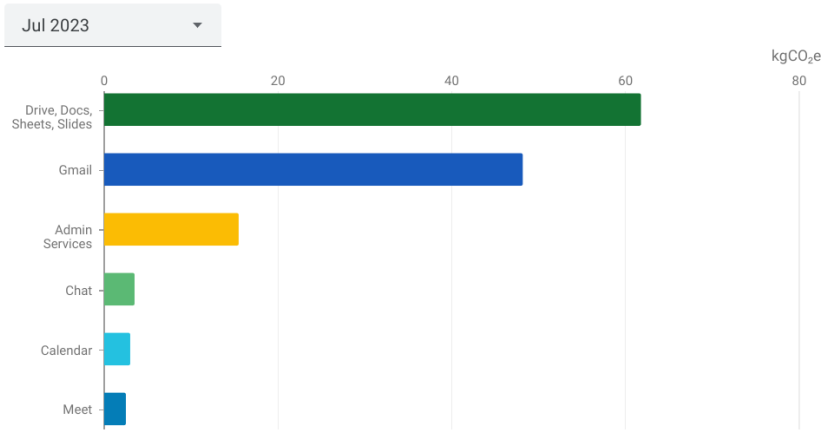
- **New - Google Carbon Footprint for our Google Workspace for Education Domain (@isd709.org)**
  - How Google creates Carbon Footprint reports for Google Cloud and Google Workspace customers
  - 133.837kg is our July 2023 Carbon Footprint
  - 1.06631t is our May 2023 - July 2023 Carbon Footprint (see graph below)
  -

Location-based carbon footprint over time

May 2023 - July 2023



Location-based carbon footprint by application





1 metric ton of CO_2e

1 metric ton of CO_2e is equivalent to carbon sequestered by **16.5 tree seedlings grown for 10 years.**

View more equivalencies

Transportation Report
August 2023 Activities

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

We are working with the new software now fixing issues with routes for the 23-24 school year.

Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a few drivers short and now we still need a helper as well.
- Joe has been doing a great job as a supervisor, he is catching on and works very well with everyone.
- We have a few new or returning drivers but also lost another one just before school.

Bus Maintenance

- Buses are still having issues due to age and rust, we have 2 that are not worth fixing as the rust is too far.
- Currently we are borrowing 2 buses from Voyageur just to make sure we can cover our routes.
- Having the buses stored indoors now and having the dedicated wash bay should help with these issues in the future.

Our oldest bus is a model year 2010 and the next oldest are three 2011's. Current average mileage 93,842 and this is with our two new buses bringing it down a bit (goal is 50,000 – 60,000).

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld HS	Kenneth Cinker	$50.00		Mr. Cinker provided restoration services on the Denfeld spire. When asked for W9 for payment, Mr. Cinker said to donate the $50 back to the school.
Denfeld HS	Robert and Lauren Dahlin	$500.00	Duluth Denfeld Football	
Districtwide	Jill Lofald	$100.00	Unity in Our Community	
Districtwide	Julie Shelton	$25.00	Unity in Our Community	
East HS	Whole Foods Co-op	In-kind	Duluth East Culinary Arts	We received a donation of a commercial flat top and steamer for the Duluth East Culinary Arts program.
Laura MacArthur ES	Western Bank	$310.00 + In-kind		A continued community partner that helps and supports west Duluth and Laura MacArthur
Piedmont ES	Jim Paczynski	In-kind		120 Spiral Notebooks; 15 packs of markers; 24 boxes of crayons; 30 glue sticks; 40 pocket folders; 120 pencils; 4 bottles of glue
Piedmont ES	Hillside United Methodist Church	In-kind		12 Boxes of Kleenex; 4 backpacks; 12 Plastic folders; 8 Composition Notebooks; 6 Spiral Notebooks; 4 Plastic pencil cases; 20- 24 count crayons; 2-64 count crayons; 40 pens; 5-10pk colored pencils; 4- 10pk markers; 2 - 20pk markers; 9 pkgs pencils; 4 pencil sharpeners; 14 glue sticks; 5 bottles of glue; 6 pair of scissors; 6 erasers; 4 rulers; 8 Expo dry erase markers; 1 watercolor; 1 highlighter
Piedmont ES	Cub Foods Duluth	In-kind		35 paper grocery bags of assorted school supplies

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
The Northland Foundation	Jen Jaros	Prenatal-Grade 3 Early Childhood and Curriculum Depts	4,000	Annually The Northland Foundation invites our district to apply for funds to continue working toward P3 goals. ISD709 has participated in MDE's P3 Initiative for over 10 years. Additionally, The Northland Foundation offers an Early Childhood Summit. A team from our district attends and is then offered this grant opportunity. We have been active participants in this important work. In recent years, the funds have been used for preschool SEL/PBIS-like Pyramid Model training, travel expenses and supplies. Additionally, this year this funding allowed us to gather early childhood and kindergarten teachers, principals and other leaders to learn/train in regard to intentional play-based learning in the classroom. This grant would be used for similar

				purposes next year. The P3 Leadership group of Jen Jaros, Sherry Williams, Brenda Spartz and Sally Weidt will be meeting in the next few weeks create a plan forward. THIS GRANT IS DUE 6/20, and will be written once approved through this process.
The Northland Foundation	Cal Harris	Laura MacArthur/ HBCU Trip	6500	HBCU Trip

R E S O L U T I O N
Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 19, 2023 at 6:00 PM in the Board Meeting Room at District Service Center, 709 Portia Johnson Drive, Duluth MN 55811, and will receive input from the public on the proposed certified levy for 2023 payable in 2024.

THEREFORE, BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2023 payable 2024 at the maximum amount.

HUMAN RESOURCES ACTION ITEMS FOR: SEPTEMBER 19, 2023

CERT APPOINTMENT	POSITION	EFFECTIVE DATES
ALVAREZ, CHARLIE D	Grade 2 Spanish Immersion/Lowell, (MA) IV 9 1.0,	08/29/2023
AMYS, SAMANTHA J	Orchestra Teacher/Lincoln Park,Denfeld, (BA) III 7 1.0, Klimek, B. transfer	08/29/2023
ARRO, LANA	Middle/High School Math (TOSA)/AEO/ALC, (MA) IV 9 1.0,	08/29/2023
BAYCH, AMANDA S	Band Co-Teacher/Lincoln Park, (BA+30) IV 3 1.0,	08/29/2023
BOHAN, BRYNN M	Physical Science/Biology/ Denfeld, (BA+45) III 1 1.0, Ballavance K. resigned	08/29/2023
CARL, GRANT J	Co-Orchestra Teacher/Lincoln Park, (BA) III 1 0.6,	08/29/2023
CLARK, ANDREA M	Library Media Specialist/Myers Wilkins, (BA) III 8 0.8, Backstrom M. transferred	08/29/2023
CONSIDINE, ERIN C	Speech Language Pathologist/District Wide, (MA) IV 9 1.0,	08/29/2023
ECKEL, JENNIFER N	Sped Residential Teacher/Rockridge, (MA) IV 6 1.0, Hoppe, A. transferred	08/29/2023
ELNES-SCHEPPER, RONDA D	DAPE Teacher/District Wide, (MA) IV 9 1.0, replacing Leblanc M.	08/29/2023
FELDMAN MCCULLOUGH, HARMONY C	Preschool Social Worker/Headstart, (MA) IV 9 0.5,	08/29/2023
FURCHERT, CAROL A	Social Studies/ALC, (MA+15)IV 9 1.0,	08/29/2023
HAGGEN, AMANDA M	Music Teacher/Lakewood/Stowe, (MA)IV 6 1.0,	08/29/2023
HAUSSNER, MARY B	Library Media Specialist/Piedmont, (MA) IV 9 1.0, Davidson G. transfer	08/29/2023
HILDR, JILL A	Sped ECSE B-6 Teacher/District Wide, (BA+45) III 8 1.0,	08/21/2023
HUGHES, KIM M	Sped SMI/ASD Setting III Teacher/Denfeld, (MA) IV 8 1.0, replaced Harkins, S.	08/29/2023
KELLEY, KATHERINE F	Sped Speech Lang. Path./District Wide, (MA) IV 9 1.0,	08/29/2023
KLUG, KAYLA L	Sped Physical Therapist/District Wide, (PhD)V 9 1.0, R. Rodd retired	08/29/2023
LARSON, ASHLEY B	Elementary Math Interventionist TOSA/Piedmont, (BA) III 1 1.0, Dolinsek K. transferred	08/29/2023
LOFALD, RACHEL C	ORCHESTRA TCHR/DENFELD, (MA) STEP	08/29/2023
LOZINSKI, MEGHAN M	GRADE 8/LINCOLN PARK, (MA)IV 5, 1.0 FTE/M. LOVOLD RETIRED	08/29/2023
LUNDELL, BRONWYN J	Sped Multi Categorical Setting III Teacher/Lester Park, (BA) IV 2 1.0, replaced Franklin D.	08/29/2023
MACDOWELL, NATHAN P	Sped STEPS Setting IV Teacher/Rockridge, (MA) IV 1 1.0,	08/29/2023
MARTIN, JUSTIN A	LTS Sped Social Worker/District Wide, (MA) IV 9 1.0, Litman T.	08/22/2023
MCGARRY, MORGAN J	Health Teacher/Denfeld, (MA) IV 5 0.7,	08/29/2023
NEVIN, LEEANNA G	Sped Resource Teacher/Laura MacArthur, (BA) III 3 1.0, Northup M. resigned	08/29/2023
PELOQUIN, HEIDY L	Sped Speech Pathologist/District Wide, (MA) IV 4 1.0,	08/29/2023
RAUKAR, LAURALEE	24 Hr Posting Grade 5 Teacher/Lester Park, (BA) 8 1.0,	08/31/2023
REED, NICHOLE M	Preschool/Head Start Teacher/Lowell, (BA) III 8 1.0, Walker-Davis S. Transferred	08/29/2023
REKER, CHRISTINA A	English Lang. Arts, Immersion Specialist TOSA/Lowell, (MA) IV 9 1.0, Cameron, A. replaced	08/29/2023
REUL-MONSON, SARA A	Grade K/Lakewood, (MA+45) 9 1.0,	08/29/2023
REYNOLDS, MARK C	Sped Resource Teacher/Denfeld, (BA) III 8 1.0, Cheselski P. transferred	08/29/2023
RICE, LAURA C	Sped Speech Language Path/District Wide, (MA) IV 5 1.0,	08/29/2023
ROSE, ANNA K	Library Media Specialist/Lester Park, (MA) IV 9 1.0, Knettel, C. transferred	08/29/2023
RUST, LAURA J	Dean of Students TOSA/Denfeld, (MA) IV 9 1.0, Schmitz A. transfer	08/29/2023
SCHMIDT, LAUREN G	Preschool Teacher/Stowe, (BA) III 1 0.6, Bachinski S. resigned	08/29/2023
SILBERMAN, PHOEBE J	SPED, East High, (BA) IV 6, 1.0	08/29/2023
SORVIK, CHELSEA L	Speech Language Pathologist/District Wide, (MA) IV 8 1.0,	08/29/2023
YOUMANS, EMILY P	Visual Arts Specialist/Ordean & East, (BA) III 5 0.9, Tran T. displaced	08/29/2023

CERTIFIED LEAVE OF ABSENCE	POSITION	EFFECTIVE DATES	
LEONE, RILEY C	SPECIAL EDUCATION RESOUCE/LAURA MACARTHUR	10/09/2023	
SHEVICH, ANDREA	GRADE 1/LAURA MACARUTHUR	08/29/2023	10/09/2023

CERTIFIED DECREASE	POSITION	EFFECTIVE DATES
RICHARDS, ANASTASIA K	SPEC ED OCCUPATIONAL THERAPIST/STOWE, 1.0 TO .8	08/29/2023
SAARI, LORI K	SPEC ED NURSE/ORDEAN EAST, 1.0 TO .8	08/29/2023

CERTIFIED INCREASE	POSITION	EFFECTIVE DATES
ANDRYS, HEATHER L	PRESCHOOL/LAURA MACARTHUR, .6 TO 1.0	08/29/2023
CHRISTENSON, PAUL D	MUSIC/VOCAL/EAST, .8 TO 1.0	08/29/2023
GOULET, JASON A	SPEC ED OCCUPATIONAL THERAPIST/DW, .6 TO .8	08/29/2023
JOHNSON, KATHRYN J	ENGLISH/ALC, .8 TO 1.0	08/29/2023
MCGARRY, MORGAN J	.7 HEALTH/DENFELD, .2 HEALTH/ALC, .7 TO .9	08/29/2023
SCHMITZ, ANDREW P	SOCIAL STUDIES/STUDENT GOVERNMENT/DENFELD, .9 TO 1.0	08/29/2023
ZIMPEL, ANNE E	ECFE CHILD EDUCATOR/LESTER PARK, .775 TO 1.0	08/29/2023

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
JARVIS, DEBRA A	SPED RESOURCE TEACHER/EAST HS	08/07/2023
JOHNSON, ELISABETH M	PREK TEACHER, PIEDMONT	08/15/2023
SODERLUND, GABRIELLE M	MUSIC TEACHER/LAURA MAC/MYERS WILKINS	08/24/2023

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
BLATT, TODD M	GRADE 3 TEACHER/HOMECROFT	08/17/2023

CERTIFIED VOLUNTARY REDUCTION

HARROLD, CARLA L	ENGLISH/DENFELD, 1.0 TO .6, VOLUNTARY REDUCTION	08/29/2023	06/07/2024
HOLLINDAY, GINA M	SOCIAL STUDIES/DENFELD, 1.0 TO .8, VOLUNTARY REDUCTION	08/29/2023	06/07/2024
MACIOCE, MARIA J	ENGLISH/DENFELD, 1.0 TO .6, VOLUNTARY REDUCTION	08/29/2023	06/07/2024
VENUS, JULIE A	SPEC ED TOSA/DW, 1.0 TO .8	08/29/2023	06/07/2024

CERTIFIED OVERLOADS	**POSITION**	**EFFECTIVE DATES**	
BUSH, SHANIA F	PHY ED/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
CUMMINS, JOHANNA M	SPANISH/DENFELD, 1/6 OVERLOAD	08/29/2023	06/07/2024
GIZAS, STACY J	VOC SERVICE OCCUP/DENFELD, 1/6 OVERLOAD	08/29/2023	06/07/2024
GROVER, MELISSA M	ENGLISH SECOND LANGUAGE/DW, .6 TO .8	08/29/2023	06/07/2024
HANSON, DANA K	ENGLISH/FRESHMAN SEMINAR/DENFELD, .9 TO 1.0	08/29/2023	06/07/2024
JONES, GREG L	STAFF DEVELOPMENT/HOCHS, 1/6 OVERLOAD	08/29/2023	06/07/2024
KOLODGE, CAMERON D	BUSINESS EDUCATION/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
KUROSKY, CHERYL M	SCIENCE/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
LAFONTAINE, LAURA J	HEALTH EDUCATION/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
MCDOWELL, JENNIFER E	ENGLISH SECOND LANGUAGE/DW, .6 TO 1.0	08/29/2023	06/07/2024
MOORE, PATRICK W	ENGLISH/ALC, 1/6 OVERLOAD	08/29/2023	06/07/2024
SIMONS, DONALD G	ENG & MFG VOC/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
SUNDAL, JENNIFER S	PRESCHOOL/WASHINGTON CENTER, .75 TO 1.0	08/29/2023	06/07/2024

NON CERT APPOINTMENT	**POSITION**	**EFFECTIVE DATES**
HASKINS, JASMINE R	Production Manager/District Wide, 35/38Wks, $17.75/Hr	08/30/2023
BARONE-ERSPAMER, ASHLEY B	Office Support Specialist Int./Ordean, 40/46Wks, $18.16/Hr,	08/14/2023
BLAZIER, RUTH E	ECSE Paraprofessional/District Wide, 31.25/38WKs, $20.12/Hr, McClarey C. transfer	08/29/2023
BOOTH, EDWARD DB	Sped Para/East, 32.5/38wks, $18.74/Hr, Kvam T.	08/29/2023
BOOTHE, SHARYN K	Nutritional Service Assistant/Lowell, 17.5/38Wks, $13.22/Hr.	08/30/2023
BORGREN, ANDREA M	Nutritional Service Assistant/Lowell, 16.25/38Wks, $13.22/Hr,	08/30/2023
BREMER, VICTORIA R	Office Support Specialist Intermediate/DSC, 40/42wks, $18.16/Hr	8/30/2023
CASILLAS, LAURA E	Sped Student Specific Para/Chester Creek, 31.25/38Wks, $18.89/Hr,	08/29/2023
COMPO, BERAM L	School Bus Driver/Transportation, 25/38Wks, $21.08/Hr.	09/05/2023
DAVEY, TROY R	Bus Helper/Transportation, 25/38Wks, $15.40/Hr, Olesiak G.	08/29/2023
DAVIS, DEBRA A	Nutritional Service Assistant/Lowell, 22.5/38Wks, $13.22/Hr.	08/30/2023
DICKENSON, JULIE K	Nutritional Service Assistant/Denfeld, 23.75/38Wks, $13.22/Hr.	08/29/2023
DIMARCO, ANTHONY D	Sped Para/Denfeld, 32.5/38Wks, $20.12/Hr,	08/29/2023
DUPREE, KRISTY	Sped BW Paraprofessional/Myers-Wilkins, 31.25/38Wks, $18.61/Hr.	08/29/2023
FREDRICKSON, ISAAC J	Sped Paraprofessional/Myers-Wilkins, 31.25/38Wks, $17.77/Hr.	08/29/2023
FREEL, FREDERICK J, II	School Bus Driver II/Transportation, 25/38Wks, $21.08/hr, Geissler, M.	08/29/2023
FREESE, TERA W	ECSE Para/District Wide, 31.25/38Wks, $19.31/Hr, Olson, N. resigned	09/05/2023
GOLDFINE, JASON S	Custodian I/Denfeld, 40/52Wks, $17.52/Hr,	09/05/2023
HOLAPPA, MARY V	Nutritional Service Assistant/ East, 30/38wks, $13.22/hr,	08/30/2023
JAMES, SUSAN M	Sped BW Para/Myers-Wilkins, 31.25/38Wks, $19.56/Hr, Kaczor, T.	08/29/2023
JANEZICH, AISHE E	Sped BW Paraprofessional/East, 32.5/38Wks, $18.61/Hr	08/29/2023
KEDROWSKI, MARK D	Sped LPN Para/Denfeld, 37.5/38Wks, $24.09/Hr.	08/29/2023
KROCHALK, SUSAN L	Sped Student Specific Para/East, 32.5/38Wks, $20.38/Hr,	08/29/2023
LANE, DANIEL E	Custodian I/DSC, 40/52Wks, $17.52/Hr,	08/08/2023
LONGAKER, SCOTT J	Sped BW Paraprofessional/Myers-Wilkins, 31.25/38Wks, $18.61/Hr, Hoder M. retired	08/29/2023
MAKI, MICHAEL A	Dishwasher/Congdon, $13/Hr	09/05/2023
MARUNICH, RENEE M	Paraprofessional/Piedmont, 31.25/38Wks, $18.61/Hr.	08/29/2023
MEAD, LILY I	Sped Paraprofessional/Stowe, 25/38Wks, $17.77/Hr, Cottingham J.	08/29/2023
MEHLE, JESSE R	SPEC Student 22.5/38WKS, 19.72/hr, K.Beck	08/29/2023
NORTHROP, STEPHEN D	Sped Student Specific Para/East, 23.75/38Wks, $20.05/Hr.	08/29/2023
OZMUN, NANCY J	Preschool Paraprofessional/Stowe, 23/38wks, $20.12/hr, Bruce, C.	08/29/2023
PAYNE, LEAH A	Check and Connect Para/Lincoln Park, 36/38Wks, $24.72/Hr, Osuchukwu C.	08/29/2023
PERPICH, CALI M	Preschool Paraprofessional/Piedmont, 23/38Wks, $18.89Hr, Tvedt. C resign	08/29/2023
PETERSON, CHASE P	Sped Student Specific Para/Ordean, 20/38Wks, $19.86/Hr,	09/05/2023
ROE, BREANNA L	Health Assist/LPN Para/District Wide, 32.5/38Wks, $24.35/Hr, Bovard K. resigned	08/29/2023
SALISBURY, HANNAH J	Sped BW Para/Ordean, 32.5/38Wks, $18.74/Hr, Erdahl R. resigned	08/29/2023
SAVRE, ALAN JAMES A	Graphic Arts Tech Tutor Para/East, 40/38Wks, $18.90/Hr, Leonard B. retired	08/29/2023
SCARBROUGH, ALEXIS J	Sped BW Para/Stowe, 31.25/38Wks, $18.61/Hr, Hamlin H. resigned	08/29/2023
SCHULTE, SARAH E	Nutritional Service Assistant/Lincoln Park, 30/38Wks, $13.22/Hr,	08/30/2023
STEINKE, HUNTER M	Sped Paraprofessional/East, 32.5/38Wks, $18.61/Hr, Hillman M. resigned	08/29/2023
STERLING, ROXY L	Nutritional Service Assistant/Denfeld, 18.75/38Wks, $13.22/Hr,	08/30/2023
TAKAHASHI-PETERSON, YOKO	Preschool Paraprofessional/Piedmont, 20/38Wks, $18.61/Hr, Geer, M.	08/29/2023
VICK, AMY LYNN H	Sped Paraprofessiona/Stowe, 31.25/38Wks, $18.74/Hr, Pederson, K resigned	08/29/2023
WIEBER, ALISON M	Sped BW Paraprofessional/East, 32.5/38Wks, $18.89/Hr. Zwak M. transfer	08/29/2023

WITTKOP, JOHN A	Sub Maintanence/DW, 40/52Wks, $15.00/Hr,	08/14/2023
MONROE, SHALON	FAMILY AND COMMUNITY ENGAGEMENT/ADMIN OFFICE, $1070/WK, 52WKS	

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
ALLEN, FRANKLIN P, IV	SPED BW PARA/EAST	08/17/2023
ARNESON, DANIELLE B	SPED SCHOOL NURSE/CONGDON PARK	08/17/2023
BRAUN, GARY R	SPED PROG PARA/EAST	11/03/2023
EADES, JOSHUA J	PRE K PROG PARA/PIEDMONT	08/07/2023
FRANCISCO, MEGAN A	SPED LPN PARA/LESTER PARK	08/22/2023
HALVORSON, LAURA M	SPED BW PARA/MYERS-WILKINS	08/31/2023
HOFFMAN, CLAIRE E	COMMUNITY EDUCATION COORD/LINCOLN PARK MS	09/06/2023
HURSEY, KEITH A	SPED PROG PARA/DENFELD	08/07/2023
JOHNSON, JENNIFER N	SCHOOL BUS DRIVER II/TRANSPORTATION	07/27/2023
KILGOUR, SARAH G	TECH TUTOR PARA/EAST HS	08/17/2023
LIND, JULIE A	HEALTH ASSISTANT LPN PARA/LINCOLN PARK MS	08/16/2023
NORTHROP, STEPHEN D	SPED CHILD SPEC SETTING III/EAST HS	09/01/2023
ROURKE, RILEY A	SPED CHILD SPECIFIC PARA/MERRITT CREEK ACADEMY	08/23/2023
SEPP, ANGELA F	SPED BUSINESS MANAGER/DSC	09/01/2023
SZUKIS, KIRK TW	SPED PROG PARA/DENFELD	08/18/2023
TADEVICH, GERALD M	BUS DRIVER II/TRANSPORTATION	08/28/2023
WATCZAK, JAMES F	CHILD NUTRITION SERVICE ASSISTANT/LOWELL	09/28/2023
ZANTEK, WENDY J	BUS HELPER/DW	08/22/2023

NON-CERT RETIREMENT	POSITION	EFFECTIVE DATES
RAPP, GEORGENE S	OFFICE SUPPORT SPECIALIST/DENFELD	9/15/2023

NON-CERT TERMINATION	POSITION	EFFECTIVE DATES
WILLIAMS, TRAVIS W	SCHOOL CUSTODIAN I/CONGDON	8/18/2023
LEDOUX, KIMBERLY	BUSINESS MGR/FACILITIES	9/15/2023

STIPENDS	POSITION	EFFECTIVE DATES	
AMUNDSON, JENNA M	ELEM SOCIAL STUDIES CONTENT SPECIALIST/DW, $2,500.00	8/29/2023	6/7/2024
BANGSUND, EDWINAE J	ASSESS TEST COORD STIPEND/ARROWHEAD ACADEMY, $1,500.00	8/29/2023	6/7/2024
BOYNTON, CHRISTINA A	ELEM ART COMMITTEE LEAD/DW, $2,500.00	8/29/2023	6/7/2024
DRENGLER, ERIKA E	ELEM PHY ED CONTENT SPECIALIST/DW, $2,500.00	8/29/2023	6/7/2024
GARLAND, KENNETH T	ELEM MUSIC COMMITTEE LEAD/DW, $2,500.00	8/29/2023	6/7/2024
GREENE, KATIE J	ELEM SCIENCE CONTENT SPECIALIST/DW, $2,500.00	8/29/2023	6/7/2024
GRIMSBY, JONATHAN C	SECONDARY MUSIC COMMITTEE LEAD/DW, $2,500.00	8/29/2023	6/7/2024

ISD 709 Duluth Public Schools

TITLE: Educational Technology and Innovation Coordinator

Title of Immediate Supervisor: Director of Teaching, Learning and Equity	**Department:** Teaching, Learning and Equity	**FLSA Status**: Exempt
Accountable For (Job Titles): Digital Innovation Specialists		**Pay Grade Assignment**: Duluth District-Wide Instructional Administrators' Association,

General Summary or Purpose Of Job:

Provides leadership administration, and supervision of the District's Technical and Digital Innovation Programs and staff. The Educational Technology and Innovation Coordinator develops, supports, and maintains the effective implementation of digital tools for faculty, staff, and students. The Educational Technology and Innovation Coordinator provides strategic leadership, direction, and coordination of instructional technology to support the success of all students.

DUTY NO.	**ESSENTIAL DUTIES:** (These duties are a representative sample; position assignments may vary.)
1.	Establish, maintain, and evaluate programs that will enhance the appropriate use of technology for learning, collaboration, and productivity for students and faculty/staff.
2.	Plan, organize, coordinate, and evaluates technology services that support instructional programs;
3.	Serve as a resource to teachers and administrators to enhance instructional technology in the classroom;
4.	Provide appropriate staff development and training;
5.	Assist the district and its schools in building the district's capacity to effectively use and integrate instructional technology into teaching and learning;
6.	Provide resources and training so that both students and teachers become independent users of technology to support and enhance student learning;
7.	Maintain and coordinate the use of multimedia and innovation labs;
8.	Provide tech support to teachers and troubleshoot IT issues when necessary;
9.	Assess the technology training needs of the instructional staff and deliver appropriate training on hardware, software and internet usages as well as methods and instructional strategies of integrating technology into the curriculum;
10.	Assess the technology training needs of the building administrators and deliver appropriate training on hardware, software and internet usages to enhance technology leadership skills;
11.	Responsible for the supervision and evaluation of Digital Innovation staff, working with site administrators for input;
12.	Work with teachers to integrate the use of Smart Boards and other technology tools in the classroom.

13.	Design, develop, and deliver on-line training to faculty and staff in the use of instructional technologies and educational best practices, instructional resources, instructional technologies and multimedia hardware/software to support teaching and learning;
14.	Train and support staff in technology platforms essential to teaching and learning;
15.	Serve on the technology leadership team to plan the development and implementation of the district technology plan which includes E- Learning and the District's Strategic plan as it pertains to Technology;
16.	Work with the Director of Teaching and Learning to develop faculty training programs and lead professional development;
17.	Responsible for the oversight of student on-line activity throughout the year including training and supporting site administrators and select staff on the mandatory software such as Linewise and SysCloud;
18.	Provide oversight and management of curricular resources and third party software for learning management systems (LMS);
19.	Manage the yearly COPPA compliance and Blended Learning forms;
20.	Serve as the primary contact for technology and curriculum for Teaching Learning and Equity;
21.	Other duties as assigned that relate to work being conducted by the Teaching, Learning and Equity department;

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

- Bachelor's degree from an accredited college or university.
- Five years of significant, directly related, and successful experience in the field of educational technology. Classroom teacher experience working with educational technology is considered related experience.
- Previous experience in curriculum development, coaching, facilitating and presenting to other classroom teachers.

Preferred Qualifications:

Teaching Credential
Prior teaching experience in an educational technology capacity is strongly preferred, as is experience working with K-12 students

Knowledge Requirements:

Requires knowledge of:

- Technology and computer software applications/digital tools relative to instruction.
- Available and emerging technologies especially regarding mobile technologies and personal devices.
- Current applicable laws, codes, regulations, policies, and procedures.
- School district organization, operations, policies, and procedures.
- Facilitating committees to identify needs, develop goals, and create and monitor action

plans.
- Working collaboratively with interoffice and interagency staff to achieve common goals.
- Or willingness to learn Minnesota standards for all content areas.
- Learning Management Systems (Canvas and Seesaw)

Skill Requirements:
Skilled in:

- Evaluating a variety of instructional technology programs to ascertain appropriateness, validity, effectiveness, and uses.
- Planning, coordinating, scheduling, and administering resources to support instructional technology programs that have been adopted for use in the classroom.
- Developing or designing plans to monitor and assess the effectiveness of instructional technology in the classroom.
- Planning, coordinating, scheduling, and administering academic curriculum via technology for use in the classroom.
- Planning, collaborating, coordinating, and facilitating a variety of meetings, workshops, trainings, and conferences that are relevant to instructional technology.
- Selecting, training, supervising, monitoring, and evaluating personnel as appropriate.
- Problem solving instructional technology issues that are pertinent to classroom instruction.
- Communicating effectively, both orally and in writing.
- Understanding and be sensitive to those of culturally and linguistically diverse backgrounds.
- Understanding and communicating the privacy and security needs within educational technology (example: Children's Online Privacy Protection (COPPA), Children's Internet Protection Act (CIPA), Family Educational Rights and Privacy Act (FERPA), etc.
- Demonstrating strong interpersonal skills using tact, patience and courtesy.
- Establishing and maintaining cooperative relationships with school personnel, vendors, co-workers and the public.
- Organizing work, programs and activities to meet schedules, timelines and deadlines.
- Maintaining accurate, up-to-date, and organized record-keeping.
- Planning and organizing meetings, presentations and the ability to present "best practices" data and research.
- Ability to establish priorities, work independently, and proceed with objectives without supervision.
- Resource management to maintain, allocate, adjust and procure resources.

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

Employee is required to:	**Never**	**1-33% Occasionally**	**34-66% Frequently**	**66-100% Continuously**
Stand			√	
Walk		√		
Sit		√		
Use hands dexterously (use fingers to handle, feel)			√	

	Reach with hands and arms		√		
	Climb or balance	√			
	Stoop/kneel/crouch or crawl		√		
	Talk and hear				√
	Taste and smell	√			
Lift & Carry: 10 lbs**.**	Up to			√	
	Up to 25 lbs.		√		
	Up to 50 lbs.	√			
	Up to 100 lbs.	√			
	More than 100 lbs.	√			

General Environmental Conditions:

General Physical Conditions:

Work can be generally characterized as:

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

Vision Requirements: Check box if relevant	Yes	No
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

Job Classification History:
Revised 7/12/2019

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
September 12, 2023 Committee Meeting

9/7/2023

REVENUES	23-24 CURRENT YEAR ADOPTED BUDGET		23-24 CURRENT YEAR REVISED B	23-24 RECEIVED TO YEAR TO DATE	23-24 RECEIVED ENCUMBERED		23-24 BUDGET BALANCE
	FUND	Jul-23	JULY 23 -24	July - Aug	July - Aug		July - Aug
General	1	$126,200,922.80	$126,270,793.80	$21,159,995.47			$105,110,798.33
Food Service	2	$4,039,200.00	$4,039,200.00	$158,340.03	$1,066.65		$3,881,926.62
Transportation	3	$7,020,941.12	$7,020,941.12	$693,407.81			$6,327,533.31
Community Ed	4	$8,495,545.00	$8,495,545.00	$560,217.92	$ -		$7,935,327.08
Operating Captial	5	$2,742,547.00	$2,742,547.00	$193,244.49	$ -		$2,549,302.51
Building Construction	6	$ -	$ -	$ -			$ -
Debt Service Fund	7	$23,647,223.00	$23,647,223.00	$888,427.87	$ -		$22,758,795.13
Trust Fund	8	$276,100.00	$276,100.00				$276,100.00
Dental Insurance Fund	20	$950,000.00	$950,000.00	$96,309.60	$ -		$853,690.40
Student Acitivity	79	$58,406.00	$58,406.00	$20.00	$322.00		$58,708.00
REVENUE	**TOTALS:**	**$173,430,884.92**	**$173,500,755.92**	**$23,749,963.19**	**$1,388.65**	**$ -**	**$149,752,181.38**

EXPENSES	23-24 CURRENT YEAR ADOPTED BUDGET		23-24 CURRENT YEAR REVISED B	23-24 EXPENSES TO YEAR TO DATE	23-24 EXPENSES ENCUMBERED		23-24 BUDGET BALANCE
	FUND	Jul-23	JULY 23-24	July - Aug	July - Aug		July - Aug
General	1	$120,283,293.86	$121,080,152.46	$9,407,591.87	$4,172,770.60		$107,499,789.99
Food Service	2	$4,012,876.00	$4,012,876.00	$166,084.18	$2,673,543.13		$1,173,248.69
Transportation	3	$6,268,632.76	$6,749,632.76	$367,089.11	$579,794.07		$5,802,749.58
Community Ed	4	$7,630,865.00	$7,630,865.00	$578,360.87	$36,879.63		$7,015,624.50
Operating Captial	5	$7,999,619.25	$7,999,619.25	$1,862,491.29	$333,505.48		$5,803,622.48
Building Construction	6	$ -	$ -	$984,591.85	$92,616.12		-$1,077,207.97
Debt Service Fund	7	$23,640,000.00	$23,640,000.00	$2,254,587.45	$ -		$21,385,412.55
Trust Fund	8	$253,750.00	$253,750.00	$ -			$253,750.00
Dental Insurance Fund	20	$915,000.00	$915,000.00	$169,115.09	$87,273.38		$658,611.53
Student Acitivity	79	$306,948.00	$306,948.00	$4,257.22	$5,587.68		$297,103.10
EXPENSE	**TOTALS**	**$171,310,984.87**	**$172,588,843.47**	**$15,794,168.93**	**$7,981,970.09**	**$ -**	**$148,812,704.45**

Fin 160 ESSER III	Expenses
Program 030 Asst Supt	$ -
Program 110 Admin	$ -
Program 108 Tech	$ -
Program 203 Elem	$ -
Program 211 Secondary	$ -
Program 640 Staff Dev	$ -
Program 805 Operations	$ -
Program 760 Transportation	$ -
Program 740 Pupil Engage	$ -

Fund 06 Build constructio	Expenses
debt serv payment/prof serv course 000/000	
admin owner pymnt course 800	
admin design serv course 801	
admin constru mngmt course 802	
admin commissions course 803	
interior surf constr costs course 804	
admin site services 805	
long term lease 806	
	$ -

	Ex Curricular		Fund 01
Program 298		Revenue	$42,597.76
Program 298		Expense	$22,075.98

Fundraisers Reported
August 2023

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld HS	Denfeld Football	$11,200.00	Discount Cards
Denfeld HS	All Denfeld Athletics and activities are welcome to participate	$10,000.00	Oktoberfest - Kern and Kompany would like to help all Denfeld clubs & activities earn money by volunteering that the event taking place September 13-17. All clubs and activities are welcome to volunteer to earn money for their respective club or activity.

CONTRACT FOR STUDENT NURSING SERVICES
PERTAINING TO WENDELL S-S. #260-304

This AGREEMENT is made and entered into this 21st day of August 2023, by **BAYADA Home Health Care, Inc.**, with a service office located at 742 1st Street South, Waite Park, MN 56387 (hereinafter referred to as **BAYADA**) and **Lester Park Elementary School** located at 5300 Glenwood St., Duluth, Minnesota 55804, (hereinafter referred to as **SCHOOL**).

BAYADA is a Home Care Agency, licensed to provide services in the states where care is rendered, and **SCHOOL** has identified a need for **STUDENT** nursing care of its student, **WENDELL S-S. #260-304** (hereinafter referred to as **STUDENT**).

WHEREAS it is the desire of both parties to make provision for nursing services, to include any setting where student is receiving educational services, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **BAYADA** and **SCHOOL** agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF BAYADA

A. Qualifications of Personnel. The Nurse supplied by **BAYADA** will be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who will hold a current license, registration or certification as requested by the **SCHOOL** and will provide services pursuant to the applicable state laws.

B. Personnel Records Inspection. **BAYADA** will make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurses who are caring for **STUDENT**. The contents of such file must include:

1. Verification of current licensure or certification as applicable; and
2. Completed application for employment or resume; and
3. Verified references; and
4. Evidence of annual performance evaluation; and
5. A criminal record check, conducted upon hire, if required by state law; and
6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
7. Completed and Verified Sexual Misconduct/Child Abuse Disclosure forms.
8. Attestation of employee vaccination or exemption status where applicable.

C. Service. **BAYADA** will provide an RN or LPN to care for **STUDENT** each day that said student attends school. Nursing services will be provided subject to the availability of a qualified nurse. The services to be provided may include escorting **STUDENT** to and from **SCHOOL** on the school transport and providing care to **STUDENT** during the school day. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the school calendar including all scheduled days off.

1. **BAYADA** RN Clinical Manager will be responsible for initial and ongoing assessment of **STUDENTS** clinical needs while attending school. Responsibilities include:
   a. Will work with physician to develop a Plan of Care ("POC") and update the plan per **BAYADA** policy.

b. Will conduct supervisory visits to monitor employees and confirm the efficacy of the Plan of Care.
c. Will collaborate with school nurse and teachers as needed to ensure best possible experience for the **STUDENT.**
d. Be ultimately responsible for the **STUDENT's** clinical care under this Agreement.

D. Place of Performance. **BAYADA** will provide services primarily at schools located within the **SCHOOL**'s district to include any setting where student is receiving educational services, in accordance with the terms of this Agreement. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.

E. Insurance.

1. **BAYADA** will maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees, which may give rise to liability under this Agreement.

2. **BAYADA** will maintain Workers' Compensation insurance for its employees providing services to **STUDENT**.

F. Indemnification. **BAYADA** agrees to indemnify and hold **SCHOOL** harmless with respect to all claims and expenses arising out of, or resulting from, the sole negligence or omission of **BAYADA** or its employees or agents while on assignment to **SCHOOL**.

G. Equipment and Supplies. **BAYADA** will supply **BAYADA** employee with all Personal Protective Equipment (PPE).

H. Payment of Personnel. **BAYADA**, as an employer, will remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

II. RESPONSIBILITIES OF SCHOOL

A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.

B. Orientation to the school environment. nurses' station; emergency equipment, administrative office, and school geography.

C. Transport Safety: (If applicable) **SCHOOL** is responsible for ensuring **STUDENT** transport vehicle is safe and **STUDENT** is properly secured in transport vehicle equipment.

D. Insurance.

1. **SCHOOL** shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.

2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.

C. Indemnification. **SCHOOL** agrees to indemnify, defend, and hold **BAYADA** harmless with respect to all claims and expenses arising from, relating to, or resulting from (1) any act or omission of **SCHOOL** or its employees or agents in connection with the performance of this Agreement, (2) those acts of **BAYADA** employees while working under the direction of **SCHOOL**, its staff or its policies or procedures, or (3) any exposure to the COVID 19 virus except when the sole cause was from a **BAYADA** specific confirmed exposure.

D. Equipment and Supplies. **SCHOOL** will supply **BAYADA**'s RN/LPN with all necessary equipment, tools, materials and supplies necessary to perform services under this Agreement.

E. Employment Status. **SCHOOL** understands and agrees that the RN/LPN is an employee of **BAYADA,** and **SCHOOL** will not attempt to solicit the RN/LPN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or $10,000.00 whichever is greater. This fee shall apply to any **BAYADA** employee **SCHOOL** wishes to hire.

F. Compliance Program. **BAYADA** values honesty and confidentiality in all business interactions. **SCHOOL** agrees to report questionable activities involving **BAYADA**'s employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

III. BILLING AND COMPENSATION

A. **SCHOOL** agrees to compensate **BAYADA** at a rate of $70.00/hour for RN or $60.00/hour for LPN services provided under this Agreement. The maximum budget for this contract will not exceed $112,000. **SCHOOL** will also pay for all time the **BAYADA** employee spends transporting the client to and from **SCHOOL**. **SCHOOL** must provide **BAYADA** with a twenty-four (24) hour cancellation notice or will be subject to charges for services requested.

B. **BAYADA** will forward to **SCHOOL** an itemized bill on a weekly basis. Each weekly bill will itemize the name of the **BAYADA** employee providing care, the date of service, the type and length of service provided.

C. **SCHOOL** agrees to pay submitted bills within sixty (60) days of receipt. Any bill not paid within the sixty (60) day period will be considered delinquent. **BAYADA** reserves the right to pursue any collection remedies to resolve a delinquent account. **SCHOOL** agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses.

IV. TERM AND TERMINATION

A. This Agreement will come into effect beginning on **August 31, 2023** and will remain in effect through **June 30, 2024**. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.

B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. If less than thirty (30) day advance notice of cancellation is given, a service charge of fourteen (14) days will be incurred.

C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:

1. Dissolution or bankruptcy of either **BAYADA** or **SCHOOL**.

2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.

3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.

V. ADDITIONAL TERMS

A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of Minnesota.

B. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.

C. Assignment. This Agreement may not be assigned by either party, in whole or in part.

D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.

E. Notices. Any Notice given in connection with this Agreement will be given in writing to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.

F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.

G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the

same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

Date: 08.30.2023

Heather Scherping
Director

Signing with authority for
BAYADA Home Health Care, Inc.

Date: 08.31.2023

Simone Zunich, Executive Director, Business Services for Duluth Public Schools
Signing with authority for
Lester Park Elementary School

Jill Lofald, Board Chair

Soliant®

ADDENDUM A
Terms of Teleservices Assignment

PID: __

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details
Soliant Health, LLC will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant Health, LLC for the hours worked by Telepractitioner under the following terms:

Telepractitioner:	Barbara Brigham		
Client:	Duluth Public Schools ISD 709		
Assignment Start Date:	08/14/2023	**Assignment End Date:**	06/07/2024
Position:	Tele - DHH		
Hours per Week:	40.00		
Bill Rate per Hour	$98.00	*Bill Rate is all-inclusive[a]*	
Technology Fee:	$0.00		
	One VocoVision station per full time position at no cost. Additional stations can be provided with a $1,000 per unit refundable deposit and $200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.		
Miscellaneous:	__		

a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant Health or VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant Health upon start date.

c) Client agrees to approve Telepractioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Telepractioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant Health in writing within three (3) business days of alleged failure. Client's failure to notify Soliant Health in writing within three (3) days period shall negate any Client invoicing dispute.

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

Jill Lofald, Board Chair

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

(a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).

(b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.

(c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.

(d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.

(e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed $1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

Expenditure Contracts Signed
August 2023

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

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

**** Contract is paid via monies from:**
DR = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)
DU = Department Unrestricted (General Fund)
G = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)
SAF = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	**Amount***	**Contract Source****	**Description**
Instructure	$3,000.00*	TLE (DU)	SIS conversion for Canvas LMS educational software
Lake Superior College	$3,000.00 per course, per teacher	TLE (DU)	College in the Schools agreement for FY24
Brent Wetzel	$250.00*	TLE (DR)	Training for staff development day 8/29/23 at Denfeld HS
Natalie Davison	$350.00*	TLE (DR)	Training for staff development day 8/29/23 at Denfeld HS
Involta	$37,778.60	Technology (DR)	Fiber Pair Cross Connect
University of Minnesota	$4,404.00*	Assessment & Evaluation (DR)	Set of Implementing with Fidelity Check & Connect Manual and 2nd edition Mentor Participant Guide
Wallis Speech Services LLC	$600.00*	Special Services (DR)	Fluency/stuttering presentation for speech language pathologists staff development
Udac, Inc.	$1,155.00*	Special Services (DR)	Instruction on career skills, business tours and information to advance informed decisions on employment after High School
Mary Ann Marchel	$5,000.00*	Early Childhood (DU)	Provide group facilitation services for ISD 709 Duluth Early Childhood Family Education Program

Gwen Stabe	$3,800.00*	Early Childhood (DR)	Assisting the Head Start enrollment process, Child Plus enrollment, working with and training current staff on Head Start enrollment procedures
Jen Prachar	$10,000.00*	Early Childhood (DR)	Head Start Nutritionist/Dietitian
Secret Forest Playschool	$3,650.00*	ECSE (DU)	Agency will provide services to meet the needs documented in a student's IEP
Secret Forest Playschool	$3,650.00*	ECSE (DU)	Agency will provide services to meet the needs documented in a student's IEP
Secret Forest Playschool	$3,650.00*	ECSE (DU)	Agency will provide services to meet the needs documented in a student's IEP
Cal Metts	$1,400.00	Denfeld HS (DU)	Denfeld High School Theater Camp

INSTRUCTURE

Services Order Form

Order #: Q-333378-1
Date: 2023-08-30
Offer Valid Through: 2023-09-30

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Duluth Public School ISD 709

Address:	4316 Rice Lake Road, Suite 103
City:	DULUTH
State/Province:	Minnesota
Zip/Postal Code:	55811
Country:	United States

Order Information

Billing Frequency:	Annual Upfront
Payment Terms:	Net 30

Billing Contact

Name:	Accounts Payable
Email:	ap.vendor@isd709.org
Phone:	218-336-8704

Primary Contact

Name:	Jennifer Larva
Email:	jennifer.larva@isd709.org
Phone:	+1 218 336 8700

Billing Frequency Term:
Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
SIS Conversion			Per Each	1	USD 3,000.00	USD 3,000.00
Non-Recurring Sub-Total						USD 3,000.00
Year 1 Total						USD 3,000.00
					Grand Total:	USD 3,000.00

Professional Services	Description	Expiration	Qty
SIS Conversion	Our implementation consultants will help you convert or remap your SIS integration with Canvas LMS. We provide the following: *Project management *Disabling existing integration (if applicable) *Configuring a new Integration *Ensuring users don't lose access to existing content, either through a remap of user IDs in Canvas LMS or by customizing the new integration to match existing Canvas LMS user IDs. *Remapping Sub-account IDs, if applicable Note: User ID remap is our best effort based on all users coming through at the time of remap and may not capture all existing users in Canvas LMS. After remap goes to production, future mismatched user issues will be addressed by Support via the support process. SIS Conversion excludes the following services, which require a separate hourly consulting agreement: *Section and course remapping to match new integration. **Remapping sections and courses may not be possible, depending on what values are currently being used for provisioning courses/sections into Canvas LMS. **If this remapping cannot be performed, teachers may have duplicate enrollments during a school year period. *Custom mappings for non-teacher/non-student users and other objects beyond our default integration templates, including but not limited to: **One-to-many mappings for SIS and/or Canvas LMS objects **Parent/Observer integration **Filtering based on object data (e.g., only import courses that don't have a course code that ends in "x").	12 Months	1

35

Metrics and Descriptions:

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
Canvas & Catalog: https://www.instructure.com/canvas/support-terms
Portfolium: https://portfolium.com/support-terms
MasteryConnect: https://www.masteryconnect.com/support/

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Terms and Conditions
This Order Form shall be governed by the Master Terms and Conditions which can be found here:
https://www.instructure.com/policies/master-terms-and-conditions

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: https://www.instructure.com/policies/data-processing

Any requests to change service deliverables as defined on the order form may incur a fee of ten percent (10%) of the remaining fees for the service.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax :
Please Enter (Yes or No):	*Please email all US state sales tax exemption certifications to ar@instructure.com*
If yes, please enter PO Number:	

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Duluth Public School ISD 709

Signature:	Simone Zurich
Name:	Simone Zurich
Title:	Exec. Dir. Finance, Business
Date:	9/5/23

Instructure, Inc.

Signature:	
Name:	
Title:	
Date:	

DocuSign Envelope ID: 53666D09-A4E6-43C8-AD58-076943879D0F

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

CONCURRENT ENROLLMENT CONTRACT

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

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

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

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

NOW, THEREFORE, it is agreed:

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

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

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

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

High School Instructors, Administrators, and Staff shall:

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

3. CONSIDERATION AND TERMS OF PAYMENT.

a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars ($3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars ($3,000.00) per teacher. The billing date for courses is October 30, 2023 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).
There is no cost to the student.

b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses by October 31, 2023 with payment by DISTRICT due 30 days later.

4. TERM OF CONTRACT. This contract shall be effective on ***July 1, 2023*, or upon the date that the final required signature is obtained by MINNESOTA STATE,** whichever occurs later, and shall

remain in effect until ***June 30, 2024*** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

5. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. AUTHORIZED REPRESENTATIVES.

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

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

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

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

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

7. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

8. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

10. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract.

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

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

14. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

15. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

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

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

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature) DocuSigned by: Linda Kingston 58FEFB02A317472...
Title VP Academic and Student Affairs
Date 8/23/2023 | 1:46:25 PM CDT

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

By (authorized signature) DocuSigned by: Simone Bunich 642B3201FC46467...
Title Exec. Dir. of Finance and Business Services
Date 8/23/2023 | 1:51:54 PM CDT

By (authorized signature)
Title
Date

3. AS TO FORM AND EXECUTION: Lake Superior College

By (authorized college/university/system office initiating agreement) DocuSigned by: Michelle Plumerton 741C1C62BFE4D7...
Title Accounting Officer Sr.
Date 8/24/2023 | 7:52:56 AM CDT

Attachment A - 2023-2024 LSC CITS COURSES **Cost: $24,000.00**

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

AEO	MATH 1150	Pre-Calculus	4	Jenny Ahern	AY
Denfeld & East	ALTH 1400**	Introduction to Allied Health	2	Kimberly Olson	Fall
Denfeld & East	ALTH 1410**	Medical Terminology	1	Kimberly Olson	Fall
Denfeld & East	NUNA 1400	Nursing Assistant	3	Kimberly Olson	Spring
Denfeld	ART 1138	Ceramics I	3	TBD	Semester
Denfeld	MATH 1150	Pre-Calculus	4	Tim White	AY
East	ART 1138	Ceramics I	3	James Carlson	Semester
East	MATH 1150	Pre-Calculus	4	Bill Garnett	AY
East	BIOL 1005**	Introduction to Cell Biology	1	James Kyes	AY
East	BIOL 1140**	Human Anatomy & Physiology I	4	James Kyes	AY

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

Duluth Public Schools

District Name	Duluth Public Schools
District Number	#709
District Contact	Joan Lancour
District Contact Email	joan.lancour@isd709.org
AEO CITS Contact	Paula Williams
AEO CITS Contact Email	paula.williams@isd709.org
AEO Principal	Nathan Glocke
AEO Principal Email	Nathan.glocke@isd709.org
East CITS Contact	Jamie Savre
East CITS Contact Email	Jamie.savre@isd709.org
East Principal	Danette Seboe
East Principal Email	danette.seboe@isd709.org
Denfeld CITS Contact	Leah Hamm-Digatono
Denfeld CITS Contact Email	leah.hamm-digatono@isd709.org
Denfeld Principal	Tom Tusken
Denfeld Principal Email	Thomas.tusken@isd709.org
Curriculum & Instruction	Jennifer Larva
Curriculum & Instruction Email	jennifer.larva@isd709.org
Superintendent	John Magas
Superintendent Email	superintendent@isd709.org

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of July, by and between Independent School District #709, a public corporation, hereinafter called District, and Brent Wetzel, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.**
This Agreement shall be deemed to be effective as of July 18, 2023, and shall remain in effect until August 29, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**
Contractor will provide training for District Staff as a Staff Development Day opportunity on August 29, 2023 at Denfeld High School. This opportunity will be for three (3) presentations, 50 minutes each, groups to include: paraprofessional staff. The area covered will be *Flurning - Incorporating Play into Learning*.

The schedule for the day is as follows:
Breakout #1 - 12:30 - 1:25 pm
Breakout #2 - 1:35 - 2:30 pm
Breakout #3 - 2:45 - 3:35 pm

3. **Reimbursement.**
In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed $250 (two hundred fifty and 00/100) for all three presentations. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.**
Contractor must submit billing within 14 days of the Staff Development Day and will be paid within 30 days of receiving the invoice.

5. **Propriety of Expenses.**
The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves

the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Relationship.**
It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.**
All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of: Joan Lancour, Executive Assistant for Directors of Curriculum and Instruction, Director of Curriculum and Instruction, ISD 709, Duluth Public Schools, 709 Portia Johnson Road, Duluth, MN 55811. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: _____

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

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

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

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

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

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

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

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

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

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

Brent Wetzel — [redacted] — 8/8/23

Brent Wetzel, Contractor Signature | SSN/Tax Identification Number | Date

Anthony Bonds — 8/9/23

Anthony Bonds, Assistant Superintendent | Date

Lorraine Zmuda — 8/10/23

Director of Business Services/Superintendent of Schools | Date

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

Contractor Signature - Brent Wentzel SSN/Tax ID Number Date

Program Director - Anthony Bonds 8/9/23
Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

_____ Check if the contract will be paid using Student Activity Funds

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 8/10/23
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st Day of August by and between Independent School District #709, a public corporation, hereinafter called District, and Natalie Davison, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.**
This Agreement shall be deemed to be effective as of August 29, 2023, and shall remain in effect until August 29, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**
Contractor will provide training for Paraprofessionals and Certified Staff Development Day opportunities on August 29, 2023 at Denfeld High School. The performance will include three (3) 50 minute sessions with the emphasis on teaching techniques to paraprofessionals on eating and exercise techniques to take back to the classroom The sessions will be titled: "Applying Fitness & Nutrition into Your Everyday Life".

Block #1 12:30 pm - 1:25 pm
Block #2 1:35 pm - 2:30 pm
Block #3 2:45 pm - 3:35 pm

This session will be limited to twelve participants at each session. The contractor will provide all necessary equipment for the participants, including handouts.

3. **Reimbursement.**
In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed $250 (two hundred and fifty dollars and 00/100). Mileage reimbursement will be for $100.

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

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

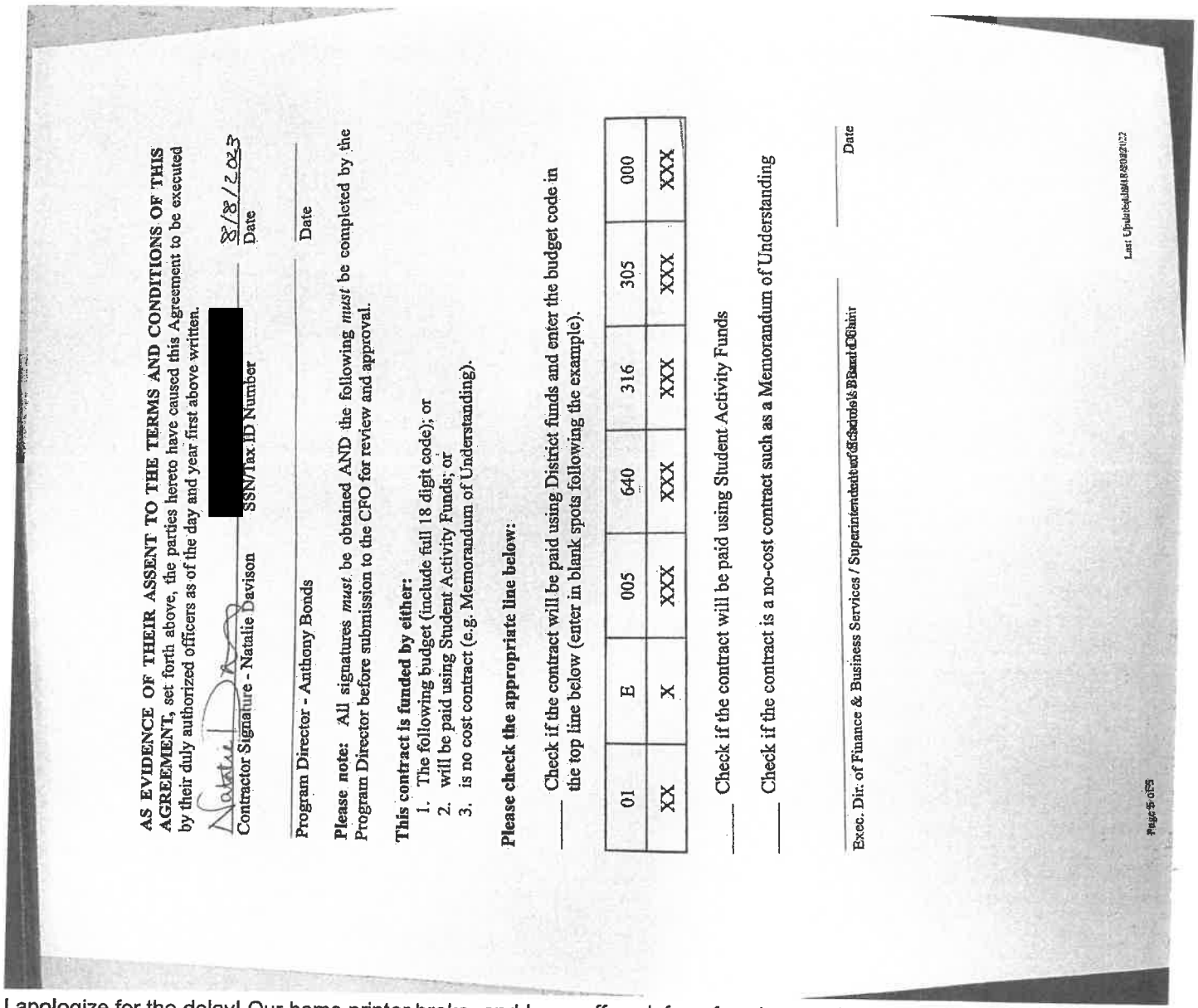
Duluth Public Schools
Every Student. Every Day.

Joan Lancour <joan.lancour@isd709.org>

Contract

Natalie Davison <resilientfitness23@gmail.com>
To: Joan Lancour <joan.lancour@isd709.org>

Tue, Aug 8, 2023 at 12:41 PM



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

Natalie D
Contractor Signature - Natalie Davison [redacted] SSN/Tax ID Number 8/8/2023 Date

Program Director - Anthony Bonds Date

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

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

Please check the appropriate line below:

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

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

____ Check if the contract will be paid using Student Activity Funds

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

Exec. Dir. of Finance & Business Services / Superintendent or Designee Board Chair Date

Last Updated 8/8/2023

Page 5 of 5

I apologize for the delay! Our home printer broke, and I was off work for a few days, so I didn't have a way to print it, sign, and scan it.

Thank you!
Natalie

[Quoted text hidden]

[Quoted text hidden]
Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

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Looking forward to helping you achieve your goals,

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

Contractor Signature - Natalie Davison SSN/Tax ID Number Date

Anthony Bonds 8/9/23

Program Director - Anthony Bonds Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

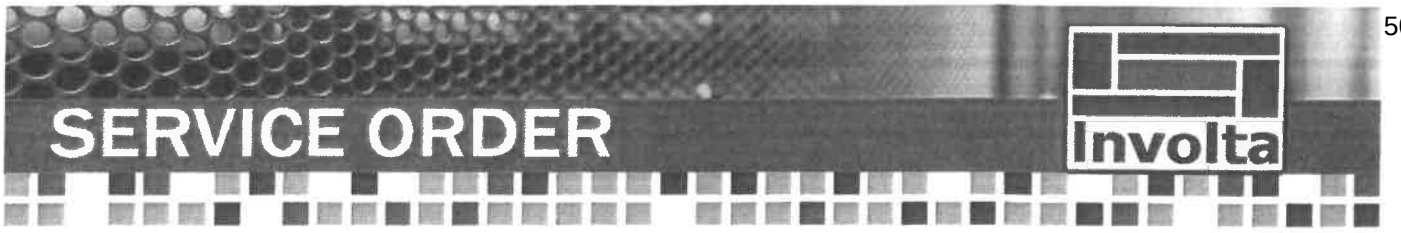
01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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

Erinne Zunich 8/10/23

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



rated basis for services not rendered. If either party is in default of payment or breach of Agreement as provided in the MSA, then the provisions of the MSA will apply.

V. INVOICING; PAYMENT TERMS:

A. *Invoicing.* Except as expressly provided Section II above, Involta shall invoice Client as follows:

i. Monthly Recurring Charges shall be invoiced beginning immediately after the Service Start Date;
ii. Non-Recurring Charges shall be invoiced upon Effective Date, except as provided in Section V.A.iv below;
iii. Hardware shall be invoiced when shipped; and
iv. In the event that Involta reasonably determines that any Service availability is delayed due to Client failure or refusal to deliver information or cooperation reasonably requested by Involta, then the Monthly Recurring Charges for such Services will be invoiced, accrue and be due and owing, five (5) calendar days after the second written request for such information or cooperation.

B. *Payment Terms.* Client shall pay all Monthly Recurring Charges monthly in advance, within *fifteen (15)* days after the date on each invoice, for each Service, from the Services Start Date through the end of Term. Client shall pay all other fees and charges within *fifteen (15)* days after the date on each billing. All taxes and governmental fees and charges, if applicable, are not included in the above referenced pricing.

VI. TERMS & CONDITIONS:

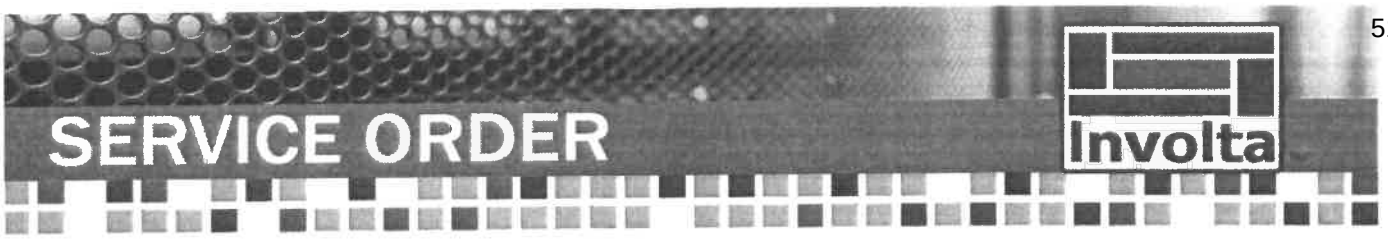
A. This Service Order is incorporated into and made a part of the MSA referenced above and any TC Schedule applicable to the Services listed above.

B. Product Codes in the table above under the heading of Services are defined in Service Descriptions. The provisions of each of the Service Descriptions attached as an Exhibit or Exhibits to this Service Order and, in addition to the attached Exhibit or Exhibits, if any, the Service Descriptions found at http://sd.involta.com, all of which include additional information on the Product Codes listed above, are incorporated here by this reference.

C. Any number of hours set forth above in the SERVICES section under the QTY heading are an estimate only, based on the information provided to Involta by Client as of the effective data of this Service Order. In the event information charges, or new information becomes available, the estimate of hours may not be sufficient to complete the applicable project. Notwithstanding anything to the contrary herein, Client agrees to pay Involta for the actual hours expended by Involta in performance of the Services.

VII. SUPPLEMENTAL SERVICES:

A. Involta will provide services outside the scope of this Service Order on a time plus materials and expenses basis (a) when requested and authorized by the Authorized Client Representative during Normal Business Hours (defined below); and/or (b) when requested and authorized by any agent of Client outside Normal Business Hours. "Normal Business Hours" shall mean 8:00AM. to 5:00PM local time, Mondays through Fridays, exclusive of holidays. For all work performed outside the scope of this Service Order, Involta shall prepare and submit invoices to Client on the 15th and last business day of each month. Fee schedule will be based on the then-current Involta IT Services Rate Card ("Standard Rates") plus travel expenses (if



III. PROJECTED SERVICE START DATE:

Subject to the availability of resources, including, but not limited to, people, facilities, travel and hardware lead times, for the Services in each of the categories listed under the column with the heading "Type of Service," unless a different number of days is stated in Section II above, the projected Service Start Date (defined below) for such Service is the number of days listed in the column with the heading "Days from Signature Date."

Type of Service	Days from Signature Date
Single Product or Additions to Existing Managed Services	15
Standard Managed Services	45
Standard Colocation	30
Third-Party Circuits	100
Migrations, Dedicated Infrastructure, Non-Standard Services & Consulting	As set forth in Section II

IV. TERM and TERMINATION:

A. This Service Order is made effective as of the last date show in the signature block below (the "Effective Date") and shall continue until the earlier of the end of the Term (defined below), or termination in accordance with this Service Order or the MSA.

B. Each of the Services will begin on the earlier of (i) the date Involta provides written notice to Client at the email address in Section IX that each such Service is available, or (ii) 120 days after the dates projected on the table above, or in Section II above, as applicable (the "Service Start Date").

C. Unless otherwise expressly set forth in Section II, the Services will begin on the earliest (first) Service Start Date, and unless terminated earlier as provided in this Service Order, will continue through the completion of that period of time stated above as the Contract Term following the latest (or last) Service Start Date (the "Initial Term").

D. Unless terminated earlier as provided herein, upon expiration of the Initial Term (defined below), this Service Order shall be automatically renewed for a successive one (1) year terms at Involta's then-current list price, rates and fees, available upon request (each a "Renewal Term," and together with the Initial Term, referred to collectively as the "Term").

E. Either party may terminate this Service Order at the end of the Initial Term by providing written notice to the other at least ninety (90) days prior to the end of the Initial Term. Either party may terminate this Service Order at the end of any Renewal Term by providing written notice to the other at least thirty (30) days prior to the end of any Renewal Term. This Service Order may be terminated for Cause, but not for convenience, by either party upon giving notice of termination in writing to the other party at least ninety (90) days in advance of termination. "Cause" means any material breach which remains uncured for a period of thirty (30) days following written notice describing the material breach. In the event Client terminates this Service Order for any reason other than for Cause, Client is responsible for payment of fees for the duration of the term stated above. If Involta terminates this Service Order without Cause, Involta will refund any pre-paid monies on a pro-

SERVICE ORDER

Involta

		Supplementary-Duluth Tech Drive		
1	Fiber Pair Cross Connect	INV-XCON-FP-Duluth Tech Drive	125.00	125.00
1	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6th Ave	125.00	125.00
			Non-Recurring Charges	2,738.60

USAGE CHARGES ABOVE COMMITTED AMOUNT:

II. DESCRIPTION OF IMPLEMENTATION REQUIREMENTS, IF ANY, WHICH SHALL NOT BE AN AMENDMENT TO THE DESCRIPTION OF SERVICES:

A. Summary Overview of Services, if any:

- *ION Fiber Lease is a single path (west side) between Duluth Tech Drive and 6th Ave Data Center.*
- *Client supplied power displacement unit (PDU) required or INVOLTA can supply for additional fees.*

B. Projected number of days from Signature Date on which Services listed are expected to begin, if different than the table in Section III below:

SERVICE ORDER

Involta

PREPARED FOR:

Account Name Duluth Public Schools - ISD 709

Contact Name Bart Smith
Billing Address 709 Portia Johnson Drive, Duluth, MN 55811

MSA Number MSA201505114570
Contract Term 12 Months
Account Number 0000004954

SERVICE ORDER

Q-00024732

Proposal Name Duluth Public Schools - ISD 709[] Colo Cab and Dark Fiber from 6th Ave to Tech Drive_12mo

Date 8/16/2023

Account Manager Reid Sheldahl
Phone
Email rsheldahl@involta.com

I. SERVICES:

QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
1	Colo Cabinet	INV-CAB-General Population-21-Duluth Tech Drive	800.00	800.00
2	Colo Power KVA	INV-KVA-Duluth Tech Drive	185.00	370.00
1	Fiber Pair Cross Connect	INV-XCON-FP-Duluth Tech Drive	125.00	125.00
1	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6th Ave	125.00	125.00
1	ION Fiber Lease (IRU)	INV-DFL-Duluth Tech Drive	1,500.00	1,500.00
			Monthly Recurring Charges	2,920.00

QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
1	Colo Cabinet	INV-CAB-General Population-21-Duluth Tech Drive	600.00	600.00
1	Colo Metered Power Module	INV-PBR-120 VAC / 20 Amp-L5-20R-Primary-Duluth Tech Drive	944.30	944.30
1	Colo Metered Power Module	INV-PBR-120 VAC / 20 Amp-L5-20R-	944.30	944.30

SERVICE ORDER

Involta

services are provided other than inside the data center) and any applicable sales tax. Standard Rates are from 8:00AM to 5:00PM local time. Fee schedule for nights and weekends are 1.5 times Standard Rates and holidays are two (2) times Standard Rates.

B. Travel expenses are billed at actual cost and mileage at the current IRS rate, portal to portal. Travel expenses include applicable lodging, meals, airfare, and car rental.

VIII. CONFIDENTIALITY:

Client agrees that this Service Order, including without limitation the description of services and the pricing, is the sole and exclusive property of Involta, and shall treat them on a confidential basis and not disclose the same to any third party.

IX. ACCEPTANCE:

Each of the undersigned represents that the undersigned has (i) read and understands this Service Order and has full power and authority to sign it, and (ii) agrees and acknowledges that this Service Order is incorporated into the MSA.

Customer (legal name): Duluth Public Schools - ISD 709	**Involta, LLC**
Individual signing: Simone Zunich	**Individual signing:**
Signature: Simone Zunich	**Signature:**
Title: Exec. Dir. Finance, Business	**Title:**
Signing date: 08/31/23	**Signing date:**
Purchase Order #:	
Email (for Notice of Service Start Date):	

OES000000016750
AC

Regents of the University of Minnesota ("University")
Short Form Services Agreement

Department Name: Institute on Community Integration		**Customer Name:Duluth Public Schools**
Customer Address: Attn: SImone Zunich, 709 Portia Johnson Drive, Duluth, MN 55811		
Phone:218-336-8700 x 1079	**Fax:na**	**Email:**simone.zunich@isd709.org
Dept. ID No.:11249	**I/ESAF No.:ESA000000001341**	(No contract assigned) Do not send to External Sales)
Term Start Date:September 1, 2023		**Term End Date:August 31, 2024**

Description of Services:National Check & Connect trainer will provide in-person technical assistance (co-training and coaching) for a maximum of 8 hours.
Twenty-one (21) sets of Check & Connect Mentor Participant Guides and Manuals are included in this contract.
Please see Exhibit A: Scope of Work for details.

Provide details and pricing (or enter "see attached Exhibit A"):see attahed Exhibit A: Scope of Work

Check One: **Single Sale ☒** **Repeating/Multiple Sale ☐**

Price per Service:	$4404
Sales and Use Tax (if applicable):	$-
TOTAL Compensation:	$4404

1. What the University Will Provide. Under this Agreement, University will provide external sales services as described and for the fee set forth above. In the event the compensation is not a fixed firm price for the services, but instead is set forth on an attached schedule and contains published rates, the University reserves the right to modify the fees set forth thereon effective July 1 of each year of this Agreement.

2. What You Will Receive. You will receive a service, a report indicating the results of your requested services and/or the materials described above.

3. Exclusive Terms and Conditions. These terms and conditions are the sole and exclusive terms and conditions applicable to this Agreement. University objects to, and rejects, all other terms and conditions contained in any document provided by Customer at any time. Any handwritten changes to the terms of this Agreement shall be ignored and have no legal effect unless initialed by both parties. Any performance under this Agreement will be deemed acceptance of these terms and conditions and provisions and specifications on the face and Exhibit A of this Agreement and attachments, if any.

Customer agrees that any additional or different terms and conditions on its documents (acknowledgements, invoices, website, purchase order, etc.) shall not be binding on the University, notwithstanding any legend on such document.

4. Ownership of Materials and Presentation. With respect to any workshop/presentation activities under this Agreement, all materials provided by the University during the presentation shall remain the property of the University. Company is provided a license to use the materials in connection with the workshop/presentation, but Company may not copy or distribute the materials without the express written consent of the University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of the University.

5. Disclaimer of Warranty and Liability. WHILE THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOSS OF DATA), INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, RESULTING FROM WHATEVER CAUSE WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL UNIVERSITY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO UNIVERSITY UNDER THIS AGREEMENT.

6. Indemnification and Insurance. You agree to indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys' fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by you (or any third party acting on behalf of or under authorization from you) of information, reports, deliverables, materials, products or other results of University's work to be performed or deliverables to be provided under this order; or (ii) your infringement of a third party's intellectual property rights or violation of any law, rule, or regulation in the provision of any samples to the University. In the event the services are conducted for commercial use or purpose, you represent that you have in force a policy of general liability insurance, with limits not less than $1,000,000 each occurrence, and you agree to furnish proof of such insurance upon request.

7. Applicable Law and Jurisdiction. Minnesota law, without regard to principles of conflict of laws, will govern these terms and conditions. Any dispute relating to this Agreement shall be heard in state court in Hennepin County, Minnesota and you consent to jurisdiction in such courts for this purpose.

8. Use of University Name. Use of University name, logos and other marks of the University, or of any University employee in any publicity, advertising, or news release without the prior written approval of an authorized representative of the University is prohibited.

By signing below, you are indicating your agreement to the above terms and conditions. If you are submitting this order on behalf of a company or institution, you represent that you have the authority to bind such entity to these terms and conditions. In such a case, references to "you" or "your" shall apply to the entity on whose behalf you are signing.

University	Customer
Signature:	Signature: Simone Zunich
Print Name: Kieth Carlson	Print Name:SImone Zunich
Title:Finance Director, CEHD	Title:FInance Manager
Date:	Date: 8/28/23

INSTITUTE on COMMUNITY INTEGRATION | UNIVERSITY OF MINNESOTA

Quote
Check & Connect Materials and On-site Technical Assistance
For Duluth Public Schools
Duluth, MN

Technical Assistance
National Check & Connect trainer will provide in-person technical assistance (co-training and coaching) for a maximum of 8 hours.



The 2012 edition of the *Check & Connect manual,* ***Implementing with Fidelity*** by Sandra L. Christenson, Karen Stout, and Angie Pohl of the University of Minnesota, is an expanded guide to the theoretical foundations, components, elements, and steps for implementing *Check & Connect.*



Check & Connect Mentor Training Participant Guide is an in-depth, competency-based training guide designed to provide Check & Connect mentors with the information, competencies, and skills needed to be an effective Check & Connect mentor at their local site.

Budget

Set of Implementing with Fidelity Check & Connect Manual and 2nd Ed. Mentor Participant Guide	$80 ea.	x 21	$ 1,680
Technical Assistance	$227 per hour	X8	$ 1,816
In state travel			$ 908
Total			**$ 4,404**

- Standard ground shipping charges are included in the cost of the materials.
- Rush shipping charges may apply if order is needed sooner than ground shipping and handling will allow.
- A restocking fee of 10% applies to orders returned after 30 days.

For questions, please contact us toll free at 866-434-0010 or checkandconenct@umn.edu

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of August, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Wallis Speech Services LLC, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 30, 2023 and shall remain in effect until August 31, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Fluency/Stuttering presentation by Kay Wallis for the Speech Language Pathologists (SLP) staff development for three hours on the afternoon of Wednesday August 30, 2023.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at the rate of $600.00 for 3 hours of staff development presentation, 1 session, up to a sum not to exceed $600.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Wallis Speech Services LLC, 2610 Greysolon Road, Duluth, MN 55812

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Kathryn Dr Wells — 26-0901852 — 8/30/23
Contractor Signature — SSN/Tax ID Number — Date

Jason Crane — 8/30/23
Program Director — Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	401	740	433	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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

Erinne Zmich — 8/30/23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Kathryn Wallis

2 Business name/disregarded entity name, if different from above
Wallis Speech Services LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2610 Greysolon Rd.

Requester's name and address (optional)

6 City, state, and ZIP code
Duluth MN 55812

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
26-0901852

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Kathryn Wallis **Date ▶** 8/30/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Udac, Inc., an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 5, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Instruction on Career skills, business tours and information to advance informed decisions on employment after High School.*

Career Skills Topics

Career Skills 101:
Program Theme: We are each the CEO of our own lives.
Mission, Vision, and Values
Proper greetings
Goal Setting
Attitude and Grit
Time Management and Punctuality
Initiative and Leadership
Understanding Personality Type
Communication Skills – Feedback and Criticism
The Importance of Reputation
Work Efficiency

Teamwork
Problem Solving and Critical Thinking
Workplace Culture
Community Connection and Social Capital
Preparing for Interviews
Career Skills 201:
Self Esteem and Self Confidence
Communication and Feedback
Teambuilding
Problem Solving
Accountability

Fun at Work
Customer Service and Professionalism
Dealing with Change

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at the rate of $385.00 for 3 hours, up to 3 sessions, up to a sum not to exceed $1,155.00 in total.

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

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

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

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

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own

use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Udac, Inc., 4724 Mike Colalillo Drive, Duluth, MN 55807

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date

Program Director	Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	380	835	366	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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

Erin Zurich 8.22.23

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

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 29, 2023 and shall remain in effect until June 7, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Provide group facilitation services for ISD 709 Duluth Early Childhood Family Education (ECFE) Program. Scope of services to include guiding Reflective Practice Teaching Practice team work with ECFE certified staff and consultation with ECFE staff, parents, and children.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $50 hourly and $5,000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Mary Ann Marchel, 3929 Rockview Ct, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

M A Marchel [redacted] 8/11/23

Contractor Signature SSN/Tax ID Number Date

8/31/23

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	580	325	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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

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

9.5.23

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of August , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Gwen Stabe, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 15, 2023 and shall remain in effect until June 30, 2024 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Assisting the Head Start enrollment process, Child Plus enrollment, working with and training current staff on Head Start enrollment procedures.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $20 hourly and $ 3800 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 212 Oak Bend Road Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 8-15-23 Date

Program Director 8/18/23 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	579	503	185	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 8.22.23 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 14 th day of August, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, Jen Prachar, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *Head Start Nutritionist, flexible hours as needed.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 22nd, 2023 and shall remain in effect until June 9th, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $43 hourly and $10,000 in total.

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

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

   a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool, 709 Portia Johnson Dr, Suite 209, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 44 Serenity Way, Esko, MN 55733.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Jennifer Pacheco [redacted] 8/14/23

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04 04	E E	005 005	579 579	503 285	305 305	00- 83.86% 00- 16.14%
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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

Simone Zunich 8.22.23

CFO / Superintendent of Schools / Board Chair Date

DULUTH HEAD START
JOB DESCRIPTION

JOB TITLE: Head Start Nutritionist/Dietitian

IMMEDIATE SUPERVISOR: Head Start Director

DEPARTMENT: ISD 709 E-12 Operations

MINIMUM QUALIFICATIONS: Minimum Bachelor's degree in health, nutrition or related field and possesses a current registration with the Commission on Dietetic Registration of the American Dietetic Association or be eligible, registered and ready to take the examination. Have a current valid driver's license and access to reliable transportation.

DESIRED QUALIFICATIONS: Coursework and/or experience with families from a variety of social and cultural backgrounds and families living in economic poverty. Ability to demonstrate effective verbal and written communication skills and to work independently.

DUTIES AND RESPONSIBILITIES:
Overseeing program operations and compliance with Head Start Performance Standards and regulations in the area of food and nutrition;

Consult with the Health Coordinator;

Review all child files for dietary and nutritional needs;

Develop monthly menus for breakfast, lunch and snack that meet nutritional guidelines and work with school district food service department to coordinate meal service;

Reflect cultural and ethnic preferences, and include a wide variety of foods;

Work with food service, nurse and families on special diets for identified food allergies

Monitor food safety practices;

Train staff on food safety and proper serving procedures in accordance with Head Start performance standards;

Monitor hemoglobin levels, height and weight on all children in order to identify potential problems and provide follow-up;

Monitor and coordinate oral health activities in the program;

Provide nutrition counseling and education to individual parents regarding the nutritional needs of their children;

Provide information and materials for nutrition education activities in the classroom;

Coordinate and provide nutrition education at parent meetings;

Consult with teachers regarding concerns about children's eating;

Update and revise nutrition area of the program plan;

Serve as liaison to nutrition and food resources in the community;

Member of Head Start Health Advisory Committee;

Stay up to date with current practice in Head Start nutrition;

Other duties as assigned by supervisor.

AGREEMENT

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 6, 2023 and shall remain in effect until June 5, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [redacted] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Monday and Wednesday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 3727 W. Arrowhead Road, Duluth, MN 55811.

The approximate date the service will begin is September 6, 2023 and shall not extend beyond June 5, 2024; the contract not to exceed a total of 67 Days (attending 2 days per week. The District will pay a $150.00 Annual Programming Fee and 2 days per week @ $350.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Drive, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed a $150.00 Annual Programming Fee, $350.00 per month and $3,650.00 in total.

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

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All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Secret Forest Playschool, 3727 W. Arrowhead Road, Duluth, MN 55811

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

Contractor Signature — 46-3592053 SSN/Tax ID Number — 9/2/23 Date

Program Director — 8/15/23 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

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CFO / Superintendent of Schools / Board Chair — 8.22.2 Date

AGREEMENT

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The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 6, 2023 and shall remain in effect until June 5, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

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

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4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed a $150.00 Annual Programming Fee, $350.00 per month and $3,650.00 in total.

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Contractor Signature — 46-3592053 (SSN/Tax ID Number) — 9/2/23 (Date)

Program Director — 8/15/23 (Date)

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

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01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

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CFO / Superintendent of Schools / Board Chair — 8.22.23 (Date)

AGREEMENT

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 7, 2023 and shall remain in effect until June 6, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [redacted] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Tuesday and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 3727 W. Arrowhead Road, Duluth, MN 55811.

The approximate date the service will begin is September 7, 2023 and shall not extend beyond June 6, 2024; the contract not to exceed a total of 71 Days (attending 2 days per week. The District will pay a $150.00 Annual Programming Fee and 2 days per week @ $350.00 per month).

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature — 46-3592053 SSN/Tax ID Number — 9/2/23 Date

Program Director — 8/15/23 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

____ Check if the contract will be paid using Student Activity Funds

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

CFO / Superintendent of Schools / Board Chair — 8.22.2 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of July, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Cal Metts, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/17/23 and shall remain in effect until 7/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $_____ hourly and $ 1,400.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:_____ , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 522 N. 3rd Ave. W. Duluth MN. 55806

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

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

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

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

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

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

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

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

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

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

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

Contractor Signature [redacted] SSN/Tax ID Number 7/21/23 Date

Program Director 7/21/23 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

____ Check if the contract will be paid using Student Activity Funds

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 8.4.23 Date

No Cost Contracts Signed
August 2023

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Name	**Contract Source**	**Description**
True North AmeriCorps	Stowe ES	Math/reading assistance for Stowe ES FY24
True North AmeriCorps	LPMS	Math/reading assistance for LPMS for FY24
Arkansas State University	TLE	MOU providing ASU students with internship opportunities

True North AmeriCorps
Partner Site Agreement 2023-2024
Service Year: August 16, 2023 - August 31, 2024

Site Information

Organization/District Name:	Program/School Name(s):
ISD 709	Stowe
Site Lead Contact Name:	**Email:**
Michaela Sperl	Michaela.Sperl@isd709.org
Site Supervisor Name(s):	**Email(s):**
Jessica Cook	jessica.cook@isd709.org

Award Information

Number of Member Slots Awarded:	Service Term(s):
35 Hours/Week:	☐ Full Year (Fall 2023-August 2024)
25 Hours/Week:	☐ School Year (Fall 2023-June 2024)
18 Hours/Week:	☐ Summer (May/June 2024-August 2024)
15 Hours/Week:	

This Agreement is between True North AmeriCorps (hereafter referred to as the "Program" or "TNAC") and the agency listed above (hereafter referred to as the "Partner Site" or "Site"). Through this agreement, the program will assign AmeriCorps member(s) (hereafter referred to as "Member") to the Partner Site for the purpose of enhancing students' social emotional learning (SEL) skills through individualized support and enrichment. A program of the Duluth Area Family YMCA, TNAC partners with schools, nonprofits, and community agencies to enhance long term education equity outcomes.

THIS AGREEMENT MUST BE SIGNED AND RETURNED PRIOR TO MEMBER START DATE

ATTN: True North AmeriCorps Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: TrueNorth@duluthymca.org

PLEASE NOTE:
Placement of True North AmeriCorps members for the 2023-2024 year is dependent on joint member recruitment efforts with the site and continued federal funding. Being awarded member slots and signing this agreement does not guarantee placement of a member.

STATEMENT OF UNDERSTANDING
True North AmeriCorps Partner Site Agreement
Service Term 2023-2024

This serves as an agreement between the Partner Site and the Program for the 2023-2024 program year. The terms of this agreement will begin upon Partner Site signature date and end on August 31, 2024. Any amendments to this agreement shall be done in writing.

The Program may, with five days written notice, suspend or terminate the Agreement in whole or in part whenever the Program determines there is a material failure or threat of failure to comply with the applicable terms and conditions of the Agreement.

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement.

Partner Site Organization/Program Name	
ISD 709 / Stowe	
Lead Contact Name Michaela Sperl	**Title** Dean of Students
Lead Contact Signature	**Date**
Site Supervisor Name Jessica Cook	**Title** Principal
Site Supervisor Signature	**Date** 7/6/23

Simone Zmuda

THIS AGREEMENT MUST BE SIGNED AND RETURNED PRIOR TO MEMBER START DATE

ATTN: True North AmeriCorps Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: TrueNorth@duluthymca.org

True North AmeriCorps
Partner Site Agreement 2023-2024
Service Year: August 16, 2023 - August 31, 2024

Site Information

Organization/District Name:	Program/School Name(s):
ISD 709	Lincoln Park Middle School
Site Lead Contact Name: Brian Kazmierczak	**Email:** brian.kazmierczak@isd709.org
Site Supervisor Name(s): ~~Rachel Thapa~~ Rachel Thapa Jennifer Fuchs	**Email(s):** Rachel.thapa@isd709.org [redacted] Jennifer.Fuchs@isd709.org

Award Information

Number of Member Slots Awarded:	Service Term(s):
35 Hours/Week: ~~35 hrs~~ 1	☑ Full Year (Fall 2023-August 2024)
25 Hours/Week:	☐ School Year (Fall 2023-June 2024)
18 Hours/Week:	☐ Summer (May/June 2024-August 2024)
15 Hours/Week:	

This Agreement is between True North AmeriCorps (hereafter referred to as the "Program" or "TNAC") and the agency listed above (hereafter referred to as the "Partner Site" or "Site"). Through this agreement, the program will assign AmeriCorps member(s) (hereafter referred to as "Member") to the Partner Site for the purpose of enhancing students' social emotional learning (SEL) skills through individualized support and enrichment. A program of the Duluth Area Family YMCA, TNAC partners with schools, nonprofits, and community agencies to enhance long term education equity outcomes.

THIS AGREEMENT MUST BE SIGNED AND RETURNED PRIOR TO MEMBER START DATE

ATTN: True North AmeriCorps Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: TrueNorth@duluthymca.org

PLEASE NOTE:
Placement of True North AmeriCorps members for the 2023-2024 year is dependent on joint member recruitment efforts with the site and continued federal funding. Being awarded member slots and signing this agreement does not guarantee placement of a member.

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True North AmeriCorps Partner Site Agreement
Service Term 2023-2024

This serves as an agreement between the Partner Site and the Program for the 2023-2024 program year. The terms of this agreement will begin upon Partner Site signature date and end on August 31, 2024. Any amendments to this agreement shall be done in writing.

The Program may, with five days written notice, suspend or terminate the Agreement in whole or in part whenever the Program determines there is a material failure or threat of failure to comply with the applicable terms and conditions of the Agreement.

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement.

Partner Site Organization/Program Name	
ISD 709 / Lincoln Park Middle School	
Lead Contact Name Brian Kazmierczak	**Title** Principal
Lead Contact Signature [signature]	**Date** 6/26/23
Site Supervisor Name Rachel Thapa	**Title** Community Schools Coordinator
Site Supervisor Signature [signature] Rachel Thapa	**Date** 6/26/23

[signature]

THIS AGREEMENT MUST BE SIGNED AND RETURNED PRIOR TO MEMBER START DATE

ATTN: True North AmeriCorps Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: TrueNorth@duluthymca.org

DocuSign Envelope ID: 6949675D-D93F-47DC-8B9E-53149979C12A

ARKANSAS STATE UNIVERSITY

College of Education and Behavioral Science
Department of Educational Leadership, Curriculum, and Special Education

Memorandum of Understanding/Partnership Agreement

This agreement outlines relevant policies and current operational procedures between the Arkansas State University College of Education and Behavioral Science and the School District in providing internship experiences for university students.

This collaboration aims to improve our candidates' leadership qualities, characteristics, and skills and strengthen educational leadership programs to enhance joint research and inquiry. Arkansas State University and its P-12 school partnerships agree that the philosophy and concept of renewal are integral to developing future educators who know and demonstrate best practices. Continuous improvement is collaborative growth between partner schools and higher education institutions to create and refine more effective educational leadership programs simultaneously.

The agreement, made by and between Arkansas State University, an institution of higher education and an agency of the State of Arkansas, located at State University acting by and through its College of Education and Behavioral Science Arkansas and
ISD #709 Duluth Public Schools (School District Name)
Duluth MN (School District City or NCES Number.)

It is agreed by the parties to be of mutual interest and advantage for selected candidates (the student) of the program to be provided clinical education experiences at the Facility.
For consideration of the mutual covenants, it is further agreed by the aforesaid parties that:

1. Mutual Responsibilities:
   a) The Facility will accept the candidate selected by the program for a period of clinical education. The Facility and the Program shall mutually agree that the site mentor will serve no more than 5 Graduate Candidates at once.
   b) The schedule, content, and objectives of the internship experiences will be arranged in cooperation between the Candidate, Site-Mentor, and the Director of the Program or his/her designee.
   c) The rules and regulations of the Facility shall apply to the assigned Candidate.
   d) The Program shall be an independent contractor of the Facility.
   e) The Program and the Facility retain the privilege to exchange, and review materials relevant to the Candidate's education.

2. The Program's Responsibilities
   a) Provide the Graduate Candidate with a list of qualifying field activities that can be completed
   b) Provide the Graduate Candidate with the content and objectives of the Program

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c) Ensure the Graduate Candidate has competence and knowledge of the Educational Leadership preparation standards.
d) Provide a schedule of on-site visits by the Program supervisor.
e) Ensure the Graduate Candidate has been made aware of all program requirements and regulations for the Internship course and the Professional Code of Ethics for the state of Arkansas

3. Candidate Responsibilities - The Graduate Candidate shall:
   a) Choose a Site Mentor to supervise the field activities at two (2) levels and two (2) sites. Obtain a signed agreement.
   b) Provide the Facility with a statement of the field activities to complete, content, and objectives of the Program.
   c) Ensure he/she has transportation as needed to fulfill responsibilities
   d) Ensure all program field activities will be completed and fulfilled.
   e) Notify the program no less than ten (10) working days in advance of a Candidate's change of placement
   f) Act professionally and ethically.
   g) Meet necessary academic requirements.

4. Facility Responsibilities - The Facility shall:
   a) Provide all reasonable information requested by the Program on Graduate Candidate's work performance.
   b) Provide Graduate Candidates opportunities to complete the required program requirements.

NOTE: Any Violations from the candidate can result in dismissal from the program.

Program Signatures:

Print	Signature	Date
Program Director/Internship Coordinator		

Print	Signature	Date
A-State Online Coordinator		

Print Name	Signature	Date
Dean/Associate Dean, College of Education & Behavioral Science		

Facility Signatures:

This agreement is effective for 3 years from the date of signature. The signature verifies that the individual is aware of the candidate's placement.

Simone H Zunich	DocuSigned by: simone h zunich 0D7D4A6CDD3B487...	9/5/2023
District Liaison Print Name	Signature	Date

Revenue Contracts Signed
August 2023

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	Amount or Estimated Amount*	Contract Source	Description
Lakewood Little Lynx Preschool	$8,500.00	Child Nutrition	Vended meal agreement for breakfast/lunch
State of Minnesota	TBD	CTE	The state needs high schools to participate in a pilot program to promote college application and attendance for enrolled high school seniors

Vended Meal Agreement with A National School Lunch Program (NSLP) Vendor

Child and Adult Care Food Program (CACFP) Sponsors purchasing meals/snacks from a National School Lunch Program (School Food Authority) Vendor.

A. Intent

This contract is for entering into an agreement to purchase vended, served on site, meals for Little Lynx Preschool, referred to as the Sponsor. The party preparing meals, ISD 709-Lakewood Elementary School, Site ID 1000002244, referred to as the Vendor, as the agreement will be between the Vendor and the Sponsor.

B. Meals, Meal Requirements

The Vendor will prepare the following meals,Breakfast and lunch, which are consumed in the preschool classroom.

1. Meals will be served homestyle with the classroom teacher portioning food. Appropriate number of servings will arrive in bulk pans/bowls. Milk will arrive in individual cartons.

2. All meals provided shall conform with the U.S. Department of Agriculture's NSBP (National School Breakfast Program) and NSLP (National School Lunch Program) minimum meal requirements for those meals and the age group served.
3. The Vendor shall be liable for meals that do not meet the meal pattern requirements specified in the agreement or are unwholesome at the delivery time. The Sponsor shall not pay for such meals.

C. Meal Charges

Each meal type is priced separately:

Meal Type	Estimated Servings Per Day	Estimated Annual Number of Serving Days	Price per Meal (Completed by Vendor)	Total Price
Breakfast	10	170	$2.00	$3400.00
Lunch	8	170	$3.75	$5100.00
TOTAL				$8500.00

Ordering, and Payment

1. The Sponsor shall notify the Vendor by telephone or in-person each Monday before 9:30 of the estimated number of meals needed for that week, per day. This helps with overproduction.

2. The Vendor shall, monthly, invoice the Sponsor. The Vendor shall bill the Sponsor each month by the 15th of the month following the delivery of meals.

3. The Vendor shall receive a fixed price per meal provided.

D. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements are met. Following Hazard Analysis and Critical Control Point (HACCP) guidelines, all food will be properly stored, prepared, and served free of contamination and at appropriate temperatures. The Vendor's kitchen manager is certified in food safety through the Minnesota Department of Health.

The expectation after delivery of food to the room, is that it will be served immediately and not held for any length of time, as to avoid food safety issues. Once food had been delivered to the room, the responsibility becomes the Sponsors to serve the food as expected.

E. Recordkeeping

1. The Vendor agrees to keep all records related to this agreement, including food purchased, daily quantities prepared and daily menu records.

2. Individual student meal accounts will be retained and kept by the Sponsor, as needed. The Vendor does not need to know what students ate on what days.

F. Terms and Termination

1. This agreement shall be for one school year, effective 9/5/2023 to 6/6/24.

2. The Sponsor or the Vendor may terminate the agreement with or without cause by giving sixty (60) days written notice.

AGREEMENT PAGE

This Vendor certified that they shall operate per all applicable State and Federal laws and regulations.

This agreement, and the Vendor's proposal, constitute the entire agreement between the Sponsor and the Vendor. The parties shall not execute any additional documents about the agreement except as permitted by applicable law.

This agreement shall be in effect for one year.

SPONSOR:

_____
Signature of Sponsor Representative

_____
Name

_____
Title

_____
Date

VENDED MEAL COMPANY:

Simone Zunich
Signature of Company Representative

Simone Zunich
Name

Exec. Dir. Finance, Business
Title

August 10, 2023
Date

Sponsors are responsible for assuring compliance with all applicable CACFP Regulations.

MINNESOTA

State of Minnesota

Joint Powers Agreement

SWIFT Contract Number:_____

This Agreement is between the State of Minnesota, acting through its Commissioner of the Office of Higher Education ("State") and Duluth Public School District 0709-01 ("Governmental Unit", SWIFT Vendor number VN0000194009_6).

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of high schools and/or school districts to participate in free pilot program to promote college application and attendance for enrolled high school seniors (grade 12). Under Minnesota Statutes § 136A.84, the Direct Admissions Minnesota pilot program is designed to encourage all seniors to consider themselves "college material" by proactively notifying them of the colleges and universities that are eager to admit them. Students will receive a letter in early fall that lets them know which Minnesota colleges and universities will directly admit them, information about how to apply, and other essential next steps. High schools play a critical role in this process by working with OHE to review academic data, submit transcripts to colleges, communicate with students, parents, staff, and the local community, and assist with program operations and maintenance.

Agreement

1. **Term of Agreement**
   1.1 Effective Date: September 15, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
   1.2 Expiration Date: June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **Agreement between the Parties**

The Governmental Unit agrees to perform the following tasks:

- Provide staff to administer the program
- Participate in training for school staff involved in the program
- Develop a roster of students eligible for and willing to participate in the program
- Complete the academic review for eligible students
- Confirm the dates that notifications will go out
- Test the software to make sure that appropriate functionality for the notifications
- Disseminate information to appropriate staff and stakeholders prior to notifications being sent
- Launch the program by sending paper and email notifications to students
- Track student selections via the student information system report and transmit data to the Minnesota Office of Higher Education on an agreed upon schedule
- Provide feedback to the Minnesota Office of Higher Education on program operations and student response
- Send transcripts for each student selecting one or more colleges for Direct Admissions to each college selected by the student within the timeframe indicated by the Office of Higher Education. The Governmental Unit may contract with a third party for e-transcript services to carry out this task.

The State agrees to perform the following tasks:

- Work with Governmental Unit's student information system vendors to make sure academic criteria have been loaded into the system
- Work with Governmental Unit's staff to sign appropriate data sharing agreements
- Provide training for school staff involved in the program
- Provide content for the notifications to students and parents
- Disseminate information and provide training to staff, leadership, and others in preparation for initial notifications
- Disseminate information and provide info sessions to parents, programs, and community groups in preparation for initial notifications
- Receive information from schools on student selections
- Disseminate information on student selections to participating colleges
- Hold program meetings to gather feedback on program operations and student response
- Disseminate follow-up reports every 2 weeks for schools and districts on Direct Admissions participation rates across the pilot schools from September 15-November 30 yearly.

3. **Payment**

a) The State will pay for all services performed by the Governmental Unit under this agreement based on the number of enrolled students receiving a student notification in the fall period of their senior year at each participating school as part of the Direct Admissions program.

Payment for services is limited to schools participating in Direct Admissions under the authority of the Governmental Unit, which include:

- Denfeld High School (MDE ORG # 0709-01-215),
- East High School (MDE ORG # 0709-01-220),
- Duluth Area Learning Center (MDE ORG # 0709-01-611), and
- Academic Excellence Online (MDE ORG # 0709-01-650).

The obligation of the State for services performed pursuant to Clause 2 is detailed in Exhibit 1 and will not exceed:

- $2,500 per school for fiscal year 2024 with 1-99 students;
- $5,000 per school for fiscal year 2024 with 100-499 students;
- $7,500 per school for fiscal year 2024 with 500-799 students; or
- $10,000 per school for fiscal year 2024 with 800 or more students.

- $2,500 per school for fiscal year 2025 with 1-99 students;
- $2,500 per school for fiscal year 2025 with 100-499 students;
- $5,000 per school for fiscal year 2025 with 500-799 students; or
- $5,000 per school for fiscal year 2025 with 800 or more students.

b) Optional Services. The State authorizes the Governmental Unit to contract for e-transcript services for use in Direct Admissions. The obligation of the State for contracted e-transcript services under this Agreement will not exceed $7623 in fiscal year 2024, and $7623 in fiscal year 2025.

c) Total Obligation. The total obligation of the State under this agreement will not exceed $25,000.

d) Payments. Payments shall be made by the State after the Governmental Unit's presentation of request for payment for services performed as demonstrated by:
   - Written notification of the number of students enrolled and receiving a student notification as part of the Direct Admissions program,
   - Transfers the first initial file of data per fiscal year collected by the Governmental Unit for Direct Admissions administration by the State, and
   - The written acceptance of such services by the State's Authorized Representative pursuant to Clause 4.

   Payments for Optional Services. If the Government Unit requests payment for coverage of transcript costs for Direct Admissions, the Governmental Unit must submit a copy of the invoice for transcript services from the transcript vendor, and the invoice must be accepted by the State.

   Request for payment shall be submitted timely and in a form prescribed by the State as shown in Exhibit 2 and according to the following schedule:
   - By December 31, 2023 for services performed August 1, 2023-December 15, 2023, and
   - By December 31, 2024 for services performed August 1, 2024-December 15, 2024.

4. **Authorized Representatives**

The State's Authorized Representative is Meredith Fergus, Director of Research/Co-Manager of Direct Admissions, 651-259-3963, meredith.fergus@state.mn.us, or his/her successor.

The Governmental Unit's Authorized Representative is Simone Zunich, Executive Director of Business Services, simone.zunich@isd709.org (218) 336-8700, or his/her successor.

5. **Assignment, Amendments, Waiver, and Contract Complete.**

5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **Indemnification.**

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. **State Audits.**
Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. **Government Data Practices.**
The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental

Exhibit 1. Obligation by Participating School

School Name	MDE ORG Number	Estimated 12th Grade Enrollment 2023-2024	Program Funding 2023-2024	Program Funding 2024-2025	Total
Denfeld High School	0709-01-215	257	$5,000	$2,500	$7,500
East High School	0709-01-220	393	$5,000	$2,500	$7,500
Duluth Area Learning Center	0709-01-611	28	$2,500	$2,500	$5,000
Academic Excellence Online	0709-01-650	28	$2,500	$2,500	$5,000
District Total			$15,000	$10,000	$25,000

Exhibit 2. Sample Invoice

Example Invoice

Land of Ice and Snow High School

Date: 12/01/2022

Contact Person: Jane Smith
234 Firewood Lane
Viking, MN 55108
555-444-333
business.office@LIS.k12.mn.us

SWIFT Contract

#_____

Bill To:
Meredith Fergus, Direct Admissions
Minnesota Office of Higher Education
1450 Energy Park Drive Suite 350
St. Paul, MN 55108
651-259-3963
meredith.fergus@state.mn.us; ar.ohe@state.mn.us

DESCRIPTION	AMOUNT	
Number of student notifications sent: 99	$	2,500.00
E-transcript Costs: Parchment Subscription & Set-Up	$	1,050.00
Total	$	3,550.00

Signatures.

1. **State Encumbrance Verification**
   Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

2. **Governmental Unit**

Print Name: Simone Zunich

Signature: Exec Director DS Services

Title: _____ Date: 9/5/23

3. **State Agency**
   With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. **Commissioner of Administration**
   As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

Grant Applications
August 2023

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

Organization	Author/Contact	Project Title	Amount Requested	Terms
The Northland Foundation	Jen Jaros	Prenatal-Grade 3 (Early Childhood and Curriculum Depts)	4,000	Annually The Northland Foundation invites our district to apply for funds to continue working toward P3 goals. ISD709 has participated in MDE's P3 Initiative for over 10 years. Additionally, The Northland Foundation offers an Early Childhood Summit. A team from our district attends and is then offered this grant opportunity. We have been active participants in this important work. In recent years, the funds have been used for preschool SEL/PBIS-like Pyramid Model training, travel expenses and supplies. Additionally, this year this funding allowed us to gather early childhood and kindergarten teachers, principals and other leaders to learn/train in regard to intentional play-based learning in the classroom. This grant would be used for similar purposes next year. The P3 Leadership group of Jen Jaros, Sherry Williams, Brenda Spartz and Sally Weidt will be meeting in the next few weeks create a plan forward. THIS GRANT IS DUE 6/20, and will be written once approved through this process.
The Northland Foundation	Cal Harris	Laura MacArthur/ HBCU Trip	6,500	2023 Historic Black College and University and Civil Rights History Tour
The Northland Foundation	Katie Scheufeli	Preschool/Head Start	14,000	COSP Facilitator training for 2 staff who were not trained initially (mental health

				coordinator and education coordinator) ~$800/person= $1600 (4 day training) Tier 1 training for the above 2 staff (2) ~$1,000/person= $2000 (online training) Tier 2 Training for 4 staff ~$2200/staff= $8800. (online training) Travel expenses (hotel, food) ~$1600
Ordean Foundation	Cal Harris	Laura MacArthur/ HBCU Trip	5,000	2023 Historic Black College and University and Civil Rights History Tour. To cover costs of Hotel and Food.
Lester Park Foundation	Sarah Crowell	Lester Park Spanish Club	4,300	To hire a PT program coordinator that will both manage the logistics and teach the after-school club. LPF Grant Breakdown to District Up to 60 hours of program coordination and teaching prep time at $20 an hour: $1200 per year Up to three classes per day, 2:15 - 4:30pm at $20/hr, for a Fall and Spring sessions: $2700 per year • 11.25 hours a week for six weeks = up to 67.5 teaching hours per session • Could accommodate up to 225 kids for a once a week session Materials and Supplies: $400 per year Grant Total: $4300

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, September 7, 2023
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
3:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
   - A. 516 Student Medication (to replace 6180) 2
3. **POLICIES FOR SECOND READING**
   - A. 904 Distribution of Materials on School District Property by Non-School Persons 9
4. **POLICIES FOR REVIEW**
   - A. 418 Drug-Free Workplace/Drug-Free School 17
   - B. 419 Tobacco-Free Environment 22
   - C. 513 Student Promotion, Retention, and Program Design 25
   - D. 509 Enrollment of Nonresident Students 27
   - E. 516.5 Overdose Medication 32
5. **REGULATIONS - Informational**
   - A. Deletion of 6180R Procedures of Administration of Medication During the School Day 36
6. **OTHER**

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 516
Orig. 1995
Rev. 2022

516 STUDENT MEDICATION

[Note: The necessary provisions for complying with Minnesota Statutes sections 121A.22, Administration of Drugs and Medicine, 121A.221, Possession and Use of Asthma Inhalers by Asthmatic Students, and 121A.222, Possession and Use of Nonprescription Pain Relievers by Secondary Students are included in this policy. The statutes do not regulate administration of drugs and medicine for students age 18 and over or other nonprescription medications. Please note that §121A.22 does not require school districts to apply the administration of medication rule to drugs or medicine used off school grounds, drugs or medicines used in connection with athletics or extra-curricular activities, and drugs and medicines that are used in connection with activities that occur before or after the regular school day.]

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering non emergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication during the school day. Any reference to prescription or prescribed medication or drugs in this policy includes over the counter (OTC) medication, with the exception of non prescription pain medication possession for secondary students (see section K, number 7 for requirement). The school district's licensed school nurse, trained health ~~clerk~~ assistant, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. REQUIREMENTS

A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.

B. An ~~"Administrating Prescription Medications"~~ "Authorization to Administer Medication" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes section 152.22, Subd. 6.

C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label. Over

the counter medications must be in a properly labeled container and have the manufacturer's recommendations clearly written.

D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.

E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).

F. The school must be notified immediately by the parent or student 18 years old or older ~~in writing~~ of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.

G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.

H. The school nurse, or other designated person, shall be responsible for the filing of the Authorization to Administer Medications ~~Administering Prescription Medications~~ form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.

I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minnesota Statutes section 121A.21). ~~The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy~~

J. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

K. Specific Exceptions:

1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;

2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;

3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;

4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;

5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:

   a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;

   b. the inhaler is properly labeled for that student; and

   c. the parent has not requested school personnel to administer the medication to the student.

   The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

   If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

6. Medications:

   a. that are used off school grounds;

   b. that are used in connection with athletics or extracurricular activities; or

   c. that are used in connection with activities that occur before or

after the regular school day are not governed by this policy.

[Note: The provisions of paragraph 6 are optional and the school board may choose to include or exclude any of the provisions specified.]

7. Nonprescription Medication. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

[Note: School districts should consult with licensed medical and nursing personnel to address whether nonprescription medications will be allowed at elementary schools and whether and under what conditions school personnel will participate in storing or administering nonprescription medications.]

8. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

   a. possess epinephrine auto-injectors; or

   b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

   The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

9. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

L. "Parent" for students 18 years old or older is the student.

M. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

N. Procedure regarding unclaimed drugs or medications.

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.

2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section§ 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.

3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section§ 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

Legal References: Minn. Stat. § 13.32 (Student Health Data)
Minn. Stat. § 121A.21 (Hiring of Health Personnel)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock

Supply of Epinephrine Auto-Injectors)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References: Policy 4035 (Drug Free Workplace)
Policy 4036 (Drug and Alcohol Testing)
Policy 4036R (Drug and ALcohol Testing Regulations)

Replacing: Policy 6180 (Medication Administration in School)
Policy 6180R (Procedures of Administration of Medication During the School Day)

6180 MEDICATION ADMINISTRATION IN SCHOOL

It is not the responsibility of the school or its employees to prescribe medications or home remedies. Medications should be administered at home under the supervision of the parent/guardian when possible. However, the school district acknowledges that some students may require administration of medication during the regular school day. The school district's Licensed School Nurse or designee will administer medications in accordance with Minnesota State Statues.

1. Medication must be provided by the parent/guardian. Prescribed medication must be stored in a pharmacy labeled container with accurate label instructions. Nonprescription medication must be in a properly labeled container and have manufacturer's recommendations clearly available.

2. A written request from the parent/guardian giving permission to administer medication must be received in writing within two (2) days of an oral request.

3. Administration of medication must be done according written medical order of the student's licensed health care provider. Prescription asthma or reactive airway disease medications and nonprescription pain relief medications for secondary students may be administered following Minnesota Statues and school district procedures.

4. Permission for the Licensed School Nurse to contact the prescribing medical provider must be obtained before ISD 709 accepts any medical order.

5. The administration of subcutaneous, instramuscular, intravenous, or rectal medications will be performed by the Licensed School Nurse, Registered Professional Nurse or Licensed Practical Nurse under the direction of the Licensed School Nurse. (A trained designee may administer auto injectables.)

6. Medications must be administered following written procedures of the School District. (see 6180R)

Reference: MS 121A.22

Adopted: 11-14-1989 ISD 709
Revised: 06-20-1995
03-16-1999
10-19-2004
09-19-2006 ISD 709

904 DISTRIBUTION OF MATERIALS ON SCHOOL DISTRICT PROPERTY BY NONSCHOOL PERSONS

I. PURPOSE

The purpose of this policy is to provide for distribution of materials appropriate to the school setting by nonstaff and nonstudents on school district property in a reasonable time, place, and manner which does not disrupt the educational program nor interfere with the educational objectives of the school district.

II. GENERAL STATEMENT OF POLICY

A. The school district intends to provide a method for nonschool persons and organizations to distribute materials appropriate to the school setting within the limitations and provisions of this policy.

B. To provide for orderly and nondisruptive distribution of materials, the school board adopts the following regulations and procedures.

III. DEFINITIONS

A. "Distribution" means circulation or dissemination of materials by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying materials, or placing materials in internal staff or student mailboxes.

B. "Materials" includes all materials and objects intended by nonschool persons or nonschool organizations for distribution. Examples of nonschool-sponsored materials include, but are not limited to, leaflets, brochures, buttons, badges, flyers, petitions, posters, underground newspapers whether written by students, employees or others, and tangible objects.

C. "Nonschool person" means any person who is not currently enrolled as a student in or employed by the school district.

D. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and

3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

E. "Minor" means any person under the age of eighteen (18).

F. "Material and substantial disruption" of a normal school activity means:

1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.

2. Where the normal school activity is voluntary in nature (including school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, specific facts must exist upon which the likelihood of disruption can be forecast including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

G. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, other theatrical productions, and in-school lunch periods.

H. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower him or her in the esteem of the community.

IV. GUIDELINES

A. Nonschool persons and organizations may, within the provisions of this policy, be granted permission to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, materials and objects which are appropriate to the school setting.

B. Requests for distribution of materials will be reviewed by the administration on a case-by-case basis. However, distribution of the following materials is always prohibited. Material is prohibited that:

1. is obscene to minors;

2. is libelous;

3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;

4. advertises any product or service not permitted to minors by law;

5. advocates violence or other illegal conduct;

6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religion, or ethnic origin);

7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

C. Permission for nonschool persons to distribute materials on school district property is a privilege and not a right. In making decisions regarding permission for such distribution, the administration will consider factors including, but not limited to, the following:

1. whether the material is educationally related;

2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;

3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;

4. the quantity or size of materials to be distributed;

5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;

6. whether distribution would require that nonschool persons be present on the school grounds;

7. whether the materials are a solicitation for goods or services not requested by the recipients.

V. TIME, PLACE, AND MANNER OF DISTRIBUTION

If permission is granted pursuant to this policy for the distribution of any materials, the time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

VI. PROCEDURES

A. Any nonschool person wishing to distribute materials must first submit for approval a copy of the materials to the administration at least five days in advance of desired distribution time, together with the following information:

1. Name and phone number of the person submitting the request.

2. Date(s) and time(s) of day of requested distribution.

3. If material is intended for students, the grade(s) of students to whom the distribution is intended.

4. The proposed method of distribution.

B. The administration will review the request and render a decision. The administration will assign a location and method of distribution and will inform the persons submitting the request whether nonschool persons may be present to distribute the materials. In the event that permission to distribute the materials is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.

C. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

D. In the event that permission to distribute materials is denied, the nonschool person or organization may request reconsideration of the decision by the superintendent. The request for reconsideration must be in writing and must set forth the reasons why distribution is desirable and in the interest of the school community.

VII. VIOLATION OF POLICY

Any party violating this policy or distributing materials without permission will be directed to leave the school property immediately and, if necessary, the police will be called.

VIII. IMPLEMENTATION

The school district administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

Legal References:
U. S. Const., amend. I
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)
Doe v. South Iron R-1 School District, 498 F.3d 878 (8th Cir. 2007)
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987)
Cornelius v. NAACP Legal Defense and Educational Fund, Inc., 473 U.S. 788, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985)
Perry Education Ass'n v. Perry Local Educators' Ass'n, 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983)
Roark v. South Iron R-1 School Dist., 573 F.3d 556 (8th Cir. 2009)
Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist., 640 F.3d 329 (8th Cir. 2011), cert. denied 565 U.S. 1036, 132 S.Ct. 592 (2011)

Cross References:
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)

First Reading: 08.15.2023
Second Reading:

Adopted:_____ *MSBA/MASA Model Policy 904*
Orig. 1995
Revised:_____ *Rev. 2002*

904 DISTRIBUTION OF MATERIALS ON SCHOOL DISTRICT PROPERTY BY NONSCHOOL PERSONS

I. PURPOSE

The purpose of this policy is to provide for distribution of materials appropriate to the school setting by nonstaff and nonstudents on school district property in a reasonable time, place, and manner which does not disrupt the educational program nor interfere with the educational objectives of the school district.

II. GENERAL STATEMENT OF POLICY

A. The school district intends to provide a method for nonschool persons and organizations to distribute materials appropriate to the school setting within the limitations and provisions of this policy.

B. To provide for orderly and nondisruptive distribution of materials, the school board adopts the following regulations and procedures.

III. DEFINITIONS

A. "Distribution" means circulation or dissemination of materials by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying materials, or placing materials in internal staff or student mailboxes.

B. "Materials" includes all materials and objects intended by nonschool persons or nonschool organizations for distribution. Examples of nonschool-sponsored materials include, but are not limited to, leaflets, brochures, buttons, badges, flyers, petitions, posters, underground newspapers whether written by students, employees or others, and tangible objects.

C. "Nonschool person" means any person who is not currently enrolled as a student in or employed by the school district.

D. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and

3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

E. "Minor" means any person under the age of eighteen (18).

F. "Material and substantial disruption" of a normal school activity means:

1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.

2. Where the normal school activity is voluntary in nature (including school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, specific facts must exist upon which the likelihood of disruption can be forecast including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

G. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, other theatrical productions, and in-school lunch periods.

H. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower him or her in the esteem of the community.

IV. GUIDELINES

A. Nonschool persons and organizations may, within the provisions of this policy, be granted permission to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, materials and objects which are appropriate to the school setting.

B. Requests for distribution of materials will be reviewed by the administration on a case-by-case basis. However, distribution of the following materials is always prohibited. Material is prohibited that:

1. is obscene to minors;

2. is libelous;

3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;

4. advertises any product or service not permitted to minors by law;

5. advocates violence or other illegal conduct;

6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religion, or ethnic origin);

7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

C. Permission for nonschool persons to distribute materials on school district property is a privilege and not a right. In making decisions regarding permission for such distribution, the administration will consider factors including, but not limited to, the following:

1. whether the material is educationally related;

2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;

3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;

4. the quantity or size of materials to be distributed;

5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;

6. whether distribution would require that nonschool persons be present on the school grounds;

7. whether the materials are a solicitation for goods or services not requested by the recipients.

V. TIME, PLACE, AND MANNER OF DISTRIBUTION

If permission is granted pursuant to this policy for the distribution of any materials, the time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

VI. PROCEDURES

A. Any nonschool person wishing to distribute materials must first submit for approval a copy of the materials to the administration at least five days in advance of desired distribution time, together with the following information:

1. Name and phone number of the person submitting the request.

2. Date(s) and time(s) of day of requested distribution.

3. If material is intended for students, the grade(s) of students to whom the distribution is intended.

4. The proposed method of distribution.

B. The administration will review the request and render a decision. The administration will assign a location and method of distribution and will inform the persons submitting the request whether nonschool persons may be present to distribute the materials. In

the event that permission to distribute the materials is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.

C. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

D. In the event that permission to distribute materials is denied, the nonschool person or organization may request reconsideration of the decision by the superintendent. The request for reconsideration must be in writing and must set forth the reasons why distribution is desirable and in the interest of the school community.

VII. VIOLATION OF POLICY

Any party violating this policy or distributing materials without permission will be directed to leave the school property immediately and, if necessary, the police will be called.

VIII. IMPLEMENTATION

The school district administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

[Note: School districts are encouraged to consider additional guidelines which reflect varied local practices relating to this subject matter including addressing the subject of consistency and uniformity for approving or disapproving practices under this policy.]

Legal References:
U. S. Const., amend. I
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)
Doe v. South Iron R-1 School District, 498 F.3d 878 (8th Cir. 2007)
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987)
Cornelius v. NAACP Legal Defense and Educational Fund, Inc., 473 U.S. 788, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985)
Perry Education Ass'n v. Perry Local Educators' Ass'n, 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983)
Roark v. South Iron R-1 School Dist., 573 F.3d 556 (8th Cir. 2009)
Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist., 640 F.3d 329 (8th Cir. 2011), cert. denied 565 U.S. 1036, 132 S.Ct. 592 (2011)

Cross References:
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, ~~(including~~ edible cannabinoid products~~)~~, and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, ~~(including~~ edible cannabinoid products~~)~~, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, ~~(including~~ edible cannabinoid products~~)~~, or controlled substances in any school location.

C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.

~~C.~~D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.~~any route of administration.~~

E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the commissioner.

F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

H. "Sell" means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.

~~H.~~ I. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.

J. "Use" means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means. ~~includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.~~

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.

V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products,must comply with the school district's student medication policy.

[Note: School districts are required by Minnesota Statutes, section 121A.22 to develop procedures for the administration of drugs and medicine. If the school district does not have a student medication policy such as MSBA/MASA Model Policy 516, this Paragraph A. can be modified to provide: "Students

who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must provide a copy of the prescription and the medication to the school nurse, principal, or other designated staff member. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer the prescribed medication except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, in accordance with school district procedures."]

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

[Note: The Drug-Free Workplace Act requires that school district employees be notified by a published statement of the prohibition of the use of controlled substances and actions that will be taken against employees for violations of such prohibition. 41 United States Code section 8103; 34 Code of Federal Regulations Part 84. An acknowledgment will document satisfaction by the school district of this federal requirement.]

D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances, inotxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the superintendent.

F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medial cannabis, nonintoxicating cannabinoids, or edible cannabinoid products.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. SCHOOL PROGRAMS

A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:

1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and

2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.

B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.

C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

VI. ENFORCEMENT

A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and ~~(including~~ edible cannabinoid products~~),~~.

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provide by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References:
Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01, Subd. 15a (Definitions)
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)
Minn. Stat. § 342.56 (Limitations)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

Replacing: Policy 4036
Adopted: 08.16.2022
Reviewed:

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 American Indian student may carry medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. 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 assistwith 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: 04.26.2022
Adopted: 05.17.2022

513 STUDENT PROMOTION, RETENTION, AND PROGRAM DESIGN

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

A. Promotion

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

B. Retention

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

C. Program Design

1. The superintendent, with participation of the professional staff and parents, shall develop and implement programs to challenge students that are consistent with the needs of students at every level. A process to assess and evaluate students for the program assignment shall be developed in coordination for such programs. All programs will be aligned with creating the World's Best Workforce.

2. The school district may identify students, locally develop programs and services addressing instructional and affective needs, provide staff development, and evaluate programs to provide gifted and talented students with challenging and appropriate educational programs and services.

3. The school district ~~will~~ must adopt guidelines for assessing and identifying students for participation in gifted and talented programs and services consistent with Minnesota Statues, section 120B.11. The guidelines should include the use of:

   a. multiple objective criteria; and

   b. assessments and procedures that are valid and reliable, fair, and research based. Assessments and procedures should be sensitive to under-represented groups, including, but not limited to, low-income, minority, twice-exceptional, and English learners.

4. The school district ~~will~~ must adopt procedures for the academic acceleration of gifted and talented students. These procedures will include how the district will:

   a. assess a student's readiness and motivation for acceleration; and

   b. match the level, complexity, and pace of the curriculum to a student to achieve the best type of academic acceleration for that student.

5. The school district ~~will~~ must adopt procedures consistent with Minnesota Statutes, section 124D.02 for early admission to kindergarten or first grade of gifted or talented learners consistent with Minnesota Statutes, section 120B.11, subdivision 2, clause (2).~~which describe the comprehensive evaluation in cognitive, social, and emotional development domains to help determine a child's ability to meet kindergarten grade expectations and progress to first grade in the subsequent year for early admission to kindergarten or first grade of gifted and talented learners.~~ The procedures must be sensitive to under-represented groups.

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

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

Adopted: 05/16/2017
Revised: 04/17/2018 ISD 709
Reviewed: 04/25/2023
Reviewed:

509 ENROLLMENT OF NONRESIDENT STUDENTS

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

I. PURPOSE

The school district desires to participate in the Enrollment Options Program (Open Enrollment) established by Minnesota Statutes section 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.

II. GENERAL STATEMENT OF POLICY

The school board adopts specific standards for acceptance and rejection of Open Enrollment applications.

III. OPEN ENROLLMENT PROCESS

A. ~~Eligibility. Applications for~~ Open E~~e~~nrollment ~~under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the~~ application~~s~~ will ~~not~~ be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and

2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minnesota Statutes section 124D.03.

3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. If the school district limits enrollment of nonresident students pursuant to this section, the district shall report to the Commissioner of the Minnesota Department of Education (MDE) by July 15 on the number of nonresident pupils denied admission due to the limitations on the enrollment of nonresident pupils.

IV. BASIS FOR DECISIONS

A. Standards that may be used for rejection of application.

In addition to the provisions ~~of Paragraph II.A.~~ above, the school district may refuse to allow a pupil who is expelled under Minnesota Statutes, section 121A.45 to enroll during the term of the expulsion if the student was expelled for:

4. possessing a dangerous weapon, including a weapon, device, instrument~~s~~, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, ~~with the~~ except~~ion~~ that such term does not include ~~of~~ a pocket knife with a blade less than two and one-half inches in length, at school or a school function;

5. possessing or using an illegal drug at school or a school function;

6. selling or soliciting the sale of a controlled substance while at school or a school function; or

7. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

B. Standards that may not be used for rejection of application.

The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:

1. previous academic achievement of a student;

2. athletic or extracurricular ability of a student;

3. disabling conditions of a student;

4. a student's proficiency in the English language;

5. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or

6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in ~~Section F. of~~ this policy.

C. Application

The student and parent or guardian must complete and submit the "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education (or the Statewide Enrollment Options Application for State-funded Voluntary Prekindergarten (VPK) or School Readiness Plus (SRP) Application if applicable) developed by MDE and available on its website.

The school district may require a nonresident student enrolled in a program under Minnesota Statutes, section 125A.13, or in a preschool program, except for a program under Minnesota Statutes, section 124D.151 or Laws 2017, First Special Session chapter 5, article 8, section 9, to follow the application procedures under this subdivision to enroll in kindergarten. A district must allow a nonresident student enrolled in a program under Minnesota Statutes, section 124D.151 or Laws 2017, First Special Session chapter 5, article 8, section 9, to remain enrolled in the district when the student enters kindergarten without submitting annual or periodic applications, unless the district terminates the student's enrollment under subdivision 12.

The school district shall notify the parent or guardian in writing by February 15 or within ninety (90) days for applications submitted after January 15 in the case of achievement and integration district transfers whether the application has been accepted or rejected. If an application is rejected, the district must state in the notification the reason for rejection. The parent or guardian must notify the nonresident district by March 1 or within ten (10) business days whether the pupil intends to enroll in the nonresident district.

~~a School District Enrollment Options Program application developed by the Minnesota Department of Education and available on their website (education.mn.gov). Go to "Students and Families," then, under "School Choice," select "Open Enrollment." The form is entitled, "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education."~~

D. Lotteries

If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

1. the student's resident district does not operate a school building;

2. the municipality is located partially or fully within the boundaries of at least five school districts;

3. the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and

4. no other nonresident, independent, special, or common school district operates a school building within the municipality.

The process for the school district lottery must be established by school board policy and posted on the school district's website.

E. Exclusion

7. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.

8. Superintendent's review. The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

F. Termination of Enrollment

The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statutes section 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minnesota Statutes chapter 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8.

A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

Legal References:
Minn. Stat. § 120A.22, Subd. 3(e) and Subd. 8 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (~~The~~ Pupil Fair Dismissal Act)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. § 260C.007, Subd. 19 (Definitions)
Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)
Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)
18 U.S.C. 930, para. (g)(2) (Definition of weapon)

Cross References:
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 517 (Student Recruiting)

Replacing: 5035
First Reading: 05.16.2023
Second Reading: 06.20.23
Adopted: 06.20.23
Reviewed:

516.5 OVERDOSE MEDICATION

[Note: The 2023 Minnesota legislature enacted legislation requiring s~~S~~chool districts to maintain a supply of opiate antagonists. ~~are not required to adopt a policy on the use of emergency drugs for the treatment of drug-related overdoses.~~ School districts and their employees are legally permitted to purchase, store, and administer Naloxone (Narcan) in response to an opiate overdose in schools and those who do assist with such administration are immune from civil liability as well as exempt from criminal prosecution from possession, use, etc. of ~~a prescription~~ medication.~~, particularly to an individual to whom it was not prescribed.~~ The provisions of this policy outline the requirements of the law with respect to the use of Naloxone (Narcan) in schools.]

I. PURPOSE

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan)[1], and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day.

II. GENERAL STATEMENT OF POLICY

The school board authorizes school district administration to obtain and possess opioid overdose reversal medication, such as Naloxone to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

III. DEFINITIONS

A. **"Drug-related overdose"** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.

B. **"Naloxone Coordinator"** is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district's Naloxone Coordinator is the Assistant Superintendent or designee.

C. **"Opiate"** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug

[1] Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the internasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intermuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an "IM kit."

having such addiction forming or addiction sustaining liability.

D. **"Opiate Antagonist"** means naloxone hydrochloride ("Naloxone") or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.

E. **"Standing Order"** means directions from the medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:

1. Administration type

2. Dosage

3. Date of issuance

4. Signature of the authorized provider

IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES

A. The school district must maintain a supply of opiate antagonists at each school site to be administered in compliance with Minnesota law. Each school building must have two doses of nasal naloxone available on-site.

[Note: The Minnesota Department of Education offered guidance regarding the meaning of "school site." If a school site includes multiple buildings, the two-dose requirement applies to buildings used for instruction. It does not apply to administrative buildings, facility buildings, ice arenas, and similar buildings not used for instruction.]

B. A licensed physician, a licensed advanced practice registered nurse authorized to prescribe drugs pursuant to Minnesota Statutes, section 148.235, or a licensed physician assistant may authorize a nurse or other personnel employed by, or under contract with, a public school may be authorized to administer opiate antagonists as defined under Minnesota Statutes, section 604A.04, subdivision 1.

C. A licensed practical nurse is authorized to possess and administer an opiate antagonist in a school setting notwithstanding Minnesota Statutes, 148.235, subdivisions 8 and 9.

D. District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a district-wide collaborative planning and implementation team ("District Planning Team") who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

1. The District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or designee or solicited as volunteers by the superintendent.

2. The District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of

Naloxone or other Opiate Antagonist by school district staff at designated school sites and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.

3. The District Planning Team will develop district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:

   a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;

   b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;

   c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and

   d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.

4. The District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

E. Site Planning Teams

1. In consultation with the District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.

2. The Site Planning Team will be responsible for the coordination and implementation of this policy, district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and district wide procedures and guidelines.

F. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

V. NALOXONE STORAGE

A. The Site Planning Team will select Naloxone storage locations within the school site.

B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.

C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

VI. Privacy Protections

The school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

Legal References:
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.224 (Opiate Antagonists)
Minn. Stat. § 144.344 (Emergency Treatment)
Minn. Stat. § 148.235 (Prescribing Drugs and Therapeutic Devices)
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances)
~~Minn. Stat. § 152.212 (Labeling of Prescription Drug Containers)~~
Minn. Stat. § 604A.01 (Good Samaritan Law)
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)
Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)
20 U.S.C. § 1232g (Family Educational and Privacy Rights)

Cross Reference:
MSBA/MASA Model Policy 516 (Student Medication)
Minnesota Department of Health Toolkit on the Administration of Naloxone

First Reading: 04.25.23
Second Reading: 05.16.23
Adopted: 05.16.23
Reviewed:

6180R PROCEDURES OF ADMINISTRATION OF MEDICATION DURING THE SCHOOL DAY

1. Parent/Guardian Permission: A written request from the parent/guardian giving school personnel permission to administer prescription or nonprescription medication is required annually and within two days of an oral request.

2. Prescription Medication: An annual statement from the prescribing health care provider is required with the exception of asthma or reactive airway disease medications (see #5 below). The name of the medication, reason it is prescribed, and the dosage, time, and frequency that the medication is to be given at school must be provided. Permission for the Licensed School Nurse to communicate with the ordering health care provider must be provided before accepting any medical order. Short term prescription medications may be administered for up to two (2) weeks without a physician's statement with accurate pharmacy labeling.

3. Nonprescription Medication: An annual statement from the prescribing health care provider is required for all over the counter medications with the exception of nonprescription pain relievers for secondary students (see #6 below). The name of the medication, reason it is prescribed, and the dosage, time, and frequency that the medication is to be given at school must be provided.

4. Medication must be provided by the parent/guardian. Prescribed medication must be stored in a pharmacy labeled container with accurate label instructions. Nonprescription medication must be in a properly labeled container and have manufacturers' recommendations clearly available.

5. Self - Administration: Students may self-administer prescription asthmas inhalers when a written request from the parent/guardian has been received by the school. The inhaler must be properly labeled for that student.

6. Students may possess non-syringe injectors of epinephrine when the parent and prescribing medical professional provides a written request to do so.

7. A secondary (7-12) student may possess and use nonprescription pain relief in a manner consistent with the labeling. If the school has received a written authorization from the student's parent or guardian permitting the student to self-administer the medication. The school may revoke a student's privilege to possess and use nonprescription pain relievers if the school determines that the student is abusing the privilege. Students may not possess or use any drug or product containing ephedrine or pseudoephedrine. **8.** No sharing of medication is permitted.

9. Storage: Medications administered by school staff are to be stored under locked protection in the school health office.

10. Emergencies: For each student whose health condition requires a prescribed emergency medication, a written Individual Health Plan will be formulated by parent, student, teacher, licensed school nurse, and principal. The plan should take into consideration the written order of the family physician and should identify which trained school personnel can give emergency mediation to the student.

Approved: 06-09-1970 ISD 709
Revised: 06-15-1982
11-14-1989
06-20-1995
0 8-15-2006 ISD 709

Consent Agenda - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, September 19, 2023
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
6:30 PM

1. **Consent Agenda**
   A. **Approval of Minutes from Past School Board Meetings**
      1) Regular School Board Meeting - August 15, 2023 3
      2) Special School Board Meeting Re: Negotiations - August 15, 2023 6
   B. **Approval of Action Items**
      1) Human Resources
         a. Staffing Report 7
         b. Job Description for Educational Technology and Innovation Coordinator 10
         c. Other Action Items
      2) Finance
         a. Financial Report 14
         b. Fundraisers 15
         c. Bids, RFPs and Quotes - None
         d. Contracts, Change Orders, Leases
            (1) Contract - BAYADA Home Health Care, Inc. 16
            (2) Contract - Soliant Health, LLC (Teleservices agreement for FY24) 21
      3) Items Brought Forward From the Monthly Committee of the Whole Meeting
      4) Other
         a. Diploma Requests - None
         b. Field Trip Requests
            (1) Historically Black Colleges and Universities Tour Field Trip 26
         c. Data Sharing Agreements - None
   C. **Approval of Policy Readings**
      1) First Readings
         a. 516 Student Medication (to replace 6180) 44
      2) Second Readings
         a. 904 Distribution of Materials on School District Property by Non-School Persons 51
      3) Policies for Review
         a. 418 Drug-Free Workplace/Drug-Free School 63
         b. 419 Tobacco-Free Environment 73
         c. 513 Student Promotion, Retention, and Program Design 79

d. 509 Enrollment of Nonresident Students 81
e. 516.5 Overdose Medication 90

D. **Approval of Committee Reports**

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

1) Monthly Committee of the Whole - September 7, 2023 98
2) Policy Committee - September 7, 2023 160
3) Human Resources/Business Services Committee - September 12, 2023 196

Regular School Board Meeting
Tuesday, August 15, 2023 6:30 PM Central

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

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

Present: 6, Absent: 1.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda
Move to approve the agenda. This motion, made by Rosie Loeffler-Kemp and seconded by David Kirby, Passed. This motion, made by Rosie Loeffler-Kemp and seconded by David Kirby, Passed.
Paul Sandholm: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea
Yea: 6, Nay: 0, Absent: 1

5. School and Community Recognition
Assistant Superintendent Bonds presented the School and Community Recognition

6. Public Comment
None

7. Reading Communications, Petitions, Etc.
None

8. Report of the Superintendent

8.A. Reports from Student School Board Representatives
Superintendent Magas read the East Student School Board Representative August Report

8.B. Superintendent's Report
Superintendent Magas presented the Superintendent's Report. Discussion was had.

8.C. Schedule of Meetings and Events
Chair Lofald shared the Schedule of Meetings and Events.

9. Report of Standing Committees

9.A. Committee of the Whole

9.A.1) Monthly Committee of the Whole *(August 9, 2023)*
Assistant Superintendent Bonds presented the Committee of the Whole Report. Discussion was had.

9.B. Human Resources/Business Services Committee *(August 9, 2023)*
Member Durick Eder presented the Human Resources/Business Services Committee Report. Discussion was had.

9.C. Policy Committee *(August 9, 2023)*
Member Loeffler-Kemp presented the Policy Committee Report. Discussion was had.

10. General Board Committee Updates
Chair Lofald shared information regarding attendance at the 2023 MSBA Summer Leadership Seminar.
Chair Lofald shared that Unity In Our Community is happening on August 21st.
Chair Lofald shared an opportunity for school board members to attend the August 29th Staff Professional Development Day.
Member Durick Eder shared information from her attendance at the Intergovernmental Committee meeting.
Member Loeffler-Kemp shared that Head Start Meetings are starting up this month.
Member Loeffler-Kemp shared information related to the Duluth Public Schools Endowment fund.
Member Loeffler-Kemp is also currently on the Great Lakes Aquarium board with other district staff.

11. Consent Agenda
Motion to Amend the Consent Agenda to include 1.B.1)a. Approval of Settlement Agreement with Employee. This motion, made by Kelly Durick Eder and seconded by David Kirby, Passed.
Paul Sandholm: Absent, Alanna Oswald: Abstain (Without Conflict), Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea
Yea: 5, Nay: 0, Absent: 1, Abstain (Without Conflict): 1
Move to approve the Consent Agenda as amended. This motion, made by Rosie Loeffler-Kemp and seconded by Kelly Durick Eder, Passed.
Paul Sandholm: Absent, Alanna Oswald: Abstain (Without Conflict), Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea
Yea: 5, Nay: 0, Absent: 1, Abstain (Without Conflict): 1

12. Resolutions from Committee Reports

12.A. B-8-23-3981 - Acceptance of Donations to Duluth Public Schools
Move to accept B-8-23-3981 Acceptance of Donations to Duluth Public Schools. This motion, made by Rosie Loeffler-Kemp and seconded by Amber Sadowski, Passed.
Paul Sandholm: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea
Yea: 6, Nay: 0, Absent: 1

13. Special Resolutions and Action Items

14. Questions / Other

15. Adjournment

Move to adjourn at 7:56 p.m. This motion, made by David Kirby and seconded by Kelly Durick Eder, Passed.
Paul Sandholm: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea
Yea: 6, Nay: 0, Absent: 1

Special [Closed] School Board Meeting - Negotiations

Tuesday, August 15, 2023 5:30 PM Central

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

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

Present: 5, Absent: 2.

1. Call to Order
at 5:32 p.m.

2. Roll Call

3. The Open Meeting Law, Minnesota Statute section 13D.03, sub. (1) states that a public body shall close a meeting for the purpose of considering strategy for labor negotiations.
Move to convene to closed session 5:34 p.m. This motion, made by Jill Lofald and seconded by David Kirby, Passed.
Alanna Oswald: Absent, Paul Sandholm: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea
Yea: 5, Nay: 0, Absent: 2
Meeting reconvened to open session at 6:32 p.m.

4. Official Action Related to Closed Session, If Necessary

5. Adjournment
Move to adjourn at 6:32 p.m. This motion, made by David Kirby and seconded by Rosie Loeffler-Kemp, Passed.
Alanna Oswald: Absent, Paul Sandholm: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea
Yea: 5, Nay: 0, Absent: 2

HUMAN RESOURCES ACTION ITEMS FOR: SEPTEMBER 19, 2023

CERT APPOINTMENT	POSITION	EFFECTIVE DATES
ALVAREZ, CHARLIE D	Grade 2 Spanish Immersion/Lowell, (MA) IV 9 1.0,	08/29/2023
AMYS, SAMANTHA J	Orchestra Teacher/Lincoln Park,Denfeld, (BA) III 7 1.0, Klimek, B. transfer	08/29/2023
ARRO, LANA	Middle/High School Math (TOSA)/AEO/ALC, (MA) IV 9 1.0,	08/29/2023
BAYCH, AMANDA S	Band Co-Teacher/Lincoln Park, (BA+30) IV 3 1.0,	08/29/2023
BOHAN, BRYNN M	Physical Science/Biology/ Denfeld, (BA+45) III 1 1.0, Ballavance K. resigned	08/29/2023
CARL, GRANT J	Co-Orchestra Teacher/Lincoln Park, (BA) III 1 0.6,	08/29/2023
CLARK, ANDREA M	Library Media Specialist/Myers Wilkins, (BA) III 8 0.8, Backstrom M. transferred	08/29/2023
CONSIDINE, ERIN C	Speech Language Pathologist/District Wide, (MA) IV 9 1.0,	08/29/2023
ECKEL, JENNIFER N	Sped Residential Teacher/Rockridge, (MA) IV 6 1.0, Hoppe, A. transferred	08/29/2023
ELNES-SCHEPPER, RONDA D	DAPE Teacher/District Wide, (MA) IV 9 1.0, replacing Leblanc M.	08/29/2023
FELDMAN MCCULLOUGH, HARMONY C	Preschool Social Worker/Headstart, (MA) IV 9 0.5,	08/29/2023
FURCHERT, CAROL A	Social Studies/ALC, (MA+15)IV 9 1.0,	08/29/2023
HAGGEN, AMANDA M	Music Teacher/Lakewood/Stowe, (MA)IV 6 1.0,	08/29/2023
HAUSSNER, MARY B	Library Media Specialist/Piedmont, (MA) IV 9 1.0, Davidson G. transfer	08/29/2023
HILDR, JILL A	Sped ECSE B-6 Teacher/District Wide, (BA+45) III 8 1.0,	08/21/2023
HUGHES, KIM M	Sped SMI/ASD Setting III Teacher/Denfeld, (MA) IV 8 1.0, replaced Harkins, S.	08/29/2023
KELLEY, KATHERINE F	Sped Speech Lang. Path./District Wide, (MA) IV 9 1.0,	08/29/2023
KLUG, KAYLA L	Sped Physical Therapist/District Wide, (PhD)V 9 1.0, R. Rodd retired	08/29/2023
LARSON, ASHLEY B	Elementary Math Interventionist TOSA/Piedmont, (BA) III 1 1.0, Dolinsek K. transferred	08/29/2023
LOFALD, RACHEL C	ORCHESTRA TCHR/DENFELD, (MA) STEP	08/29/2023
LOZINSKI, MEGHAN M	GRADE 8/LINCOLN PARK, (MA)IV 5, 1.0 FTE/M. LOVOLD RETIRED	08/29/2023
LUNDELL, BRONWYN J	Sped Multi Categorical Setting III Teacher/Lester Park, (BA) IV 2 1.0, replaced Franklin D.	08/29/2023
MACDOWELL, NATHAN P	Sped STEPS Setting IV Teacher/Rockridge, (MA) IV 1 1.0,	08/29/2023
MARTIN, JUSTIN A	LTS Sped Social Worker/District Wide, (MA) IV 9 1.0, Litman T.	08/22/2023
MCGARRY, MORGAN J	Health Teacher/Denfeld, (MA) IV 5 0.7,	08/29/2023
NEVIN, LEEANNA G	Sped Resource Teacher/Laura MacArthur, (BA) III 3 1.0, Northup M. resigned	08/29/2023
PELOQUIN, HEIDY L	Sped Speech Pathologist/District Wide, (MA) IV 4 1.0,	08/29/2023
RAUKAR, LAURALEE	24 Hr Posting Grade 5 Teacher/Lester Park, (BA) 8 1.0,	08/31/2023
REED, NICHOLE M	Preschool/Head Start Teacher/Lowell, (BA) III 8 1.0, Walker-Davis S. Transferred	08/29/2023
REKER, CHRISTINA A	English Lang. Arts, Immersion Specialist TOSA/Lowell, (MA) IV 9 1.0, Cameron, A. replaced	08/29/2023
REUL-MONSON, SARA A	Grade K/Lakewood, (MA+45) 9 1.0,	08/29/2023
REYNOLDS, MARK C	Sped Resource Teacher/Denfeld, (BA) III 8 1.0, Cheselski P. transferred	08/29/2023
RICE, LAURA C	Sped Speech Language Path/District Wide, (MA) IV 5 1.0,	08/29/2023
ROSE, ANNA K	Library Media Specialist/Lester Park, (MA) IV 9 1.0, Knettel, C. transferred	08/29/2023
RUST, LAURA J	Dean of Students TOSA/Denfeld, (MA) IV 9 1.0, Schmitz A. transfer	08/29/2023
SCHMIDT, LAUREN G	Preschool Teacher/Stowe, (BA) III 1 0.6, Bachinski S. resigned	08/29/2023
SILBERMAN, PHOEBE J	SPED, East High, (BA) IV 6, 1.0	08/29/2023
SORVIK, CHELSEA L	Speech Language Pathologist/District Wide, (MA) IV 8 1.0,	08/29/2023
YOUMANS, EMILY P	Visual Arts Specialist/Ordean & East, (BA) III 5 0.9, Tran T. displaced	08/29/2023

CERTIFIED LEAVE OF ABSENCE	POSITION	EFFECTIVE DATES	
LEONE, RILEY C	SPECIAL EDUCATION RESOUCE/LAURA MACARTHUR	10/09/2023	
SHEVICH, ANDREA	GRADE 1/LAURA MACARUTHUR	08/29/2023	10/09/2023

CERTIFIED DECREASE	POSITION	EFFECTIVE DATES
RICHARDS, ANASTASIA K	SPEC ED OCCUPATIONAL THERAPIST/STOWE, 1.0 TO .8	08/29/2023
SAARI, LORI K	SPEC ED NURSE/ORDEAN EAST, 1.0 TO .8	08/29/2023

CERTIFIED INCREASE	POSITION	EFFECTIVE DATES
ANDRYS, HEATHER L	PRESCHOOL/LAURA MACARTHUR, .6 TO 1.0	08/29/2023
CHRISTENSON, PAUL D	MUSIC/VOCAL/EAST, .8 TO 1.0	08/29/2023
GOULET, JASON A	SPEC ED OCCUPATIONAL THERAPIST/DW, .6 TO .8	08/29/2023
JOHNSON, KATHRYN J	ENGLISH/ALC, .8 TO 1.0	08/29/2023
MCGARRY, MORGAN J	.7 HEALTH/DENFELD, .2 HEALTH/ALC, .7 TO .9	08/29/2023
SCHMITZ, ANDREW P	SOCIAL STUDIES/STUDENT GOVERNMENT/DENFELD, .9 TO 1.0	08/29/2023
ZIMPEL, ANNE E	ECFE CHILD EDUCATOR/LESTER PARK, .775 TO 1.0	08/29/2023

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
JARVIS, DEBRA A	SPED RESOURCE TEACHER/EAST HS	08/07/2023
JOHNSON, ELISABETH M	PREK TEACHER, PIEDMONT	08/15/2023
SODERLUND, GABRIELLE M	MUSIC TEACHER/LAURA MAC/MYERS WILKINS	08/24/2023

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
BLATT, TODD M	GRADE 3 TEACHER/HOMECROFT	08/17/2023

CERTIFIED VOLUNTARY REDUCTION

HARROLD, CARLA L	ENGLISH/DENFELD, 1.0 TO .6, VOLUNTARY REDUCTION	08/29/2023	06/07/2024
HOLLINDAY, GINA M	SOCIAL STUDIES/DENFELD, 1.0 TO .8, VOLUNTARY REDUCTION	08/29/2023	06/07/2024
MACIOCE, MARIA J	ENGLISH/DENFELD, 1.0 TO .6, VOLUNTARY REDUCTION	08/29/2023	06/07/2024
VENUS, JULIE A	SPEC ED TOSA/DW, 1.0 TO .8	08/29/2023	06/07/2024

CERTIFIED OVERLOADS	**POSITION**	**EFFECTIVE DATES**	
BUSH, SHANIA F	PHY ED/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
CUMMINS, JOHANNA M	SPANISH/DENFELD, 1/6 OVERLOAD	08/29/2023	06/07/2024
GIZAS, STACY J	VOC SERVICE OCCUP/DENFELD, 1/6 OVERLOAD	08/29/2023	06/07/2024
GROVER, MELISSA M	ENGLISH SECOND LANGUAGE/DW, .6 TO .8	08/29/2023	06/07/2024
HANSON, DANA K	ENGLISH/FRESHMAN SEMINAR/DENFELD, .9 TO 1.0	08/29/2023	06/07/2024
JONES, GREG L	STAFF DEVELOPMENT/HOCHS, 1/6 OVERLOAD	08/29/2023	06/07/2024
KOLODGE, CAMERON D	BUSINESS EDUCATION/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
KUROSKY, CHERYL M	SCIENCE/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
LAFONTAINE, LAURA J	HEALTH EDUCATION/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
MCDOWELL, JENNIFER E	ENGLISH SECOND LANGUAGE/DW, .6 TO 1.0	08/29/2023	06/07/2024
MOORE, PATRICK W	ENGLISH/ALC, 1/6 OVERLOAD	08/29/2023	06/07/2024
SIMONS, DONALD G	ENG & MFG VOC/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
SUNDAL, JENNIFER S	PRESCHOOL/WASHINGTON CENTER, .75 TO 1.0	08/29/2023	06/07/2024

NON CERT APPOINTMENT	**POSITION**	**EFFECTIVE DATES**
HASKINS, JASMINE R	Production Manager/District Wide, 35/38Wks, $17.75/Hr	08/30/2023
BARONE-ERSPAMER, ASHLEY B	Office Support Specialist Int./Ordean, 40/46Wks, $18.16/Hr,	08/14/2023
BLAZIER, RUTH E	ECSE Paraprofessional/District Wide, 31.25/38WKs, $20.12/Hr, McClarey C. transfer	08/29/2023
BOOTH, EDWARD DB	Sped Para/East, 32.5/38wks, $18.74/Hr, Kvam T.	08/29/2023
BOOTHE, SHARYN K	Nutritional Service Assistant/Lowell, 17.5/38Wks, $13.22/Hr.	08/30/2023
BORGREN, ANDREA M	Nutritional Service Assistant/Lowell, 16.25/38Wks, $13.22/Hr,	08/30/2023
BREMER, VICTORIA R	Office Support Specialist Intermediate/DSC, 40/42wks, $18.16/Hr	8/30/2023
CASILLAS, LAURA E	Sped Student Specific Para/Chester Creek, 31.25/38Wks, $18.89/Hr,	08/29/2023
COMPO, BERAM L	School Bus Driver/Transportation, 25/38Wks, $21.08/Hr.	09/05/2023
DAVEY, TROY R	Bus Helper/Transportation, 25/38Wks, $15.40/Hr, Olesiak G.	08/29/2023
DAVIS, DEBRA A	Nutritional Service Assistant/Lowell, 22.5/38Wks, $13.22/Hr.	08/30/2023
DICKENSON, JULIE K	Nutritional Service Assistant/Denfeld, 23.75/38Wks, $13.22/Hr.	08/29/2023
DIMARCO, ANTHONY D	Sped Para/Denfeld, 32.5/38Wks, $20.12/Hr,	08/29/2023
DUPREE, KRISTY	Sped BW Paraprofessional/Myers-Wilkins, 31.25/38Wks, $18.61/Hr.	08/29/2023
FREDRICKSON, ISAAC J	Sped Paraprofessional/Myers-Wilkins, 31.25/38Wks, $17.77/Hr.	08/29/2023
FREEL, FREDERICK J, II	School Bus Driver II/Transportation, 25/38Wks, $21.08/hr, Geissler, M.	08/29/2023
FREESE, TERA W	ECSE Para/District Wide, 31.25/38Wks, $19.31/Hr, Olson, N. resigned	09/05/2023
GOLDFINE, JASON S	Custodian I/Denfeld, 40/52Wks, $17.52/Hr,	09/05/2023
HOLAPPA, MARY V	Nutritional Service Assistant/ East, 30/38wks, $13.22/hr,	08/30/2023
JAMES, SUSAN M	Sped BW Para/Myers-Wilkins, 31.25/38Wks, $19.56/Hr, Kaczor, T.	08/29/2023
JANEZICH, AISHE E	Sped BW Paraprofessional/East, 32.5/38Wks, $18.61/Hr	08/29/2023
KEDROWSKI, MARK D	Sped LPN Para/Denfeld, 37.5/38Wks, $24.09/Hr.	08/29/2023
KROCHALK, SUSAN L	Sped Student Specific Para/East, 32.5/38Wks, $20.38/Hr,	08/29/2023
LANE, DANIEL E	Custodian I/DSC, 40/52Wks, $17.52/Hr,	08/08/2023
LONGAKER, SCOTT J	Sped BW Paraprofessional/Myers-Wilkins, 31.25/38Wks, $18.61/Hr, Hoder M. retired	08/29/2023
MAKI, MICHAEL A	Dishwasher/Congdon, $13/Hr	09/05/2023
MARUNICH, RENEE M	Paraprofessional/Piedmont, 31.25/38Wks, $18.61/Hr.	08/29/2023
MEAD, LILY I	Sped Paraprofessional/Stowe, 25/38Wks, $17.77/Hr, Cottingham J.	08/29/2023
MEHLE, JESSE R	SPEC Student 22.5/38WKS, 19.72/hr, K.Beck	08/29/2023
NORTHROP, STEPHEN D	Sped Student Specific Para/East, 23.75/38Wks, $20.05/Hr.	08/29/2023
OZMUN, NANCY J	Preschool Paraprofessional/Stowe, 23/38wks, $20.12/hr, Bruce, C.	08/29/2023
PAYNE, LEAH A	Check and Connect Para/Lincoln Park, 36/38Wks, $24.72/Hr, Osuchukwu C.	08/29/2023
PERPICH, CALI M	Preschool Paraprofessional/Piedmont, 23/38Wks, $18.89Hr, Tvedt. C resign	08/29/2023
PETERSON, CHASE P	Sped Student Specific Para/Ordean, 20/38Wks, $19.86/Hr,	09/05/2023
ROE, BREANNA L	Health Assist/LPN Para/District Wide, 32.5/38Wks, $24.35/Hr, Bovard K. resigned	08/29/2023
SALISBURY, HANNAH J	Sped BW Para/Ordean, 32.5/38Wks, $18.74/Hr, Erdahl R. resigned	08/29/2023
SAVRE, ALAN JAMES A	Graphic Arts Tech Tutor Para/East, 40/38Wks, $18.90/Hr, Leonard B. retired	08/29/2023
SCARBROUGH, ALEXIS J	Sped BW Para/Stowe, 31.25/38Wks, $18.61/Hr, Hamlin H. resigned	08/29/2023
SCHULTE, SARAH E	Nutritional Service Assistant/Lincoln Park, 30/38Wks, $13.22/Hr,	08/30/2023
STEINKE, HUNTER M	Sped Paraprofessional/East, 32.5/38Wks, $18.61/Hr, Hillman M. resigned	08/29/2023
STERLING, ROXY L	Nutritional Service Assistant/Denfeld, 18.75/38Wks, $13.22/Hr,	08/30/2023
TAKAHASHI-PETERSON, YOKO	Preschool Paraprofessional/Piedmont, 20/38Wks, $18.61/Hr, Geer, M.	08/29/2023
VICK, AMY LYNN H	Sped Paraprofessiona/Stowe, 31.25/38Wks, $18.74/Hr, Pederson, K resigned	08/29/2023
WIEBER, ALISON M	Sped BW Paraprofessional/East, 32.5/38Wks, $18.89/Hr. Zwak M. transfer	08/29/2023

WITTKOP, JOHN A	Sub Maintanence/DW, 40/52Wks, $15.00/Hr,	08/14/2023
MONROE, SHALON	FAMILY AND COMMUNITY ENGAGEMENT/ADMIN OFFICE, $1070/WK, 52WKS	

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
ALLEN, FRANKLIN P, IV	SPED BW PARA/EAST	08/17/2023
ARNESON, DANIELLE B	SPED SCHOOL NURSE/CONGDON PARK	08/17/2023
BRAUN, GARY R	SPED PROG PARA/EAST	11/03/2023
EADES, JOSHUA J	PRE K PROG PARA/PIEDMONT	08/07/2023
FRANCISCO, MEGAN A	SPED LPN PARA/LESTER PARK	08/22/2023
HALVORSON, LAURA M	SPED BW PARA/MYERS-WILKINS	08/31/2023
HOFFMAN, CLAIRE E	COMMUNITY EDUCATION COORD/LINCOLN PARK MS	09/06/2023
HURSEY, KEITH A	SPED PROG PARA/DENFELD	08/07/2023
JOHNSON, JENNIFER N	SCHOOL BUS DRIVER II/TRANSPORTATION	07/27/2023
KILGOUR, SARAH G	TECH TUTOR PARA/EAST HS	08/17/2023
LIND, JULIE A	HEALTH ASSISTANT LPN PARA/LINCOLN PARK MS	08/16/2023
NORTHROP, STEPHEN D	SPED CHILD SPEC SETTING III/EAST HS	09/01/2023
ROURKE, RILEY A	SPED CHILD SPECIFIC PARA/MERRITT CREEK ACADEMY	08/23/2023
SEPP, ANGELA F	SPED BUSINESS MANAGER/DSC	09/01/2023
SZUKIS, KIRK TW	SPED PROG PARA/DENFELD	08/18/2023
TADEVICH, GERALD M	BUS DRIVER II/TRANSPORTATION	08/28/2023
WATCZAK, JAMES F	CHILD NUTRITION SERVICE ASSISTANT/LOWELL	09/28/2023
ZANTEK, WENDY J	BUS HELPER/DW	08/22/2023

NON-CERT RETIREMENT	POSITION	EFFECTIVE DATES
RAPP, GEORGENE S	OFFICE SUPPORT SPECIALIST/DENFELD	9/15/2023

NON-CERT TERMINATION	POSITION	EFFECTIVE DATES
WILLIAMS, TRAVIS W	SCHOOL CUSTODIAN I/CONGDON	8/18/2023
LEDOUX, KIMBERLY	BUSINESS MGR/FACILITIES	9/15/2023

STIPENDS	POSITION	EFFECTIVE DATES	
AMUNDSON, JENNA M	ELEM SOCIAL STUDIES CONTENT SPECIALIST/DW, $2,500.00	8/29/2023	6/7/2024
BANGSUND, EDWINAE J	ASSESS TEST COORD STIPEND/ARROWHEAD ACADEMY, $1,500.00	8/29/2023	6/7/2024
BOYNTON, CHRISTINA A	ELEM ART COMMITTEE LEAD/DW, $2,500.00	8/29/2023	6/7/2024
DRENGLER, ERIKA E	ELEM PHY ED CONTENT SPECIALIST/DW, $2,500.00	8/29/2023	6/7/2024
GARLAND, KENNETH T	ELEM MUSIC COMMITTEE LEAD/DW, $2,500.00	8/29/2023	6/7/2024
GREENE, KATIE J	ELEM SCIENCE CONTENT SPECIALIST/DW, $2,500.00	8/29/2023	6/7/2024
GRIMSBY, JONATHAN C	SECONDARY MUSIC COMMITTEE LEAD/DW, $2,500.00	8/29/2023	6/7/2024

ISD 709 Duluth Public Schools

TITLE: Educational Technology and Innovation Coordinator

Title of Immediate Supervisor: Director of Teaching, Learning and Equity	**Department:** Teaching, Learning and Equity	**FLSA Status**: Exempt
Accountable For (Job Titles): Digital Innovation Specialists		**Pay Grade Assignment**: Duluth District-Wide Instructional Administrators' Association,

General Summary or Purpose Of Job:

Provides leadership administration, and supervision of the District's Technical and Digital Innovation Programs and staff. The Educational Technology and Innovation Coordinator develops, supports, and maintains the effective implementation of digital tools for faculty, staff, and students. The Educational Technology and Innovation Coordinator provides strategic leadership, direction, and coordination of instructional technology to support the success of all students.

DUTY NO.	**ESSENTIAL DUTIES:** (These duties are a representative sample; position assignments may vary.)
1.	Establish, maintain, and evaluate programs that will enhance the appropriate use of technology for learning, collaboration, and productivity for students and faculty/staff.
2.	Plan, organize, coordinate, and evaluates technology services that support instructional programs;
3.	Serve as a resource to teachers and administrators to enhance instructional technology in the classroom;
4.	Provide appropriate staff development and training;
5.	Assist the district and its schools in building the district's capacity to effectively use and integrate instructional technology into teaching and learning;
6.	Provide resources and training so that both students and teachers become independent users of technology to support and enhance student learning;
7.	Maintain and coordinate the use of multimedia and innovation labs;
8.	Provide tech support to teachers and troubleshoot IT issues when necessary;
9.	Assess the technology training needs of the instructional staff and deliver appropriate training on hardware, software and internet usages as well as methods and instructional strategies of integrating technology into the curriculum;
10.	Assess the technology training needs of the building administrators and deliver appropriate training on hardware, software and internet usages to enhance technology leadership skills;
11.	Responsible for the supervision and evaluation of Digital Innovation staff, working with site administrators for input;
12.	Work with teachers to integrate the use of Smart Boards and other technology tools in the classroom.

13.	Design, develop, and deliver on-line training to faculty and staff in the use of instructional technologies and educational best practices, instructional resources, instructional technologies and multimedia hardware/software to support teaching and learning;
14.	Train and support staff in technology platforms essential to teaching and learning;
15.	Serve on the technology leadership team to plan the development and implementation of the district technology plan which includes E- Learning and the District's Strategic plan as it pertains to Technology;
16.	Work with the Director of Teaching and Learning to develop faculty training programs and lead professional development;
17.	Responsible for the oversight of student on-line activity throughout the year including training and supporting site administrators and select staff on the mandatory software such as Linewise and SysCloud;
18.	Provide oversight and management of curricular resources and third party software for learning management systems (LMS);
19.	Manage the yearly COPPA compliance and Blended Learning forms;
20.	Serve as the primary contact for technology and curriculum for Teaching Learning and Equity;
21.	Other duties as assigned that relate to work being conducted by the Teaching, Learning and Equity department;

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

- Bachelor's degree from an accredited college or university.
- Five years of significant, directly related, and successful experience in the field of educational technology. Classroom teacher experience working with educational technology is considered related experience.
- Previous experience in curriculum development, coaching, facilitating and presenting to other classroom teachers.

Preferred Qualifications:

Teaching Credential
Prior teaching experience in an educational technology capacity is strongly preferred, as is experience working with K-12 students

Knowledge Requirements:

Requires knowledge of:

- Technology and computer software applications/digital tools relative to instruction.
- Available and emerging technologies especially regarding mobile technologies and personal devices.
- Current applicable laws, codes, regulations, policies, and procedures.
- School district organization, operations, policies, and procedures.
- Facilitating committees to identify needs, develop goals, and create and monitor action

plans.
- Working collaboratively with interoffice and interagency staff to achieve common goals.
- Or willingness to learn Minnesota standards for all content areas.
- Learning Management Systems (Canvas and Seesaw)

Skill Requirements:
Skilled in:

- Evaluating a variety of instructional technology programs to ascertain appropriateness, validity, effectiveness, and uses.
- Planning, coordinating, scheduling, and administering resources to support instructional technology programs that have been adopted for use in the classroom.
- Developing or designing plans to monitor and assess the effectiveness of instructional technology in the classroom.
- Planning, coordinating, scheduling, and administering academic curriculum via technology for use in the classroom.
- Planning, collaborating, coordinating, and facilitating a variety of meetings, workshops, trainings, and conferences that are relevant to instructional technology.
- Selecting, training, supervising, monitoring, and evaluating personnel as appropriate.
- Problem solving instructional technology issues that are pertinent to classroom instruction.
- Communicating effectively, both orally and in writing.
- Understanding and be sensitive to those of culturally and linguistically diverse backgrounds.
- Understanding and communicating the privacy and security needs within educational technology (example: Children's Online Privacy Protection (COPPA), Children's Internet Protection Act (CIPA), Family Educational Rights and Privacy Act (FERPA), etc.
- Demonstrating strong interpersonal skills using tact, patience and courtesy.
- Establishing and maintaining cooperative relationships with school personnel, vendors, co-workers and the public.
- Organizing work, programs and activities to meet schedules, timelines and deadlines.
- Maintaining accurate, up-to-date, and organized record-keeping.
- Planning and organizing meetings, presentations and the ability to present "best practices" data and research.
- Ability to establish priorities, work independently, and proceed with objectives without supervision.
- Resource management to maintain, allocate, adjust and procure resources.

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

Employee is required to:	**Never**	**1-33% Occasionally**	**34-66% Frequently**	**66-100% Continuously**
Stand			√	
Walk		√		
Sit		√		
Use hands dexterously (use fingers to handle, feel)			√	

	Reach with hands and arms		√		
	Climb or balance	√			
	Stoop/kneel/crouch or crawl		√		
	Talk and hear				√
	Taste and smell	√			
Lift & Carry: 10 lbs**.**	Up to			√	
	Up to 25 lbs.		√		
	Up to 50 lbs.	√			
	Up to 100 lbs.	√			
	More than 100 lbs.	√			

General Environmental Conditions:

General Physical Conditions:

Work can be generally characterized as:

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

Vision Requirements: Check box if relevant	Yes	No
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

Job Classification History:
Revised 7/12/2019

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
September 12, 2023 Committee Meeting

9/7/2023

REVENUES	23-24 CURRENT YEAR ADOPTED BUDGET		23-24 CURRENT YEAR REVISED B	23-24 RECEIVED TO YEAR TO DATE	23-24 RECEIVED ENCUMBERED		23-24 BUDGET BALANCE
	FUND	Jul-23	JULY 23 -24	July - Aug	July - Aug		July - Aug
General	1	$126,200,922.80	$126,270,793.80	$21,159,995.47			$105,110,798.33
Food Service	2	$4,039,200.00	$4,039,200.00	$158,340.03	$1,066.65		$3,881,926.62
Transportation	3	$7,020,941.12	$7,020,941.12	$693,407.81			$6,327,533.31
Community Ed	4	$8,495,545.00	$8,495,545.00	$560,217.92	$ -		$7,935,327.08
Operating Captial	5	$2,742,547.00	$2,742,547.00	$193,244.49	$ -		$2,549,302.51
Building Construction	6	$ -	$ -	$ -			$ -
Debt Service Fund	7	$23,647,223.00	$23,647,223.00	$888,427.87	$ -		$22,758,795.13
Trust Fund	8	$276,100.00	$276,100.00				$276,100.00
Dental Insurance Fund	20	$950,000.00	$950,000.00	$96,309.60	$ -		$853,690.40
Student Acitivity	79	$58,406.00	$58,406.00	$20.00	$322.00		$58,708.00
REVENUE	**TOTALS:**	**$173,430,884.92**	**$173,500,755.92**	**$23,749,963.19**	**$1,388.65**	**$ -**	**$149,752,181.38**

EXPENSES	23-24 CURRENT YEAR ADOPTED BUDGET		23-24 CURRENT YEAR REVISED B	23-24 EXPENSES TO YEAR TO DATE	23-24 EXPENSES ENCUMBERED		23-24 BUDGET BALANCE
	FUND	Jul-23	JULY 23-24	July - Aug	July - Aug		July - Aug
General	1	$120,283,293.86	$121,080,152.46	$9,407,591.87	$4,172,770.60		$107,499,789.99
Food Service	2	$4,012,876.00	$4,012,876.00	$166,084.18	$2,673,543.13		$1,173,248.69
Transportation	3	$6,268,632.76	$6,749,632.76	$367,089.11	$579,794.07		$5,802,749.58
Community Ed	4	$7,630,865.00	$7,630,865.00	$578,360.87	$36,879.63		$7,015,624.50
Operating Captial	5	$7,999,619.25	$7,999,619.25	$1,862,491.29	$333,505.48		$5,803,622.48
Building Construction	6	$ -	$ -	$984,591.85	$92,616.12		-$1,077,207.97
Debt Service Fund	7	$23,640,000.00	$23,640,000.00	$2,254,587.45	$ -		$21,385,412.55
Trust Fund	8	$253,750.00	$253,750.00	$ -			$253,750.00
Dental Insurance Fund	20	$915,000.00	$915,000.00	$169,115.09	$87,273.38		$658,611.53
Student Acitivity	79	$306,948.00	$306,948.00	$4,257.22	$5,587.68		$297,103.10
EXPENSE	**TOTALS**	**$171,310,984.87**	**$172,588,843.47**	**$15,794,168.93**	**$7,981,970.09**	**$ -**	**$148,812,704.45**

Fin 160 ESSER III	Expenses
Program 030 Asst Supt	$ -
Program 110 Admin	$ -
Program 108 Tech	$ -
Program 203 Elem	$ -
Program 211 Secondary	$ -
Program 640 Staff Dev	$ -
Program 805 Operations	$ -
Program 760 Transportation	$ -
Program 740 Pupil Engage	$ -

Fund 06 Build constructio	Expenses
debt serv payment/prof serv course 000/000	
admin owner pymnt course 800	
admin design serv course 801	
admin constru mngmt course 802	
admin commissions course 803	
interior surf constr costs course 804	
admin site services 805	
long term lease 806	
	$ -

	Ex Curricular		Fund 01
Program 298		Revenue	$42,597.76
Program 298		Expense	$22,075.98

Fundraisers Reported
August 2023

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld HS	Denfeld Football	$11,200.00	Discount Cards
Denfeld HS	All Denfeld Athletics and activities are welcome to participate	$10,000.00	Oktoberfest - Kern and Kompany would like to help all Denfeld clubs & activities earn money by volunteering that the event taking place September 13-17. All clubs and activities are welcome to volunteer to earn money for their respective club or activity.

CONTRACT FOR STUDENT NURSING SERVICES
PERTAINING TO WENDELL S-S. #260-304

This AGREEMENT is made and entered into this 21st day of August 2023, by **BAYADA Home Health Care, Inc.**, with a service office located at 742 1st Street South, Waite Park, MN 56387 (hereinafter referred to as **BAYADA**) and **Lester Park Elementary School** located at 5300 Glenwood St., Duluth, Minnesota 55804, (hereinafter referred to as **SCHOOL**).

BAYADA is a Home Care Agency, licensed to provide services in the states where care is rendered, and **SCHOOL** has identified a need for **STUDENT** nursing care of its student, **WENDELL S-S. #260-304** (hereinafter referred to as **STUDENT**).

WHEREAS it is the desire of both parties to make provision for nursing services, to include any setting where student is receiving educational services, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **BAYADA** and **SCHOOL** agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF BAYADA

A. Qualifications of Personnel. The Nurse supplied by **BAYADA** will be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who will hold a current license, registration or certification as requested by the **SCHOOL** and will provide services pursuant to the applicable state laws.

B. Personnel Records Inspection. **BAYADA** will make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurses who are caring for **STUDENT**. The contents of such file must include:

1. Verification of current licensure or certification as applicable; and
2. Completed application for employment or resume; and
3. Verified references; and
4. Evidence of annual performance evaluation; and
5. A criminal record check, conducted upon hire, if required by state law; and
6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
7. Completed and Verified Sexual Misconduct/Child Abuse Disclosure forms.
8. Attestation of employee vaccination or exemption status where applicable.

C. Service. **BAYADA** will provide an RN or LPN to care for **STUDENT** each day that said student attends school. Nursing services will be provided subject to the availability of a qualified nurse. The services to be provided may include escorting **STUDENT** to and from **SCHOOL** on the school transport and providing care to **STUDENT** during the school day. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the school calendar including all scheduled days off.

1. **BAYADA** RN Clinical Manager will be responsible for initial and ongoing assessment of **STUDENTS** clinical needs while attending school. Responsibilities include:
   a. Will work with physician to develop a Plan of Care ("POC") and update the plan per **BAYADA** policy.

b. Will conduct supervisory visits to monitor employees and confirm the efficacy of the Plan of Care.
c. Will collaborate with school nurse and teachers as needed to ensure best possible experience for the **STUDENT.**
d. Be ultimately responsible for the **STUDENT's** clinical care under this Agreement.

D. Place of Performance. **BAYADA** will provide services primarily at schools located within the **SCHOOL**'s district to include any setting where student is receiving educational services, in accordance with the terms of this Agreement. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.

E. Insurance.

1. **BAYADA** will maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees, which may give rise to liability under this Agreement.

2. **BAYADA** will maintain Workers' Compensation insurance for its employees providing services to **STUDENT**.

F. Indemnification. **BAYADA** agrees to indemnify and hold **SCHOOL** harmless with respect to all claims and expenses arising out of, or resulting from, the sole negligence or omission of **BAYADA** or its employees or agents while on assignment to **SCHOOL**.

G. Equipment and Supplies. **BAYADA** will supply **BAYADA** employee with all Personal Protective Equipment (PPE).

H. Payment of Personnel. **BAYADA**, as an employer, will remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

II. RESPONSIBILITIES OF SCHOOL

A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.

B. Orientation to the school environment. nurses' station; emergency equipment, administrative office, and school geography.

C. Transport Safety: (If applicable) **SCHOOL** is responsible for ensuring **STUDENT** transport vehicle is safe and **STUDENT** is properly secured in transport vehicle equipment.

D. Insurance.

1. **SCHOOL** shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.

2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.

C. Indemnification. **SCHOOL** agrees to indemnify, defend, and hold **BAYADA** harmless with respect to all claims and expenses arising from, relating to, or resulting from (1) any act or omission of **SCHOOL** or its employees or agents in connection with the performance of this Agreement, (2) those acts of **BAYADA** employees while working under the direction of **SCHOOL**, its staff or its policies or procedures, or (3) any exposure to the COVID 19 virus except when the sole cause was from a **BAYADA** specific confirmed exposure.

D. Equipment and Supplies. **SCHOOL** will supply **BAYADA**'s RN/LPN with all necessary equipment, tools, materials and supplies necessary to perform services under this Agreement.

E. Employment Status. **SCHOOL** understands and agrees that the RN/LPN is an employee of **BAYADA,** and **SCHOOL** will not attempt to solicit the RN/LPN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or $10,000.00 whichever is greater. This fee shall apply to any **BAYADA** employee **SCHOOL** wishes to hire.

F. Compliance Program. **BAYADA** values honesty and confidentiality in all business interactions. **SCHOOL** agrees to report questionable activities involving **BAYADA**'s employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

III. BILLING AND COMPENSATION

A. **SCHOOL** agrees to compensate **BAYADA** at a rate of $70.00/hour for RN or $60.00/hour for LPN services provided under this Agreement. The maximum budget for this contract will not exceed $112,000. **SCHOOL** will also pay for all time the **BAYADA** employee spends transporting the client to and from **SCHOOL**. **SCHOOL** must provide **BAYADA** with a twenty-four (24) hour cancellation notice or will be subject to charges for services requested.

B. **BAYADA** will forward to **SCHOOL** an itemized bill on a weekly basis. Each weekly bill will itemize the name of the **BAYADA** employee providing care, the date of service, the type and length of service provided.

C. **SCHOOL** agrees to pay submitted bills within sixty (60) days of receipt. Any bill not paid within the sixty (60) day period will be considered delinquent. **BAYADA** reserves the right to pursue any collection remedies to resolve a delinquent account. **SCHOOL** agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses.

IV. TERM AND TERMINATION

A. This Agreement will come into effect beginning on **August 31, 2023** and will remain in effect through **June 30, 2024**. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.

B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. If less than thirty (30) day advance notice of cancellation is given, a service charge of fourteen (14) days will be incurred.

C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:

1. Dissolution or bankruptcy of either **BAYADA** or **SCHOOL**.

2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.

3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.

V. ADDITIONAL TERMS

A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of Minnesota.

B. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.

C. Assignment. This Agreement may not be assigned by either party, in whole or in part.

D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.

E. Notices. Any Notice given in connection with this Agreement will be given in writing to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.

F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.

G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the

same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof. 20

Date: 08.30.2023

Heather Scherping
Director

Signing with authority for
BAYADA Home Health Care, Inc.

Date: 08.31.2023

Simone Zunich, Executive Director, Business Services for Duluth Public Schools
Signing with authority for
Lester Park Elementary School

Jill Lofald, Board Chair

252

PID: __

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details
Soliant Health, LLC will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant Health, LLC for the hours worked by Telepractitioner under the following terms:

Telepractitioner:	Barbara Brigham		
Client:	Duluth Public Schools ISD 709		
Assignment Start Date:	08/14/2023	**Assignment End Date:**	06/07/2024
Position:	Tele - DHH		
Hours per Week:	40.00		
Bill Rate per Hour	$98.00	*Bill Rate is all-inclusive[a]*	
Technology Fee:	$0.00		
	One VocoVision station per full time position at no cost. Additional stations can be provided with a $1,000 per unit refundable deposit and $200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.		
Miscellaneous:	__		

a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant Health or VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant Health upon start date.

c) Client agrees to approve Telepractioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Telepractioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant Health in writing within three (3) business days of alleged failure. Client's failure to notify Soliant Health in writing within three (3) days period shall negate any Client invoicing dispute.

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

Jill Lofald, Board Chair

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

(a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).

(b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.

(c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.

(d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.

(e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed $1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

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: _____
☐ Not Recommended Date: _____

Assistant Superintendent: ☒ Recommended Name: Anthony Bonds
☐ Not Recommended Date: 9/13/23

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

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

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

1. Organization/Grade/Course Planning Trip: OEE
2. Contact Person (Responsible for Checklist Completion): Calvin Harris
3. Field Trip Date(s): 10/13 to 10/21 Destination: HBCU Tour
4. Field Trip Overview (Include events, establishments and locations): Attached
5. Field Trip Departure from School (Date and Time): 10/13/23 7AM
   Field Trip Return to School (Date and Time): 10/21/23 11pm
6. Objectives of Field Trip: Attached
7. Relationship to Curriculum or Student Learning: Attached
8. Planned Follow-up Field Trip Activities: (3) Community/School presentations
   video - student made
9. Field Trip Budget Request

See Attached Income and Expenses

Estimated Expenses	
Total Admission/Fees	$
Total Meals	$ 4,550
Total Lodging	$ 12,272
Total Transportation ☐ School District Vehicle(s) ☒ Commercial Transportation Carrier ~ Name: motor coach ☐ Private Vehicle (requires certificate of insurance) ~ Name:	$ 12,500
Total Additional Stipends:	$
Other:	$
Total	$

Revenues		
District Budget	Code:	$
~~Booster Group~~	grants	$ 13,500
Donations		$ 2,644
Student Fees		$ 2,100
Total Additional Stipends:		$ 3,300
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. (5) Adults
- ☒ Develop and Communicate Teacher and Adult Chaperone Expectations
  Example: Supervision duties, no smoking, no alcohol
- ☒ Planned Itinerary

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: _____

HBCU Income and Expenses

FUNDING SOURCES

(Based on 20 from ISD 709 and 6 college students/community members)

$12,500	ISD709 funds toward student portion of hotels/motor coach- ESER
$ 2,500	OEE
$ 800	20 x 8 x 5 OEE means
$ 6 500	Northland Foundation
$ 2,000	Ordean Foundation
$ 5,000	Carl Crawford Fund/Ordean Foundation
$ 700	June/July donations fundraisers
$ 1,944	First Zeitgeist Fundraiser in May
$ 2,100	College students/Community member participant contribution ($300-$500 x 6 people)
$ Pending	MC HBCU Night (September 27th)
$ Pending	Cubs Foods
$ Pending	Superone Foods

$34,044 TOTAL

TRIP COSTS - 26 people

Participant:	Estimate: 20 Duluth area HS students, teachers and staff, and 6 community members
$12,500	35-seat motor coach w/ one-driver for 9 days, second driver for 2 days.
$ 836	Rooms for drivers: $100 average room cost x 1 rooms x 6 nights and $118 for 2 nights
$12,272	$118 average room cost x 13 rooms (double occupancy) x 8 nights
$ 676	Museum tickets: Mississippi Civil Rights $8/$15, National Civil Rights $8, Legacy $5
$ 4,550	7 Group meals x $25: St. Louis, Nashville, Atlanta, Tuskegee, Jackson, Lexington, Memphis

$30,834 TOTAL

Emergency funds - $3,210

*Each additional person after 26 is $672 each.

#6 Objectives

1. Exposure to HBCU culture and history: One objective of the tour may be to introduce students to the rich cultural heritage and historical significance of HBCUs. This can help students gain a deeper understanding of the contributions of African Americans to higher education and society.
2. Exploration of academic programs and curriculum: The tour aims to provide students with the opportunity to learn about the academic offerings, majors, and curriculum at HBCUs. This can help students make informed decisions about their future educational pursuits and career paths.
3. Campus and facility exploration: The tour may include visits to various campus facilities, including libraries, laboratories, dormitories, and recreational spaces. This allows students to get a sense of the campus environment and the resources available to support their learning and personal development.
4. Interaction with faculty, staff, and current students: Meeting with faculty, staff, and current students is an essential objective of the tour. These interactions provide valuable insights into the HBCU experience, academic support systems, research opportunities, and extracurricular activities available at the institution.
5. College readiness and preparation: The tour may aim to inspire and motivate students to pursue higher education by showcasing the possibilities and opportunities available at HBCUs. It can also provide guidance on college admissions processes, financial aid, and scholarship opportunities.
6. Cultural exposure and diversity appreciation: Another objective may be to promote cultural competence and appreciation for diversity by exposing students to the diverse student body and cultural events at HBCUs. This can help students develop a broader worldview and foster inclusivity.
7. Networking and mentorship opportunities: The tour may facilitate connections between students and alumni, providing networking and mentorship opportunities. This can help students build relationships that can support their academic and professional growth.

Overall, the objectives of an HBCU tour field trip are to educate, inspire, and empower students, while also highlighting the unique aspects of HBCUs and their contributions to higher education.

7 Relationship to student learning

The HBCU tour is directly related to higher learning and curriculum as it provides students with an opportunity to visit Historically Black Colleges and Universities (HBCUs) and learn about the educational programs, resources, and opportunities available at these institutions.

The tour allows students to explore the various academic departments and majors offered by HBCUs, giving them insights into the curriculum and courses they can pursue. This exposure helps students make informed decisions about their higher education choices and consider diverse learning experiences.

Additionally, the HBCU tour often includes meetings with faculty, staff, and current students who can provide information about the academic rigor, research opportunities, and extracurricular activities available at the HBCUs. These interactions give students a better understanding of the educational environment and support systems that contribute to their overall learning experience.

Furthermore, the HBCU tour may also highlight the unique cultural and historical aspects of these institutions, emphasizing the significance of HBCUs in promoting higher learning for African American students. This exposure can broaden students' perspectives, enhance their cultural competence, and foster an appreciation for diversity in education.

Overall, the HBCU tour plays a crucial role in connecting students to higher learning by showcasing the academic offerings, campus life, and cultural significance of these institutions, helping students make informed decisions about their educational journey.

Historically Black Colleges and Universities Tour
October 13-21, 2023

The Duluth School District ISD-709 is offering a 2023 Historic Black Colleges and University (HBCU) college tour for students, parents, teachers, counselors, and community members. The group visit multiple college campuses in a single trip. The cost for the program is $100 for ISD709 and other area students and $500 for community members. Includes motor coach, accommodations, all breakfasts, many meals, entrance to five museums and sights..

The Adventure Begins

Day 1 - Friday, Oct 13
Duluth to 1-HBCU Harris-Stowe State University, St. Louis. Dinner at Harris Stowe, Talk by University Rep regarding the school. History: Dred Scott 1857 Supreme Court Case. (Gateway Arch, St Capitol.)

Day 2 - Sat, Oct 14
Breakfast in St. Louis. St. Louis to Nashville. 2-HBCU Fisk University. 3 pm speaker and campus tour. Story of Diane Nash. Campus event. Overnight in Murfreesboro.

Day 3 - Sun, Oct 15
Murfreesboro to Atlanta. 3-HBCU Spelman University. Tour at Spelman. University event. Tour Morehouse College, Stay in Montgomery, AL

Day 4 - Mon, Oct 16
4-HBCU Tuskegee University. Tour. Lecture. Campus Events. Overnight in Montgomery, AL

Day 5 - Tues, Oct 17
Montgomery to Jackson. Brief stop in Selma to see Edmund Pettis Bridge. Visit 5-HBCU Alcorn State University. Dinner on campus. Overnight in Jackson.

Day 6 - Wed, Oct 18
Visit Mississippi Civil Rights Museum. See 6-HBCU Tougaloo College, outside Jackson. Stay in Jackson.

Day 7 - **Thurs, Oct 19**
Jackson to Lexington, MS. Tour Holmes County Courthouse. Meet MS legislator Bryant Clark. Lunch in Lexington. Lexington to Memphis. Beale Street music scene. Overnight in Memphis.

Day 8 - Fri, Oct 20
7-HBCU Lemoyne-Owen College, Memphis. Afternoon visit to National Civil Rights Museum. Dinner in Memphis. Memphis to Jefferson City. Overnight in Jefferson City.

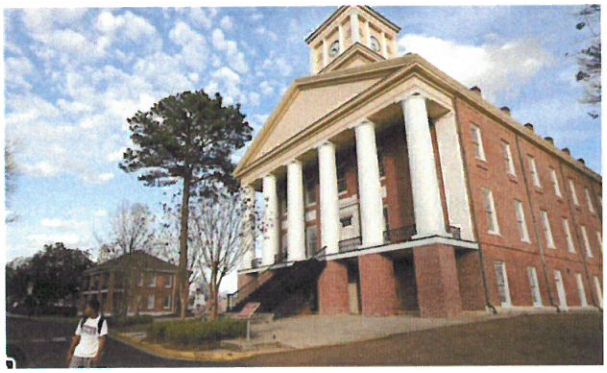
Day 8 - Sat, Oct 21
8-10am visit 8-HBCU Lincoln University in Jefferson City, MO. Jefferson City to Duluth.

Contact: **Cal Harris -** calvin.harris@isd709.org, 715-574-4725 or
Cheryl Reitan - cherylreitan@hotmail.com, 218-213-0902
https://www.hbcu-tour-2023.com/\

Historically Black Colleges and Universities Tour



Harris-Stowe State University



Alcorn State University



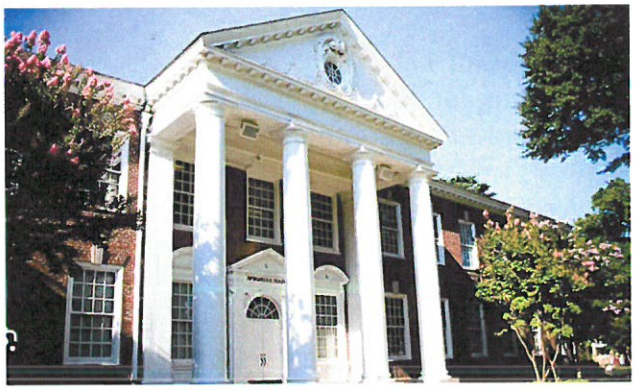
Fisk University



Tougaloo College



Spelman University



Lemoyne-Owen College



Tuskegee University



Lincoln University

Historically Black Colleges and Universities Tour Permission Slip

Name:_____

Grade:_____ School:_____

- I give permission for my son/daughter to attend the HBCU 8 day overnight tour 10/13 to 10/21. I have spoken with him/her about good choices and our expectations for them.

Parent Signature: _____ Date: _____

Contact number: _____

In case of an emergency , I give permission for my child to receive medical treatment. In case of such an emergency, please contact:

Emergency Contact Name: _____

Emergency Contact Number: _____

Special notes/medical considerations or anything you would like school staff to know:

_____

_____

_____

_____

_____ Initial here if student CAN swim in hotel pool/hot tub

_____ Initial here is student CAN NOT swim in hotel pool/hot tub

HBCU APPLICATION FORM
High School Students

October 13-21, 2023

The Duluth School District ISD-709 is offering a 2023 Historic Black Colleges and University (HBCU) college tour to provide students, parents, teachers, counselors, and community members a unique opportunity. The group visits multiple college campuses in a single trip. The cost for the program is $100 for ISD709 students. Breakfast is provided. All expenses will be covered except for one meal per day (lunch or dinner). Fundraising is also ongoing to cover additional meals.

https://www.hbcu-tour-2023.com/

Student Name _____
(Print name as it appears on government or school ID)
Student's email: _____
Date of birth _____
Cell phone_____
Complete mailing address _____
_____

School attending in Fall 2023 _____
City _____
Year for 2023-2024 school year? First Year | Sophomore | Junior | Senior |
Please list any other past or current college programs, and/or activities
_____

Have you been on a college campus tour? Yes | No
Have you ever been on a HBCU tour? Yes | No
List the programs that interest you. (optional) _____

What appeals to you most about HBCU 2023 TOUR? (25-50 words)
_____
_____
_____
_____
_____

Why do you want to be part of this tour? _____

_____

Contact info:

_____

Parent or legal guardian's name(s)

_____

Parent or legal guardian's phone #s

_____

Address (if different than above):

_____

Primary email address:

_____

Hotel Rules – HBCU Tour

- ___We are not the only guests in this hotel-please be considerate of others!
- ___Please be respectful of any other hotel guests using the pool
- ___Clean up any mess in the breakfast area and be respectful of your portions
- ___Quiet in the hallways at all times
- ___Be mindful of making sure hotel doors to not bang and shut loudly
- ___Keep hotel doors WIDE open when there are members of the opposite sex in the room
- ___Be on time for all meetings and departures
- ___Room keys will be collected at 10:00PM and Lights out by 11PM
- ___Once you have a seat on the bus, please keep that seat.
- ___When we leave the hotel, we all go. No one stays in the hotel
- ___There will be time to swim, so bring a swimsuit if you want
- **We will use the buddy system, if you are under 18 you are not to be alone at any time.**
- ___The hotel does offer breakfast, so please be sure to eat and be packed and ready to leave by 8:20AM. This means you might have to eat breakfast at 7:30AM
- ___We will be checked out of the hotel by 8:20AM-plan accordingly
- ___Bring headphones for any device that music or noise-we want to be respectful of our peers who want quiet on the bus
- ___We will arrive back in Duluth about 11PM on Saturday, October 21st. Students will have access to chaperone cell phones if needed to inform the ride of a more specific arrival time on our way back. Transportation home after the trip is available upon request.

Hotels

When	Where	Address	Phone	Star Rating via Booking	Nights
Super 8 by Wyndham	Troy, IL	910 Edwardsville Rd	1-618-667-8888	7.2 Good 193 reviews	1
Ramada by Wynham*	Murfreesbro TN	1855 church street south		6.1 ok 517 reviews	1
Wingate by Wyndham	Montgomery AL	2060 Eastern Boulevard		8.0 Very Good 479 reviews	2
Baymont by Wyndham	Jackson/Ridgeland MS	5709 Interstate 55 North		7.6 Good 1,267 reviews	2
La Quinta By Wyndam	Memphis Airport Graceland	2979 Millbranch Road		6.9 Pleasant 2,789 reviews	1
Baymont by Wyndham Jefferson city	Jefferson City , MO	319 West Miller Street		8.0 Very Good 683 reviews	1

* Subject to change

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 516
Orig. 1995
Rev. 2022

516 STUDENT MEDICATION

[Note: The necessary provisions for complying with Minnesota Statutes sections 121A.22, Administration of Drugs and Medicine, 121A.221, Possession and Use of Asthma Inhalers by Asthmatic Students, and 121A.222, Possession and Use of Nonprescription Pain Relievers by Secondary Students are included in this policy. The statutes do not regulate administration of drugs and medicine for students age 18 and over or other nonprescription medications. Please note that §121A.22 does not require school districts to apply the administration of medication rule to drugs or medicine used off school grounds, drugs or medicines used in connection with athletics or extra-curricular activities, and drugs and medicines that are used in connection with activities that occur before or after the regular school day.]

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering non emergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication during the school day. Any reference to prescription or prescribed medication or drugs in this policy includes over the counter (OTC) medication, with the exception of non prescription pain medication possession for secondary students (see section K, number 7 for requirement). The school district's licensed school nurse, trained health ~~clerk~~ assistant, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. REQUIREMENTS

A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.

B. An ~~"Administrating Prescription Medications"~~ "Authorization to Administer Medication" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes section 152.22, Subd. 6.

C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label. Over

the counter medications must be in a properly labeled container and have the manufacturer's recommendations clearly written.

D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.

E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).

F. The school must be notified immediately by the parent or student 18 years old or older ~~in writing~~ of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.

G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.

H. The school nurse, or other designated person, shall be responsible for the filing of the Authorization to Administer Medications ~~Administering Prescription Medications~~ form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.

I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minnesota Statutes section 121A.21). ~~The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy~~

J. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

K. Specific Exceptions:

1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;

2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;

3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;

4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;

5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:

   a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;

   b. the inhaler is properly labeled for that student; and

   c. the parent has not requested school personnel to administer the medication to the student.

   The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

   If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

6. Medications:

   a. that are used off school grounds;

   b. that are used in connection with athletics or extracurricular activities; or

   c. that are used in connection with activities that occur before or

after the regular school day are not governed by this policy.

[Note: The provisions of paragraph 6 are optional and the school board may choose to include or exclude any of the provisions specified.]

7. Nonprescription Medication. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

[Note: School districts should consult with licensed medical and nursing personnel to address whether nonprescription medications will be allowed at elementary schools and whether and under what conditions school personnel will participate in storing or administering nonprescription medications.]

8. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

   a. possess epinephrine auto-injectors; or

   b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

   The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

9. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

L. "Parent" for students 18 years old or older is the student.

M. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

N. Procedure regarding unclaimed drugs or medications.

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.

2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section§ 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.

3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section§ 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

Legal References: Minn. Stat. § 13.32 (Student Health Data)
Minn. Stat. § 121A.21 (Hiring of Health Personnel)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock

Supply of Epinephrine Auto-Injectors)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References: Policy 4035 (Drug Free Workplace)
Policy 4036 (Drug and Alcohol Testing)
Policy 4036R (Drug and ALcohol Testing Regulations)

Replacing: Policy 6180 (Medication Administration in School)
Policy 6180R (Procedures of Administration of Medication During the School Day)

6180 MEDICATION ADMINISTRATION IN SCHOOL

It is not the responsibility of the school or its employees to prescribe medications or home remedies. Medications should be administered at home under the supervision of the parent/guardian when possible. However, the school district acknowledges that some students may require administration of medication during the regular school day. The school district's Licensed School Nurse or designee will administer medications in accordance with Minnesota State Statues.

1. Medication must be provided by the parent/guardian. Prescribed medication must be stored in a pharmacy labeled container with accurate label instructions. Nonprescription medication must be in a properly labeled container and have manufacturer's recommendations clearly available.

2. A written request from the parent/guardian giving permission to administer medication must be received in writing within two (2) days of an oral request.

3. Administration of medication must be done according written medical order of the student's licensed health care provider. Prescription asthma or reactive airway disease medications and nonprescription pain relief medications for secondary students may be administered following Minnesota Statues and school district procedures.

4. Permission for the Licensed School Nurse to contact the prescribing medical provider must be obtained before ISD 709 accepts any medical order.

5. The administration of subcutaneous, instramuscular, intravenous, or rectal medications will be performed by the Licensed School Nurse, Registered Professional Nurse or Licensed Practical Nurse under the direction of the Licensed School Nurse. (A trained designee may administer auto injectables.)

6. Medications must be administered following written procedures of the School District. (see 6180R)

Reference: MS 121A.22

Adopted: 11-14-1989 ISD 709
Revised: 06-20-1995
03-16-1999
10-19-2004
09-19-2006 ISD 709

904 DISTRIBUTION OF MATERIALS ON SCHOOL DISTRICT PROPERTY BY NONSCHOOL PERSONS

I. PURPOSE

The purpose of this policy is to provide for distribution of materials appropriate to the school setting by nonstaff and nonstudents on school district property in a reasonable time, place, and manner which does not disrupt the educational program nor interfere with the educational objectives of the school district.

II. GENERAL STATEMENT OF POLICY

A. The school district intends to provide a method for nonschool persons and organizations to distribute materials appropriate to the school setting within the limitations and provisions of this policy.

B. To provide for orderly and nondisruptive distribution of materials, the school board adopts the following regulations and procedures.

III. DEFINITIONS

A. "Distribution" means circulation or dissemination of materials by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying materials, or placing materials in internal staff or student mailboxes.

B. "Materials" includes all materials and objects intended by nonschool persons or nonschool organizations for distribution. Examples of nonschool-sponsored materials include, but are not limited to, leaflets, brochures, buttons, badges, flyers, petitions, posters, underground newspapers whether written by students, employees or others, and tangible objects.

C. "Nonschool person" means any person who is not currently enrolled as a student in or employed by the school district.

D. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and

3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

E. "Minor" means any person under the age of eighteen (18).

F. "Material and substantial disruption" of a normal school activity means:

1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.

2. Where the normal school activity is voluntary in nature (including school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, specific facts must exist upon which the likelihood of disruption can be forecast including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

G. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, other theatrical productions, and in-school lunch periods.

H. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower him or her in the esteem of the community.

IV. GUIDELINES

A. Nonschool persons and organizations may, within the provisions of this policy, be granted permission to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, materials and objects which are appropriate to the school setting.

B. Requests for distribution of materials will be reviewed by the administration on a case-by-case basis. However, distribution of the following materials is always prohibited. Material is prohibited that:

1. is obscene to minors;

2. is libelous;

3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;

4. advertises any product or service not permitted to minors by law;

5. advocates violence or other illegal conduct;

6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religion, or ethnic origin);

7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

C. Permission for nonschool persons to distribute materials on school district property is a privilege and not a right. In making decisions regarding permission for such distribution, the administration will consider factors including, but not limited to, the following:

1. whether the material is educationally related;

2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;

3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;

4. the quantity or size of materials to be distributed;

5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;

6. whether distribution would require that nonschool persons be present on the school grounds;

7. whether the materials are a solicitation for goods or services not requested by the recipients.

V. TIME, PLACE, AND MANNER OF DISTRIBUTION

If permission is granted pursuant to this policy for the distribution of any materials, the time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

VI. PROCEDURES

A. Any nonschool person wishing to distribute materials must first submit for approval a copy of the materials to the administration together with the following information:

1. Name and phone number of the person submitting the request.

2. Date(s) and time(s) of day of requested distribution.

3. If material is intended for students, the grade(s) of students to whom the distribution is intended.

4. The proposed method of distribution.

For full consideration, the copy of materials should be shared at least five days in advance of desired distribution time.

B. The administration will review the request and render a decision. The administration will assign a location and method of distribution and will inform the persons submitting the request whether nonschool persons may be present to distribute the materials. In the event that permission to distribute the materials is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.

C. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

D. In the event that permission to distribute materials is denied, the nonschool person or organization may request reconsideration of the decision by the superintendent. The request for reconsideration must be in writing and must set forth the reasons why distribution is desirable and in the interest of the school community.

VII. VIOLATION OF POLICY

Any party violating this policy or distributing materials without permission will be directed to leave the school property immediately and, if necessary, the police will be called.

VIII. IMPLEMENTATION

The school district administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

Legal References:
U. S. Const., amend. I
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)
Doe v. South Iron R-1 School District, 498 F.3d 878 (8th Cir. 2007)
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987)
Cornelius v. NAACP Legal Defense and Educational Fund, Inc., 473 U.S. 788, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985)
Perry Education Ass'n v. Perry Local Educators' Ass'n, 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983)
Roark v. South Iron R-1 School Dist., 573 F.3d 556 (8th Cir. 2009)
Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist., 640 F.3d 329 (8th Cir. 2011), cert. denied 565 U.S. 1036, 132 S.Ct. 592 (2011)

Cross References:
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)

First Reading: 08.15.2023
Second Reading:

904 DISTRIBUTION OF MATERIALS ON SCHOOL DISTRICT PROPERTY BY NONSCHOOL PERSONS

I. PURPOSE

The purpose of this policy is to provide for distribution of materials appropriate to the school setting by nonstaff and nonstudents on school district property in a reasonable time, place, and manner which does not disrupt the educational program nor interfere with the educational objectives of the school district.

II. GENERAL STATEMENT OF POLICY

A. The school district intends to provide a method for nonschool persons and organizations to distribute materials appropriate to the school setting within the limitations and provisions of this policy.

B. To provide for orderly and nondisruptive distribution of materials, the school board adopts the following regulations and procedures.

III. DEFINITIONS

A. "Distribution" means circulation or dissemination of materials by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying materials, or placing materials in internal staff or student mailboxes.

B. "Materials" includes all materials and objects intended by nonschool persons or nonschool organizations for distribution. Examples of nonschool-sponsored materials include, but are not limited to, leaflets, brochures, buttons, badges, flyers, petitions, posters, underground newspapers whether written by students, employees or others, and tangible objects.

C. "Nonschool person" means any person who is not currently enrolled as a student in or employed by the school district.

D. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and

3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

E. "Minor" means any person under the age of eighteen (18).

F. "Material and substantial disruption" of a normal school activity means:

1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.

2. Where the normal school activity is voluntary in nature (including school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, specific facts must exist upon which the likelihood of disruption can be forecast including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

G. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, other theatrical productions, and in-school lunch periods.

H. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower him or her in the esteem of the community.

IV. GUIDELINES

A. Nonschool persons and organizations may, within the provisions of this policy, be granted permission to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, materials and objects which are appropriate to the school setting.

B. Requests for distribution of materials will be reviewed by the administration on a case-by-case basis. However, distribution of the following materials is always prohibited. Material is prohibited that:

1. is obscene to minors;

2. is libelous;

3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;

4. advertises any product or service not permitted to minors by law;

5. advocates violence or other illegal conduct;

6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religion, or ethnic origin);

7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

C. Permission for nonschool persons to distribute materials on school district property is a privilege and not a right. In making decisions regarding permission for such distribution, the administration will consider factors including, but not limited to, the following:

1. whether the material is educationally related;

2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;

3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;

4. the quantity or size of materials to be distributed;

5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;

6. whether distribution would require that nonschool persons be present on the school grounds;

7. whether the materials are a solicitation for goods or services not requested by the recipients.

V. TIME, PLACE, AND MANNER OF DISTRIBUTION

If permission is granted pursuant to this policy for the distribution of any materials, the time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

VI. PROCEDURES

A. Any nonschool person wishing to distribute materials must first submit for approval a copy of the materials to the administration ~~at least five days in advance in of desired distribution time,~~ together with the following information:

1. Name and phone number of the person submitting the request.

2. Date(s) and time(s) of day of requested distribution.

3. If material is intended for students, the grade(s) of students to whom the distribution is intended.

4. The proposed method of distribution.

For full consideration, the copy of materials should be shared at least five days in advance of desired distribution time.

B. The administration will review the request and render a decision. The administration will assign a location and method of distribution and will inform the persons submitting the request whether nonschool persons may be present to distribute the materials. In the event that permission to distribute the materials is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.

C. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

D. In the event that permission to distribute materials is denied, the nonschool person or organization may request reconsideration of the decision by the superintendent. The request for reconsideration must be in writing and must set forth the reasons why

distribution is desirable and in the interest of the school community.

VII. VIOLATION OF POLICY

Any party violating this policy or distributing materials without permission will be directed to leave the school property immediately and, if necessary, the police will be called.

VIII. IMPLEMENTATION

The school district administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

Legal References:
U. S. Const., amend. I
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)
Doe v. South Iron R-1 School District, 498 F.3d 878 (8th Cir. 2007)
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987)
Cornelius v. NAACP Legal Defense and Educational Fund, Inc., 473 U.S. 788, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985)
Perry Education Ass'n v. Perry Local Educators' Ass'n, 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983)
Roark v. South Iron R-1 School Dist., 573 F.3d 556 (8th Cir. 2009)
Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist., 640 F.3d 329 (8th Cir. 2011), cert. denied 565 U.S. 1036, 132 S.Ct. 592 (2011)

Cross References:
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)

First Reading: 08.15.2023
Second Reading:

Adopted:_____ *MSBA/MASA Model Policy 904*
Orig. 1995
Revised:_____ *Rev. 2002*

904 DISTRIBUTION OF MATERIALS ON SCHOOL DISTRICT PROPERTY BY NONSCHOOL PERSONS

I. PURPOSE

The purpose of this policy is to provide for distribution of materials appropriate to the school setting by nonstaff and nonstudents on school district property in a reasonable time, place, and manner which does not disrupt the educational program nor interfere with the educational objectives of the school district.

II. GENERAL STATEMENT OF POLICY

A. The school district intends to provide a method for nonschool persons and organizations to distribute materials appropriate to the school setting within the limitations and provisions of this policy.

B. To provide for orderly and nondisruptive distribution of materials, the school board adopts the following regulations and procedures.

III. DEFINITIONS

A. "Distribution" means circulation or dissemination of materials by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying materials, or placing materials in internal staff or student mailboxes.

B. "Materials" includes all materials and objects intended by nonschool persons or nonschool organizations for distribution. Examples of nonschool-sponsored materials include, but are not limited to, leaflets, brochures, buttons, badges, flyers, petitions, posters, underground newspapers whether written by students, employees or others, and tangible objects.

C. "Nonschool person" means any person who is not currently enrolled as a student in or employed by the school district.

D. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and

3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

E. "Minor" means any person under the age of eighteen (18).

F. "Material and substantial disruption" of a normal school activity means:

1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.

2. Where the normal school activity is voluntary in nature (including school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, specific facts must exist upon which the likelihood of disruption can be forecast including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

G. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, other theatrical productions, and in-school lunch periods.

H. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower him or her in the esteem of the community.

IV. GUIDELINES

A. Nonschool persons and organizations may, within the provisions of this policy, be granted permission to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, materials and objects which are appropriate to the school setting.

B. Requests for distribution of materials will be reviewed by the administration on a case-by-case basis. However, distribution of the following materials is always prohibited. Material is prohibited that:

1. is obscene to minors;

2. is libelous;

3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;

4. advertises any product or service not permitted to minors by law;

5. advocates violence or other illegal conduct;

6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religion, or ethnic origin);

7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

C. Permission for nonschool persons to distribute materials on school district property is a privilege and not a right. In making decisions regarding permission for such distribution, the administration will consider factors including, but not limited to, the following:

1. whether the material is educationally related;

2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;

3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;

4. the quantity or size of materials to be distributed;

5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;

6. whether distribution would require that nonschool persons be present on the school grounds;

7. whether the materials are a solicitation for goods or services not requested by the recipients.

V. TIME, PLACE, AND MANNER OF DISTRIBUTION

If permission is granted pursuant to this policy for the distribution of any materials, the time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

VI. PROCEDURES

A. Any nonschool person wishing to distribute materials must first submit for approval a copy of the materials to the administration at least five days in advance of desired distribution time, together with the following information:

1. Name and phone number of the person submitting the request.

2. Date(s) and time(s) of day of requested distribution.

3. If material is intended for students, the grade(s) of students to whom the distribution is intended.

4. The proposed method of distribution.

B. The administration will review the request and render a decision. The administration will assign a location and method of distribution and will inform the persons submitting the request whether nonschool persons may be present to distribute the materials. In

the event that permission to distribute the materials is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.

C. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

D. In the event that permission to distribute materials is denied, the nonschool person or organization may request reconsideration of the decision by the superintendent. The request for reconsideration must be in writing and must set forth the reasons why distribution is desirable and in the interest of the school community.

VII. VIOLATION OF POLICY

Any party violating this policy or distributing materials without permission will be directed to leave the school property immediately and, if necessary, the police will be called.

VIII. IMPLEMENTATION

The school district administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

[Note: School districts are encouraged to consider additional guidelines which reflect varied local practices relating to this subject matter including addressing the subject of consistency and uniformity for approving or disapproving practices under this policy.]

Legal References:
U. S. Const., amend. I
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)
Doe v. South Iron R-1 School District, 498 F.3d 878 (8th Cir. 2007)
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987)
Cornelius v. NAACP Legal Defense and Educational Fund, Inc., 473 U.S. 788, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985)
Perry Education Ass'n v. Perry Local Educators' Ass'n, 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983)
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Cross References:
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products~~)~~, or controlled substances in any school location.

C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.

D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.

E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the commissioner.

F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

H. "Sell" means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.

I. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.

J. "Use" means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.

V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must comply with the school district's student medication policy.

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances, inotxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the superintendent.

F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medial cannabis, nonintoxicating cannabinoids, or edible cannabinoid products.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. SCHOOL PROGRAMS

A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:

1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and

2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.

B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.

C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

VI. ENFORCEMENT

A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and edible cannabinoid products.

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provide by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References: Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)

Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01, Subd. 15a (Definitions)
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)
Minn. Stat. § 342.56 (Limitations)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

Replacing: Policy 4036
Adopted: 08.16.2022
Reviewed:

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, ~~(including~~ edible cannabinoid products~~)~~, and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, ~~(including~~ edible cannabinoid products~~)~~, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, ~~(including~~ edible cannabinoid products~~)~~, or controlled substances in any school location.

C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.

~~C.~~D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.~~any route of administration.~~

E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the commissioner.

F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

H. "Sell" means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.

~~H.~~ I. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.

J. "Use" means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means. ~~includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.~~

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.

V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products,must comply with the school district's student medication policy.

[Note: School districts are required by Minnesota Statutes, section 121A.22 to develop procedures for the administration of drugs and medicine. If the school district does not have a student medication policy such as MSBA/MASA Model Policy 516, this Paragraph A. can be modified to provide: "Students

who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must provide a copy of the prescription and the medication to the school nurse, principal, or other designated staff member. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer the prescribed medication except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, in accordance with school district procedures."]

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

[Note: The Drug-Free Workplace Act requires that school district employees be notified by a published statement of the prohibition of the use of controlled substances and actions that will be taken against employees for violations of such prohibition. 41 United States Code section 8103; 34 Code of Federal Regulations Part 84. An acknowledgment will document satisfaction by the school district of this federal requirement.]

D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances, inotxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the superintendent.

F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medial cannabis, nonintoxicating cannabinoids, or edible cannabinoid products.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. SCHOOL PROGRAMS

A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:

1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and

2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.

B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.

C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

VI. ENFORCEMENT

A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and ~~(including~~ edible cannabinoid products~~),~~.

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provide by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References:
Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01, Subd. 15a (Definitions)
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)
Minn. Stat. § 342.56 (Limitations)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

Replacing: Policy 4036
Adopted: 08.16.2022
Reviewed:

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 American Indian student may carry medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. 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 assistwith 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)
Duluth Public Schools 419R Smudging and Pipe Ceremonies Regulation

Replacing: Policy 1140
First Reading: 04.26.2022
Adopted: 05.17.2022

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 American Indian student may carry medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. 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 assistwith 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)
Duluth Public Schools 419R Smudging and Pipe Ceremonies Regulation

Replacing: Policy 1140
First Reading: 04.26.2022
Adopted: 05.17.2022

513 STUDENT PROMOTION, RETENTION, AND PROGRAM DESIGN

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

A. Promotion

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

B. Retention

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

C. Program Design

1. The superintendent, with participation of the professional staff and parents, shall develop and implement programs to challenge students that are consistent with the needs of students at every level. A process to assess and evaluate students for the program assignment shall be developed in coordination for such programs. All programs will be aligned with creating the World's Best Workforce.

2. The school district may identify students, locally develop programs and services addressing instructional and affective needs, provide staff development, and evaluate programs to provide gifted and talented students with challenging and appropriate educational programs and services.

3. The school district ~~will~~ must adopt guidelines for assessing and identifying students for participation in gifted and talented programs and services consistent with Minnesota Statues, section 120B.11. The guidelines should include the use of:

   a. multiple objective criteria; and

   b. assessments and procedures that are valid and reliable, fair, and research based. Assessments and procedures should be sensitive to under-represented groups, including, but not limited to, low-income, minority, twice-exceptional, and English learners.

4. The school district ~~will~~ must adopt procedures for the academic acceleration of gifted and talented students. These procedures will include how the district will:

   a. assess a student's readiness and motivation for acceleration; and

   b. match the level, complexity, and pace of the curriculum to a student to achieve the best type of academic acceleration for that student.

5. The school district ~~will~~ must adopt procedures consistent with Minnesota Statutes, section 124D.02 for early admission to kindergarten or first grade of gifted or talented learners consistent with Minnesota Statutes, section 120B.11, subdivision 2, clause (2).~~which describe the comprehensive evaluation in cognitive, social, and emotional development domains to help determine a child's ability to meet kindergarten grade expectations and progress to first grade in the subsequent year for early admission to kindergarten or first grade of gifted and talented learners.~~ The procedures must be sensitive to under-represented groups.

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

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

Adopted: 05/16/2017
Revised: 04/17/2018 ISD 709
Reviewed: 04/25/2023
Reviewed:

509 ENROLLMENT OF NONRESIDENT STUDENTS

I. PURPOSE

The school district desires to participate in the Enrollment Options Program (Open Enrollment) established by Minnesota Statutes section 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.

II. GENERAL STATEMENT OF POLICY

The school board adopts specific standards for acceptance and rejection of Open Enrollment applications.

III. OPEN ENROLLMENT PROCESS

A. Open Enrollment applications will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and

2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minnesota Statutes section 124D.03.

3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. If the school district limits enrollment of nonresident students pursuant to this section, the district shall report to the Commissioner of the Minnesota Department of Education (MDE) by July 15 on the number of nonresident pupils denied admission due to the limitations on the enrollment of nonresident pupils.

IV. BASIS FOR DECISIONS

A. Standards that may be used for rejection of application.

In addition to the provisions above, the school district may refuse to allow a pupil who is expelled under Minnesota Statutes, section 121A.45 to enroll during the term of the expulsion if the student was expelled for:

4. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade less than two and one-half inches in length, at school or a school function;

5. possessing or using an illegal drug at school or a school function;

6. selling or soliciting the sale of a controlled substance while at school or a school function; or

7. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

B. Standards that may not be used for rejection of application.

The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:

1. previous academic achievement of a student;

2. athletic or extracurricular ability of a student;

3. disabling conditions of a student;

4. a student's proficiency in the English language;

5. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or

6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in this policy.

C. Application

The student and parent or guardian must complete and submit the "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education (or the Statewide Enrollment Options Application for State-funded Voluntary Prekindergarten (VPK) or School Readiness Plus (SRP) Application if applicable) developed by MDE and available on its website.

The school district may require a nonresident student enrolled in a program under Minnesota Statutes, section 125A.13, or in a preschool program, except for a program under Minnesota Statutes, section 124D.151 or Laws 2017, First Special Session chapter 5, article 8, section 9, to follow the application procedures under this subdivision to enroll in kindergarten. A district must allow a nonresident student enrolled in a program under Minnesota Statutes, section 124D.151 or Laws 2017, First Special Session chapter 5, article 8, section 9, to remain enrolled in the district when the student enters kindergarten without submitting annual or periodic applications, unless the district terminates the student's enrollment under subdivision 12.

The school district shall notify the parent or guardian in writing by February 15 or within ninety (90) days for applications submitted after January 15 in the case of achievement and integration district transfers whether the application has been accepted or rejected. If an application is rejected, the district must state in the notification the reason for rejection. The parent or guardian must notify the nonresident district by March 1 or within ten (10) business days whether the pupil intends to enroll in the nonresident district.

D. Lotteries

If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

1. the student's resident district does not operate a school building;

2. the municipality is located partially or fully within the boundaries of at least five school districts;

3. the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and

4. no other nonresident, independent, special, or common school district operates a school building within the municipality.

The process for the school district lottery must be established by school board policy and posted on the school district's website.

E. Exclusion

7. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.

8. Superintendent's review. The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

F. Termination of Enrollment

The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statutes section 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minnesota Statutes chapter 260A, and the student's case has been referred to juvenile court. A

"habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8.

A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

Legal References:
Minn. Stat. § 120A.22, Subd. 3(e) and Subd. 8 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. § 260C.007, Subd. 19 (Definitions)
Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)
Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)
18 U.S.C. 930, para. (g)(2) (Definition of weapon)

Cross References:
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 517 (Student Recruiting)

Replacing: 5035
First Reading: 05.16.2023
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509 ENROLLMENT OF NONRESIDENT STUDENTS

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

I. PURPOSE

The school district desires to participate in the Enrollment Options Program (Open Enrollment) established by Minnesota Statutes section 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.

II. GENERAL STATEMENT OF POLICY

The school board adopts specific standards for acceptance and rejection of Open Enrollment applications.

III. OPEN ENROLLMENT PROCESS

A. ~~Eligibility. Applications for~~ Open Eenrollment ~~under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the~~ applications will ~~not~~ be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and

2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minnesota Statutes section 124D.03.

3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. If the school district limits enrollment of nonresident students pursuant to this section, the district shall report to the Commissioner of the Minnesota Department of Education (MDE) by July 15 on the number of nonresident pupils denied admission due to the limitations on the enrollment of nonresident pupils.

IV. BASIS FOR DECISIONS

A. Standards that may be used for rejection of application.

In addition to the provisions ~~of Paragraph II.A.~~ above, the school district may refuse to allow a pupil who is expelled under Minnesota Statutes, section 121A.45 to enroll during the term of the expulsion if the student was expelled for:

4. possessing a dangerous weapon, including a weapon, device, instrument~~s~~, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, ~~with the~~ except~~ion~~ that such term does not include ~~of~~ a pocket knife with a blade less than two and one-half inches in length, at school or a school function;

5. possessing or using an illegal drug at school or a school function;

6. selling or soliciting the sale of a controlled substance while at school or a school function; or

7. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

B. Standards that may not be used for rejection of application.

The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:

1. previous academic achievement of a student;

2. athletic or extracurricular ability of a student;

3. disabling conditions of a student;

4. a student's proficiency in the English language;

5. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or

6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in ~~Section F. of~~ this policy.

C. Application

The student and parent or guardian must complete and submit the "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education (or the Statewide Enrollment Options Application for State-funded Voluntary Prekindergarten (VPK) or School Readiness Plus (SRP) Application if applicable) developed by MDE and available on its website.

The school district may require a nonresident student enrolled in a program under Minnesota Statutes, section 125A.13, or in a preschool program, except for a program under Minnesota Statutes, section 124D.151 or Laws 2017, First Special Session chapter 5, article 8, section 9, to follow the application procedures under this subdivision to enroll in kindergarten. A district must allow a nonresident student enrolled in a program under Minnesota Statutes, section 124D.151 or Laws 2017, First Special Session chapter 5, article 8, section 9, to remain enrolled in the district when the student enters kindergarten without submitting annual or periodic applications, unless the district terminates the student's enrollment under subdivision 12.

The school district shall notify the parent or guardian in writing by February 15 or within ninety (90) days for applications submitted after January 15 in the case of achievement and integration district transfers whether the application has been accepted or rejected. If an application is rejected, the district must state in the notification the reason for rejection. The parent or guardian must notify the nonresident district by March 1 or within ten (10) business days whether the pupil intends to enroll in the nonresident district.

~~a School District Enrollment Options Program application developed by the Minnesota Department of Education and available on their website (education.mn.gov). Go to "Students and Families," then, under "School Choice," select "Open Enrollment." The form is entitled, "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education."~~

D. Lotteries

If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

1. the student's resident district does not operate a school building;

2. the municipality is located partially or fully within the boundaries of at least five school districts;

3. the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and

4. no other nonresident, independent, special, or common school district operates a school building within the municipality.

The process for the school district lottery must be established by school board policy and posted on the school district's website.

E. Exclusion

7. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.

8. Superintendent's review. The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

F. Termination of Enrollment

The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statutes section 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minnesota Statutes chapter 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8.

A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

Legal References:
Minn. Stat. § 120A.22, Subd. 3(e) and Subd. 8 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (~~The~~ Pupil Fair Dismissal Act)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. § 260C.007, Subd. 19 (Definitions)
Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)
Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)
18 U.S.C. 930, para. (g)(2) (Definition of weapon)

Cross References:
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 517 (Student Recruiting)

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Reviewed:

516.5 OVERDOSE MEDICATION

I. PURPOSE

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan)[1], and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day.

II. GENERAL STATEMENT OF POLICY

The school board authorizes school district administration to obtain and possess opioid overdose reversal medication, such as Naloxone to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

III. DEFINITIONS

A. **"Drug-related overdose"** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.

B. **"Naloxone Coordinator"** is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district's Naloxone Coordinator is the Assistant Superintendent or designee.

C. **"Opiate"** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having such addiction forming or addiction sustaining liability.

D. **"Opiate Antagonist"** means naloxone hydrochloride ("Naloxone") or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.

E. **"Standing Order"** means directions from the medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:

[1] Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the internasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intermuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an "IM kit."

1. Administration type

2. Dosage

3. Date of issuance

4. Signature of the authorized provider

IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES

A. The school district must maintain a supply of opiate antagonists at each school site to be administered in compliance with Minnesota law. Each school building must have two doses of nasal naloxone available on-site.

B. A licensed physician, a licensed advanced practice registered nurse authorized to prescribe drugs pursuant to Minnesota Statutes, section 148.235, or a licensed physician assistant may authorize a nurse or other personnel employed by, or under contract with, a public school may be authorized to administer opiate antagonists as defined under Minnesota Statutes, section 604A.04, subdivision 1.

C. A licensed practical nurse is authorized to possess and administer an opiate antagonist in a school setting notwithstanding Minnesota Statutes, 148.235, subdivisions 8 and 9.

D. District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a district-wide collaborative planning and implementation team ("District Planning Team") who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

1. The District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or designee or solicited as volunteers by the superintendent.

2. The District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of Naloxone or other Opiate Antagonist by school district staff at designated school sites and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.

3. The District Planning Team will develop district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:

a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;

b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;

c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and

d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.

4. The District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

E. Site Planning Teams

1. In consultation with the District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.

2. The Site Planning Team will be responsible for the coordination and implementation of this policy, district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and district wide procedures and guidelines.

F. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

V. NALOXONE STORAGE

A. The Site Planning Team will select Naloxone storage locations within the school site.

B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.

C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

VI. Privacy Protections

The school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

Legal References:
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.224 (Opiate Antagonists)
Minn. Stat. § 144.344 (Emergency Treatment)
Minn. Stat. § 148.235 (Prescribing Drugs and Therapeutic Devices)
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances)
Minn. Stat. § 604A.01 (Good Samaritan Law)
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)
Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)
20 U.S.C. § 1232g (Family Educational and Privacy Rights)

Cross Reference:
MSBA/MASA Model Policy 516 (Student Medication)
Minnesota Department of Health Toolkit on the Administration of Naloxone

First Reading: 04.25.23
Second Reading: 05.16.23
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516.5 OVERDOSE MEDICATION

[Note: The 2023 Minnesota legislature enacted legislation requiring s~~S~~chool districts to maintain a supply of opiate antagonists. ~~are not required to adopt a policy on the use of emergency drugs for the treatment of drug-related overdoses.~~ School districts and their employees are legally permitted to purchase, store, and administer Naloxone (Narcan) in response to an opiate overdose in schools and those who do assist with such administration are immune from civil liability as well as exempt from criminal prosecution from possession, use, etc. of ~~a prescription~~ medication.~~, particularly to an individual to whom it was not prescribed.~~ The provisions of this policy outline the requirements of the law with respect to the use of Naloxone (Narcan) in schools.]

I. PURPOSE

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan)[1], and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day.

II. GENERAL STATEMENT OF POLICY

The school board authorizes school district administration to obtain and possess opioid overdose reversal medication, such as Naloxone to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

III. DEFINITIONS

A. **"Drug-related overdose"** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.

B. **"Naloxone Coordinator"** is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district's Naloxone Coordinator is the Assistant Superintendent or designee.

C. **"Opiate"** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug

[1] Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the internasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intermuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an "IM kit."

having such addiction forming or addiction sustaining liability.

D. **"Opiate Antagonist"** means naloxone hydrochloride ("Naloxone") or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.

E. **"Standing Order"** means directions from the medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:

1. Administration type

2. Dosage

3. Date of issuance

4. Signature of the authorized provider

IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES

A. The school district must maintain a supply of opiate antagonists at each school site to be administered in compliance with Minnesota law. Each school building must have two doses of nasal naloxone available on-site.

[Note: The Minnesota Department of Education offered guidance regarding the meaning of "school site." If a school site includes multiple buildings, the two-dose requirement applies to buildings used for instruction. It does not apply to administrative buildings, facility buildings, ice arenas, and similar buildings not used for instruction.]

B. A licensed physician, a licensed advanced practice registered nurse authorized to prescribe drugs pursuant to Minnesota Statutes, section 148.235, or a licensed physician assistant may authorize a nurse or other personnel employed by, or under contract with, a public school may be authorized to administer opiate antagonists as defined under Minnesota Statutes, section 604A.04, subdivision 1.

C. A licensed practical nurse is authorized to possess and administer an opiate antagonist in a school setting notwithstanding Minnesota Statutes, 148.235, subdivisions 8 and 9.

D. District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a district-wide collaborative planning and implementation team ("District Planning Team") who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

1. The District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or designee or solicited as volunteers by the superintendent.

2. The District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of

Naloxone or other Opiate Antagonist by school district staff at designated school sites and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.

3. The District Planning Team will develop district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:

   a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;

   b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;

   c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and

   d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.

4. The District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

E. Site Planning Teams

1. In consultation with the District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.

2. The Site Planning Team will be responsible for the coordination and implementation of this policy, district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and district wide procedures and guidelines.

F. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

V. NALOXONE STORAGE

A. The Site Planning Team will select Naloxone storage locations within the school site.

B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.

C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

VI. Privacy Protections

The school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

Legal References:
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.224 (Opiate Antagonists)
Minn. Stat. § 144.344 (Emergency Treatment)
Minn. Stat. § 148.235 (Prescribing Drugs and Therapeutic Devices)
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances)
~~Minn. Stat. § 152.212 (Labeling of Prescription Drug Containers)~~
Minn. Stat. § 604A.01 (Good Samaritan Law)
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)
Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)
20 U.S.C. § 1232g (Family Educational and Privacy Rights)

Cross Reference:
MSBA/MASA Model Policy 516 (Student Medication)
Minnesota Department of Health Toolkit on the Administration of Naloxone

First Reading: 04.25.23
Second Reading: 05.16.23
Adopted: 05.16.23
Reviewed:

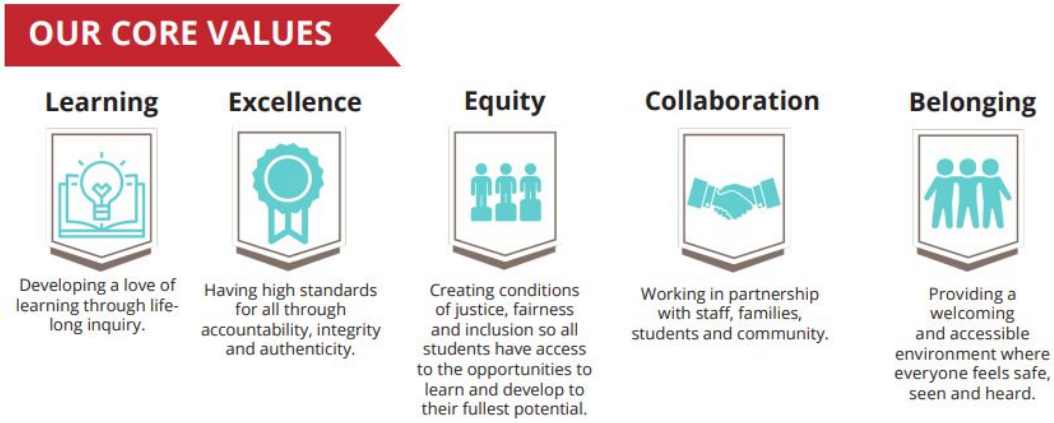
Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, September 7, 2023
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **AGENDA ITEMS**
   A. Action Items - Consent Agenda
      1) Presentation Items Requiring Approval
      2) Resolutions
      3) Other Action Items
   B. Informational Items
      1) **School Begins, The Last Weeks of Summer, and Transportation**
      Video of Unity in our Community. Story North
      2) **Supporting Every Student - Kindergarten Task Force Update** **2**
      3) **Booster Club Guidelines 2023-2024** **10**
      4) **Improving Systems - Recruiting and Retaining** **21**
      5) **Improving Systems and Enhancing Board Communication with the Public**
      6) **2022/23 Resolution of Concurrence and Non-Concurrence**
      7) **Student Performance Data and Key Improvement Strategies and Efforts** **31**
      8) Presentations
   C. Other
4. **ADJOURN**

Kindergarten Task Force

Why Kindergarten Task Force?

- Data-driven and Historical Analysis
- Evaluating Systems
- Advancing Equity
- Core Values



Why Kindergarten Task Force? Data-Driven

				Stowe		Lakewood		Laura Mac		Myers-Wilkins		Piedmont		Homecroft		Congdon		Lester Park		Lowell Eng/Mis		Lowell NV		District			
				Early Reading		Early Reading		Early Reading		Early Reading		Early Reading		Early Reading		Early Reading		Early Reading		Early Reading		Spanish Early Reading		Early Reading			
	Grade	22/23	Risk Level	%	Gain / Loss	%	Gain / Loss	%	Gain / Loss	%	Gain / Loss	%	Gain / Loss	%	Gain / Loss	%	Gain / Loss	%	Gain / Loss	%	Gain / Loss	%	Gain / Loss	%	Gain / Loss		
Post-COVID	22/23	Fall	Low	36		71		43		38		38		57		57		65		46		95		54.6		22/23	Post-COVID
			Some	54		29		47		55		47		34		30		30		33		5		36.4			
			High	10		0		10		7		16		9		13		4		20		0		8.9			
		Spring	Low	28	-8	71	0	51	8	11	-27	12	-26	40	-17	47	-10	61	-4	19	-27	83	-12	42.3	-12.3		
			Some	34	-20	22	-7	20	-27	47	-8	31	-16	41	7	30	0	33	3	26	-7	11	6	29.5	-6.9		
			High	38	28	7	7	29	19	42	35	57	41	18	9	23	10	6	2	56	36	6	6	28.2	19.3		
	21/22	Fall	Low	28		68		26		32		35		66		65		61		45		91		51.7		21/22	
			Some	49		28		41		44		35		32		25		35		38		9		33.6			
			High	23		5		33		24		30		3		11		4		17		0		15.0			
		Spring	Low	15	-13	68	0	12	-14	21	-11	35	0	35	-31	51	-14	53	-8	17	-28	66	-25	37.3	-14.4		
			Some	23	-26	28	0	33	-8	21	-23	30	-5	47	15	29	4	20	-15	23	-15	22	13	27.6	-6.0		
			High	62	39	5	0	55	22	59	35	35	5	18	15	20	9	27	23	59	42	12	12	35.2	20.2		
Pre-COVID	18/19	Fall	Low	23		39		14		18		42		65		60		51		35				38.6		18/19	Pre-COVID
			Some	41		29		36		26		26		30		24		37		35				31.6			
			High	36		32		50		56		32		4		16		13		29				29.8			
		Spring	Low	5	-18	55	16	25	11	10	-8	55	13	52	-13	61	1	81	30	35	0			42.1	3.6		
			Some	21	-20	26	-3	14	-22	6	-20	18	-8	17	-13	18	-6	11	-26	16	-19			16.3	-15.2		
			High	74	38	18	-14	61	11	84	28	27	-5	30	26	20	4	9	-4	48	19			41.2	11.4		
	17/18	Fall	Low	37		29		50				36		30		60		66		23				41.4		17/18	
			Some	34		45		22				36		34		19		29		43				32.8			
			High	29		26		28				28		36		21		5		34				25.9			
		Spring	Low	0	-37	18	-11	22	-28			53	17	36	6	51	-9	83	17	26	3			36.1	-5.3		
			Some	29	-5	42	-3	22	0			19	-17	30	-4	30	11	9	-20	17	-26			25	-8		
			High	71	42	39	13	56	28			28	0	34	-2	19	-2	8	3	57	23			39.0	13.1		
	16/17	Fall	Low	33		30		42		40		36		60		75		66		47				47.7		333	
			Some	42		45		30		35		37		19		19	19	23		16				29.6			
			High	25		24		27		25		27		21		6		11		37				22.6			
		Spring	Low	14	-19	42	12	36	-6	21	-19	35	-1	55	-5	63	-12	73	7	32	-15			41.2	-6.4	16/17	
			Some	14	-28	18	-27	30	0	19	-16	24	-13	30	11	16	-3	19	-4	16	0			20.7	-8.9		
			High	72	47	39	15	33	6	60	35	42	15	15	-6	21	15	8	-3	53	16			38.1	15.6		

Why Kindergarten Task Force? Evaluating Systems

P-3 Leadership

- Analyzed Historical Data
  - Across elementary as a system
- Current Practice
  - Asked ourselves if current practices best matched needs of young learners

"Kinder" Garden: Where Our Young Learners Blossom & Grow

- Vertical Professional Development
  - Collaboration between PreK & K-5 programs
  - From PreK to kinder to administrators
- Playful Learning Embedded in Instruction
  - Socially interactive; actively engaging; developmentally aligned; joyful
  - Research supported in multiple realms

New Elementary Schedule

- Classroom Structure
  - Opportunity to reimagine kindergarten classroom structure
- Instruction Expectations
  - Recognize need for expectations in meeting instructional minutes while at the same time prompting developmentally appropriate learning environment and engagement



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Why Kindergarten Task Force? Advancing Equity

Kindergarten provides children with a safe, culturally responsive, and developmentally appropriate environment and the opportunity to receive a world-class education.

Kindergarten offers access to opportunities for all children and families including developmentally appropriate, evidence-based instruction, and programming; interaction with similar-aged peers; and meal services, transportation, and out-of-school programs.

- MN Department of Education

Kindergarten Plays a Critical Role in Educational Equity

Kindergarten Vision Statement

In Duluth Public Schools, every kindergartener, every day, will be welcomed into a safe and supportive space where they are academically challenged with developmentally appropriate, joyful, and playful learning experiences. Students are empowered to discover their creativity and curiosity to foster a foundation of lifelong learning.



Consistent, Common Kinder Experience

Collaboration: District-wide Expectations

- No matter where a child attends elementary school within Duluth Public Schools, they will receive a consistent, common, engaging kindergarten experience
- Shared learning, conversation, and decisions surrounding literacy instruction and playful learning integration
- Creating common language around daily instructional blocks



Discovery Labs

Small group, open-ended activities; freedom to discover learning through student choice with materials and through exploration

Learning Labs

Core math & literacy block activities: small group, grade level, standards aligned, content-focused

WIN (What I Need Time)

A time for interventions and services; enrichment and remediation; whole group and/or small group

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District Partnership

Through collaboration with kindergarten teachers and shared learning, proposal to District in support of integrated playful learning opportunities.

- **Approved Investment**
  - Materials and resources supporting meaningful, intentional embedded playful learning

- **Integral to Developmentally Appropriate Instruction**
  - Part of bringing playful learning back into kindergarten

- **Critical to developing students who can…**
  - Experience joy in learning
  - Self-regulate
  - Collaborate and communicate successfully with peers
  - Practice developmentally appropriate skills



Outside Organizations 107

All financial activity of outside organizations, including banking, accounting and reporting must not be managed, accounted or reported by the district, nor are they part of the school district's General Fund 01. However, the district business office may provide guidance to the groups listed below regarding the processing of transactions between the district and these groups. These groups **cannot** use the district's tax identification number. Examples of such groups include, but are not limited to, the following:

- Booster Club
- Parent Teacher Organizations (PTOs)
- Staff related accounts (Sunshine Funds)
- School Foundations

Due to potential conflicts of interest, school employees must not direct or influence the activities of the groups listed above or similar groups. For example, employees cannot be a controlling member on a board of these organizations.

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Actions Booster Clubs Should:

- Volunteer time and raise money.
- Contribute funds to better enhance the team or organization's performance.
- Print promotional items like team schedules and programs (subject to approval by the head coach/AD).
- Organize team events, such as team meals. Listen and work closely with the head coach.
- Discuss as official business any item that meets the definition or function of a booster club as outlined on the previous page.

Actions Booster Clubs Should Not:

- Openly discuss or perform a performance review of the head coach or coaching staff.
- Review the performance of a coach. Staff evaluations are solely the responsibility of the school district.
- Openly discuss playing time issues.
- Connect funding to playing a role in hiring or firing of coaches or directors.
- Offer up a petition by booster club members to hire/fire a coach.
- Plan, organize, or attempt to implement an off-season training program without direction or consent from the head coach.
- Discuss as official business any item that does not meet the definition and function of a booster club as outlined on the previous page.
- Organize a off-season camp using the school name without consent of the School and the Head Coach.

Banquets

- The head coach is responsible for all facets of the end-of-season awards banquet. The head coach may delegate these responsibilities to the booster club; however, the program and the agenda must be approved by the head coach.
- The awards given out at the banquet are the sole responsibility of the head coach.
- Alcohol should not be present at banquets.

Advertising

- The Activities office **must approve** all advertisements in printed programs or other print materials for events. Please email or fax a copy of your ads for approval prior to printing.
- The Activity office reserves the right to pull programs that have not been approved or are not consistent with district values.

Fundraisers

- Fundraising is a necessary part of high school athletics today. We are very thankful for the efforts of parents and booster clubs.
- Be aware that membership on a team and/or playing time is not affected in any way by the amount of money raised by a participant.
- Booster club donations should be refunded to students who do not make the final roster.

Booster Clubs Sponsored Captains' Practices

- No coaches — paid or volunteer – can supervise captains' practices. Adult supervision is required at captains' practices.
- Captains' practices may be scheduled up to two weeks before the start of the season. Student participation should never be mandated or required.

MSHSL Basics

- Coaches are allowed to work with their teams only during the designated MSHSL season and the summer waiver period.
- Booster clubs are prohibited from paying for an athlete's sport participation fee or for fees to attend a camp or clinic.
- Visit the Minnesota State High School League website for more information, www.mshsl.org.

Thank You!

This document was created to set guidelines for communication between booster clubs and our high school program. It is meant to be a tool used to better relationships, clarify procedures and rules, and set the stage for a successful season.

Parents, without your help we would not be able to provide quality activity programs for all Duluth Public Schools students.

Thank you.

For more information, visit isd709.org

Duluth Schools Activities Offices

Denfeld High School
(Phone)218-336-8830 - AD x1948
East High School
(Phone) 218-336-8845 - AD x2151
Lincoln Park Middle School
(Phone) 218-336-8880
Ordean East Middle School
(Phone) 763-506-6821

Rev. 8/31/23

Duluth Public Schools Activities

Booster Club Reference Guide



A reference guide for Booster Clubs on guidelines & procedures required by: Duluth Public Schools

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Purpose of Booster Clubs

A booster club is defined as “an organization that is formed to **help support the efforts of a sports team or organization**. Support is shown in many ways, including volunteering time, raising money, and contributing funds to better enhance the team or organization’s performance.”

Title IX Compliance

Title IX regulations prohibit aiding and perpetuating discrimination by “providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students.”

Communication/Conflict Protocol

This communication protocol was developed to help promote direct communication so problems and concerns can be addressed quickly, efficiently, and effectively between parties involved.

COACH/ADVISOR/DIRECTOR
Students are encouraged to express their concerns directly with their coach/advisor. Parents can contact the coach/advisor via email or telephone.

↓

VARSITY HEAD COACH/HEAD ADVISOR
If the concern is not resolved, then the student and parent should discuss the matter with the activity’s Varsity Head Coach/Head Advisor. If the head coach/ head advisor is the person you contacted previously, please proceed to the next step.

↓

ACTIVITIES DIRECTOR
If a student or parent is dissatisfied with the response from the Head Coach or Head Advisor, please contact the Activities Director at your school.

↓

PRINCIPAL
If you still have concerns after speaking with the Activities Director, please contact the Principal at your school.

↓

ASSISTANT SUPERINTENDENT
If your concern has not been resolved through the Principal’s office, please contact the Assistant Superintendent Office - 218-336-8739

Getting Started

Define your mission: Your mission statement should define who the booster is, why you exist, who will benefit from your work and what your core priorities and activities are.

Choose a name: Check for name availability and reserve your booster club name with the Minnesota Secretary of State Office – www.sos.state.mn.us.

Enlist and Elect a board of directors: At minimum you will need to have a President, Treasurer, and Secretary. It is also recommended to have a Vice President and chairs for your various activity committees.

Notify the school/administration: Please provide the Athletic Director at your school with your new booster club information.

Legal Compliance

Each Club will remain in good standing with State and Federal Laws to be recognized as a “Booster Club” by the district.

Obtain a Federal Tax ID #:

Organizations must be incorporated before applying for Federal ID # (EIN). When opening bank accounts, you may be asked to provide your EIN.

Complete your Articles of Incorporation:

The articles establish the existence of your new nonprofit organization. The Minnesota Council of Nonprofits website has templates for creating your Articles of Incorporation.

Develop your Bylaws:

How your organization will run on a day to day basis is defined in the bylaws. The roles of the board members are explained and the rules of how the organization will operate are defined in the bylaws.

Incorporate as a Nonprofit Organization:

File your Articles of Incorporation with the Minnesota Secretary of State. This can be done online and there is a small fee.

501c3 – Income Tax Exempt:

A 501c3 is a specific type of public charity that has gained permission from the IRS to raise money from the public for an approved purpose and is exempted from paying federal income tax. Applications and annual filings are required.

File form 1023ez to be an exempt organization.

Charitable Organization:

An organization that solicits or intends to solicit contributions from Minnesota residents in excess of $25,000 are required to register with the Charities Divisions of the Attorney General’s Office.

Suggested Practices for Finances

1) Treasurer report should contain all transactions that took place prior to the meeting.
2) Finances of each club should be open to all members
3) A paid coach should not have check writing authority.
4) It is vital that **two people** should be involved in the authorization and signing of any check.
5) All purchases must go through the school district (see below).
6) At least two members should tabulate all funds collected.
7) Boosters may not use Duluth Public Schools' Tax ID o Tax Exempt Numbers.
8) For the purpose of good communication with families, Duluth Public Schools may need to request tax statements, receipts, expenditures, and balances.
9) Boosters should not pay any coach directly or play a role in the amount a coach is paid.

Purchasing

Booster clubs wishing to purchase equipment for their teams must go through the head coach and the activities director for approval. **Boosters clubs should not purchase equipment independently.** When equipment is purchased from donated funds it becomes the property of the school district.

After approval, the booster club should donate the funds to the activities department, specifying its purpose. The activities office will then complete a purchase order. All equipment and supplies must be shipped to school office.

The activities department cannot give out the school district tax-exempt number. Sponsors making donations must follow the above process for purchasing equipment.

Billing to Booster Clubs

All transportation, fees, and equipment purchases must be approved by the head coach and the Activities Director.

Prior to the trip the activities department will bill booster clubs for bus transportation that exceeds the district budget.

The activities department will bill booster clubs for any fees for tournaments or games that exceed the given district budget.

The district may bill booster clubs for supplies/equipment that exceeds the district budget. All donations must be turned into the Activities Office prior to ordering.

Duluth Public Schools Booster Club Information

A booster club is defined as "an organization that is formed to help support the efforts of a sports team or Activity program. Support is shown in many ways, including volunteering time, raising money, and contributing funds to better enhance the team or organization's performance."

Booster clubs may raise money by printing promotional items like team schedules and programs, however, they MUST be given clearance by the Activities Department. They can organize team events, such as pre- or post-game dinners or social events during the season. Booster clubs may perform, meet, or organize in accordance with the ISD 709 rules and guidelines governing booster clubs.

1. What type of fundraising group are you?

   Mark only one oval.

   - ◯ External Booster Club (outside of ISD 709) - Registered 501c3
   - ◯ External Team Support Group - Not a registered Booster Club
   - ◯ Internal club or activity (inside of ISD 709)

2. What sport or activity is your club representing?

   _____

3. What is the official name of your booster club or support group?

   _____

4. Who is the main contact for your booster club, please provide contact information

_____

5. Please provide the members of your Booster Club Board or group

_____

6. If applicable, what is your Federal Taxpayer Identification number

_____

7. If applicable, what is your State Employer's ID number

_____

8. Booster Clubs/Groups set up as non-profits need to demonstrate to the district that they are complying with applicable laws pertaining to reporting of revenue and expenditures as a for profit corporation, partnership or individual. Does your booster club comply?

Mark only one oval.

- ◯ Agree

9. Booster Clubs must comply with applicable charitable laws, which include:

Check all that apply.

- [ ] Become Incorporated in the State of Minnesota
- [ ] Register with the State Attorney General's Office as a charitable organization
- [ ] Requested recognition from the IRS as an exempt organization by filing Form 1023
- [ ] Applicable with the IRS and annually file Charitable Organization Annual Report with the Minnesota Attorney General's office?

10. We understand that Booster clubs wishing to purchase athletic equipment for their teams must go through the head coach and the athletic department for approval.

Mark only one oval.

- ◯ Agree

11. Actions Booster Clubs SHOULD DO

Check all that apply.

- [ ] Support the team, coaching staff, and participants by volunteering time and to raise money
- [ ] Contribute funds to enhance the performance of the team or organization.
- [ ] Print promotional items like team schedules, programs (subject to approval by the head coach/AD)
- [ ] Help organize team events (ie team meals, banquets, etc.) in collaboration with the head coach
- [ ] Discuss as official business any item that meets the definition or function of a booster club as outlined.
- [ ] Provide financial statements (detailed assessments) regarding booster club accounts to all parents and coaches if requested.

12. Actions Booster Clubs SHOULD NOT DO

Check all that apply.

- [ ] Openly discuss or distribute a performance review of the head coach or coaching staff.
- [ ] Openly discuss playing time issues.
- [ ] Use booster funds to influence the hiring/firing of any member of the coaching staff
- [ ] Offer up a petition by booster club members to hire/fire a coach.
- [ ] Plan, organize, or attempt to implement an offseason training program without direction or consent from the head coach
- [ ] Discuss as official business any item that does not meet the definition and function of a booster club as outlined on the previous page.
- [ ] Organize a off-season camp using the school name without consent of the School and the Head Coach.

13. **Advertising -** ***The Activities offices must approve all advertisements in printed programs for Denfeld and East events.***

Check all that apply.

- [ ] Game programs must be approved by the Activities Officer. Please email or fax a copy of your ads for approval prior to the Activities Director at EHS or DHS.
- [ ] Duluth East and Denfeld Activity offices reserve the right to pull programs that have not been approved or not consistent with district values. This includes businesses that do not meet our education athletic program culture.
- [ ] Booster clubs or teams are not allowed to post advertisements or signage on ISD 709 property, buildings, fences, or grounds (unless approved by the activities office).
- [ ] These activities must be coordinated through the East and Denfeld Activities Offices.

14. We understand that Boosters clubs should not purchase equipment independently and when equipment is purchased, from donated funds, it becomes the property of the school district.

Mark only one oval.

- ◯ Agree

15. We understand that after the head coach and the activities director have approved an equipment request, the booster club should donate the funds to the athletic department, specifying its purpose

Mark only one oval.

- ◯ Agree

16. Booster clubs should not order materials directly or have materials shipped to a home.

Mark only one oval.

Agree

17. Booster Clubs must comply with all of the following

Check all that apply.

Treasurer report should contain all transactions that took place prior to the meeting
Finance of each booster club should be open to 100% of all members
At no time should a paid coach have check writing authority
It is It is mandatory that two people should be involved in the authorization and signing of any check
All purchases must go through the school district Activities Office
At least two members should tabulate all funds collected
Boosters should not pay any coach directly or play a role in the amount a coach is paid

18. Title IX Compliance

Title IX regulations prohibit aiding and perpetuating discrimination by “providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students.”

Mark only one oval.

Agree

This content is neither created nor endorsed by Google.

Google Forms

Recruiting and Retaining

Improving Systems-Progress Monitoring
Committee of the Whole

September 7, 2023

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Duluth
Public Schools
Every Student. Every Day. 350

Our Vision

The Duluth Public Schools Recruitment and Retention Plan will serve as the strategic blueprint for recruiting, hiring and retaining quality employees in the Duluth Public School District.

It is a yearly process of attracting, developing, supporting and retaining highly qualified teachers and support staff at schools and across the district.

Key Tasks

- Define Recruitment Needs
- Develop a compelling recruitment message
- Create a recruitment/retention plan

Recruitment Needs

- Assess staffing requirements across all departments and identify where recruitment is needed.
  - Meet with building and department leaders three times during the school year to review staffing.
- Identify all viable applicants and to motivate individuals to seek employment within our district.
  - Discuss strategies to fill hard-to-fill positions.

Recruitment messaging

- Candidates need motivation to work for ISD709.
- That motivation comes from the recruitment message.
- Employer messaging affects recruitment of new employees, retention and engagement of current employees, and the overall perception of the District.

Recruitment Messaging

- Who are we?
  - Alignment of mission, vision and core values
- Why are we an employer of choice?
  - Work Environment
  - Culture
  - Career
- What do we offer?
  - Benefits
  - Compensation
  - Professional Development

Recruitment/Retention Plan

This is the first phase of a multi-year development process of attracting, developing and retaining highly qualified teachers and staff at our schools and across the district.

Recruitment/Retention Plan

- Updated, abbreviated, job specific application process
- Clear Recruitment Materials
- Hiring Timelines
- Increase job posting locations, Utilize Social Media
- Attend job fairs/recruitment events
- Grow your Own
- Diverse screening and interview teams
- Staff Interview Training

https://www.isd709.org/careers/apply-now

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https://business.calm.com/resources/blog/tackling-teacher-stress-burnout-post-pandemic/?utm_source=linkedin&utm_medium=social&utm_campaign=Q3_23_DuluthPublicSchools_Blog





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Questions?

Student Performance Data
&
Key Improvement Strategies and Efforts

Grounding

- How well a child does in school is not simply measured by how high they score on a test.
- We use several types and levels of data to assess how to best support our students.
- This is just one type of high-level data we use. It's primary purpose is a "system check" to gauge our district's implementation of state standards.

Categories and Levels of Data

	Student Achievement Data	Student Non-Academic Data	Perception Data	Program Data	Fidelity Data
Question	How are our students doing?	Who are we?	How are we seen by others and how do we see ourselves?	How effective are our programs, policies, and processes?	Are we doing what we said we would?
Description	Data from classwork and various assessments	All other student data	Opinions and perceptions of us and how we are doing	Info about the effectiveness of programs, policies, and processes	Measures adult behavior and extent to which a strategy or system is implemented

Center for Educational Leadership also looks at **levels of data**, and emphasizes the importance of street-level data.

- Satellite - Large grain, points in a general direction, requires further investigation
- Map -Medium grain, points in a slightly more direction
- Street - Fine-grain, require focused listening and observation, inform and shape our next moves

Balanced Assessment System

	Formative Assessments	Formal Classroom Assessments	Diagnostic Intervention Assessments	Interim Benchmark and Screening Assessments	External Summative Assessments
	Classroom		District or School		State
Purpose	·Assesses learning during lessons to guide next steps in instruction	·Assesses retained learning across related lessons	·Diagnoses strengths and/or areas for growth	·Identifies skill gaps and offers recommendations for instruction and intervention	·Evaluates implementation of state standards
Description	·Provides evidence of learning as it is developing ·Useful to educators and students to inform next steps in learning	·Provides evidence of retained learning across related lessons ·Most useful to educators and students to adjust learning and instruction	·Provides evidence of student strengths and needs in specific skill areas to inform instructional supports ·Most useful to educators to inform targeted instruction and intervention in specific skill areas	·Provides one piece of data used to identify students who may benefit from additional support ·Most useful to groups of teachers school leaders for measuring progress and longer-term planning	·Provides summarized evidence of retained learning of the standards ·Most useful to school and district leaders to evaluate curriculum and programs
How Often	·Ongoing, during learning	·Weekly, monthly	·As needed	·2-3 times per year	·Once per year
Examples	·Exit tickets, class polls	·End of unit assessments, quizzes, performance tasks	·FASTBridge ·PRESS ·Bridges	·FASTBridge ·Desired Results Developmental Profile	·MCA, MTAS ·ACCESS

Additional Context for Reviewing New Data

- The Summary of Achievement Data includes the test results for all students who took the MCA or MTAS.
- This data is reported as Percent Proficient.
    - Percent Proficient = percentage of students who met or exceeded the state standards on the state tests
- Cells with 10 or fewer students are intentionally left blank to maintain student data privacy.
- State assessments were not administered in 2019-2020 due to the pandemic.
- There were historically low testing participation rates in 2021.

Additional Context for Reviewing New Data

- Data included in Minnesota Report Card and 2023 North Star data calculated using 8 state-defined racial and ethnic codes.
  - Primary difference is the state definition of American Indian
  - Historic data was recalculated beginning in 2018-2019
  - Historic North Star Accountability data was not recalculated

- State Definition of American Indian:
  - Persons having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.
  - Any student or descendent from a U.S. (other than Hawaiian) or Canadian tribe, regardless of other racial backgrounds.

Summary of Achievement Data

All Students Tested

	Increase	Decrease	Stayed Same	Above State	Below State	On Par with State
READING by Group	American Indian Asian English Learners Free/Reduced	All Students Hispanic or Latino Black or African American White Two or More Races	Special Education	All Students American Indian Asian Hispanic or Latino White English Learners Free/Reduced	Black or African American Two or More Races Special Education	138
READING by Grade	4 5 6	3 7 8 10		3 4 5 6 7 8 10		
READING by School	Lakewood Laura MacArthur Lowell Lowell Spanish Imm Piedmont Denfeld Merritt Creek	Congdon Homecroft Lester Park Stowe Lincoln Park East Chester Creek Rockridge	Myers-Wilkins	Congdon Homecroft Lakewood Lester Park Lowell Spanish Immersion Ordean East East	Laura MacArthur Lowell Myers-Wilkins Piedmont Stowe Lincoln Park Denfeld Chester Creek Merritt Creek Rockridge	367

	Increase	Decrease	Stayed Same	Above State	Below State	On Par with State
MATH by Group	American Indian Asian Hispanic or Latino English Learners Free/Reduced	Black or African American Two or More Races	All Students White Special Education	Asian Hispanic or Latino English Learners	American Indian Black or African American White Two or More Races Special Education Free/Reduced	All Students 130
MATH by Grade	4 6 7	3 8 11	5	4 5 7	6 11	3 8
MATH by School	Congdon Lakewood LauraMacArthur Lowell Lowell Spanish Imm Ordean East Merritt Creek Rockridge	Piedmont Denfeld Chester Creek	Homecroft Myers-Wilkins Stowe Lincoln Park East	Congdon Homecroft Lakewood LesterPark Lowell Spanish Imm Ordean East East	Laura MacArthur Lowell Myers-Wilkins Piedmont Stowe Lincoln Park Denfeld ALC Chester Creek Merritt Creek Rockridge	368

	Increase	Decrease	Stayed Same	Above State	Below State	On Par with State
SCIENCE by Group	Asian Hispanic or Latino Two or More Races Free/Reduced	American Indian Black or African American White Special Education	All Students	All Students American Indian Asian Hispanic or Latino White Two or More Races English Learners Special Education Free/Reduced	Black or African American	130
SCIENCE by Grade		High School	5 8	5 8 High School		
SCIENCE by School	Congdon Laura MacArthur Lowell Spanish Imm Myers-Wilkins Lincoln Park Merritt Creek	Homecroft Lakewood Lowell Piedmont Stowe Ordean East Denfeld East Rockridge	Lester Park	Congdon Homecroft Lakewood Lester Park Lowell Lowell Spanish Immersion Piedmont Ordean East East	Laura MacArthur Myers-Wilkins Stowe Lincoln Park Denfeld Merritt Creek	369

Celebrations - Achievement Data (All Students Tested)

- Grade 5 is above the state in all three tested areas.
- Asian, Hispanic or Latino, and English Learners are above the state in reading, math, and science.
- Laura MacArthur, Lowell Spanish Immersion, and Merritt Creek made increases in reading, math, and science.
- Congdon, Homecroft, Lakewood, Lester Park, Lowell Spanish Immersion, Ordean East, and East are above the state average in reading, math, and science.

Challenges - Achievement Data (All Students Tested)

- Reading, math, and science proficiency for Black or African American students decreased and is below the state in all three tested areas
- Special Education is below the state in reading and math; performance decreased or stayed the same in all three tested areas
- Laura MacArthur, Myers-Wilkins, Stowe, Lincoln Park, Denfeld, and Merritt Creek are below the state average in reading, math, and science

North Star Accountability Update

North Star Accountability System

- Purpose: Identifies schools for support under the federal Every Student Succeeds Act (ESSA)
  - Required for the state to receive Title I funds
- Uses several indicators to identify schools, including:
  - Stage 1: Academic Achievement, Progress Toward English Proficiency
  - Stage 2: Academic Progress, Graduation Rates
  - Stage 3: Consistent Attendance
- Uses the MCA and MTAS data reported in previous slides to determine academic achievement and academic progress.
  - Specific enrollment criteria to determine if and to which school a student will "count"
  - Students who "opt-out" or are absent are considered not meeting the standards/not proficient in accountability calculations

North Star Accountability System

- We use “All Students Tested” for our systems check rather than North Star calculations for Academic Achievement
- Identifications occur every 3 years; 2023 is not an identification year
- In 2022, our district + 7 schools were identified as needing additional support. Two additional schools did not meet exit criteria and are also receiving support.
- 2022 and 2023 North Star data by racial group should not be compared - federal race codes were used in 2022; state race codes were used in 2023
- Graduation Rates and Consistent Attendance data are reported one year behind other data
- 2021 and 2022 Consistent Attendance data should not be compared due to differences in calculations used and variations in attendance practices across the state during the pandemic

North Star Accountability System

Designation: Targeted		
Myers-Wilkins*	Student group(s) performing similarly to the lowest 5% of Title I schools based on performance in Stages 1-4 (at least one indicator in each stage)	Black
Laura MacArthur*		Special Education, Free/Reduced Priced Lunch, Two or More Races
Lowell		Special Education
AEO		White

*Note: *Myers-Wilkins and Laura MacArthur were also identified in areas under Comprehensive Support. They will receive the greater degree of support. Congdon was previously identified, did not meet exit criteria, and will receive continuous, targeted support.*

North Star Accountability System

Designation: Comprehensive Support		
Piedmont	Same student group performing similarly to the lowest 5% of Title I schools for 2 identification cycles (at least one indicator in each stage)	Special Education
Myers-Wilkins		Special Education
Laura MacArthur	Lowest 5% of Title I schools based on performance in Stages 1-4	Average of averages across 3 fiscal years
ALC	Four-year graduation rate below 67%	All Students

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Note: Stowe was previously identified, did not meet exit criteria, and will receive continuous, comprehensive support.

Additional Data

Internal District Data Reports

Public File: District-At-A-Glance Reading, Math, and Science Results By School

Public File: District At-A-Glance Reading, Math, and Science Results By Student Group

Public File: District At-A-Glance Reading, Math, and Science Results By Grade

Public File: Reading, Math, and Science Results By School, By Grade

Public File: Reading, Math, and Science Results, By School, By Student Group

Public File: Reading, Math, and Science Results By Student Group (with Comparison Data)

State, District, School North Star Accountability Data

2023 North Star Accountability Data File

2022 North Star Accountability Data File

Additional Data Available on MDE Website

education.state.gov › Data Center › Data Reports and Analytics › Accountability and Assessment

education.state.gov › Data Center › MN Report Card

Assessment

Continue to support and monitor the implementation of the District's standardized continuous improvement processes used across all of our schools

Implement student data warehousing system to ensure:

- Each school's CIT has easy access to student outcome data needed to monitor progress toward meeting school improvement goals
- Each school's Tier 2 team has easy access to academic and behavioral data needed to identify and proactively respond to individual student needs
- CITs and Tier 2 teams are using valid and common data for decision-making

Literacy Priority Work

- **Literacy Frameworks: New for 2023/2024:**
  - K-2 & 3-5 Literacy Frameworks & ELA Elementary Guide Page
    - Science of Reading aligned and Read Act requirements
    - K-2 phonics instruction: new resource UFLI; training 8/31/23
    - 3-5 Science of Reading vocabulary instruction; training 8/31/23
    - Fidelity use of District approved, research aligned resources
  - MS 6-8 revised ELA Pacing Guides
- **Elementary Schedule: New for 2023/2024**
  - Designated grade level core tier 1 literacy blocks
    - K-2 ~120 minutes; 3-5 ~90 minutes
    - All students exposed to grade level standards based literacy instruction
  - WIN blocks designated & staggered
    - Tier 2 intervention and extension
  - Common collaboration time for grade level teams
- **Literacy Strategies Practice Profile (LPMS)**



Improving Results (all content areas)

- **PLC Reboot**
  - District PLC Committee; met August 8th
  - PLC Handbook revision; district-wide common agenda
  - Literacy focus K-5; content driven 6-12
- **Teacher Clarity Focus**
  - Introduced to Teacher Clarity August 29th
  - Work accomplished through PLCs
    - Standards, units, learning targets, success criteria, relevancy, assessment
- **Content Area Committees**
  - Beginning Fall 2023
  - Review curriculum standards, resource alignment
  - Moving toward guaranteed and viable curriculum (GVC)
- **Kindergarten Task Force**

Special Education Efforts

- UFLI Literacy Instruction focus Grades K-2
- Supervisors to support classroom teachers with core instruction
- Training to ensure Individual Education Plans (IEPs) are written with robust goals and objectives
- Focus on the MTSS process to ensure students are offered Tier 1 and Tier 2 supports in general education prior to considering special education eligibility.



Infrastructure for Continuous Improvement

Family and Community Engagement

Multi-Layered Practices and Support

Assessment

Data-Based Decision Making

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Positive Behavioral Interventions & Supports



- 6 Schools Refresher Training through PBIS
- 7 Schools Full Cohort Training through PBIS
- Asynchronous Training for Transportation
  - Bus expectations
- Continued Team Stipends (Project AWARE)
- Continued Bi–monthly Meetings
  - Coaching, training, and support of the school's SEB MTSS Coordinators from the district SEB MTSS Coordinator & the district Climate Coordinator

Social-Emotional Learning Curriculum

- Second Step is a Pre-K-8th grade social emotional learning curriculum
  - Year 3 of 5 year commitment (ESSER funded) for Second Step digital curriculum
  - Year 2 completion data (goal 85%)
    - Elementary = 91.7%; Middle = 85.8%
- Purchased Second Step posters and staff lanyards, Spanish posters, bullying prevention kits for elementary, and after-school time kits for Keyzone
- Purchased SEL curriculum for East H.S. for 3 years - BASE Education.
  - Currently in implementation and planning phase for roll out this year

Restorative Practices



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- Trained support staff and leadership in restorative foundations and circles along with some teachers in circle.
- Provided optional opportunities for circle training & continue to provide annually
- Posters and Restorative Chat cards to all sites
- All staff trained on Restorative Chats (August 2022)
- All district/building administrators and leadership trained in The Fundamentals of Restorative Practices (June 2023)
- Purchased and distributed Circle Forward restorative books for all school sites (May 2023)



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Additional SEB MTSS Efforts

- Alignment of data systems and monitoring

Project AWARE:

- Purchased Tier 2 SEL curriculum for all schools
  - Provide Social Thinking curriculum training to elementary staff providing tier 2 interventions
- Conduct other trainings per the AWARE grant
  - Youth Mental Health First Aid, etc.
- Conducted mental health awareness events last May during mental health awareness month
  - Doing another event this year

American Indian Education Program

- Academic tutoring/homework monitoring
- Graduation credit monitoring
- Promote a positive educational climate for our students
- Work with students, parents, and school staff to ensure student success
- Cultural activities for students, families, and community
- Assistance in cultural curriculum development and lesson planning to help meet the AI focused state standards
- Educate the school community about American Indian language, history, and culture.

American Indian Education Program

- Check & Connect
- Misaabekong Ojibwe Immersion program (K-5)
- 5 American Indian Home School Liaisons
- Support/mentor Ojibwe language teachers/program
- Family engagement opportunities

Office of Education Equity: 2023-25 Achievement and Integration Plan

OEE / A&I Programming District-wide

- Social Emotional Learning Specialist
- 12 Integration Specialists
- Family Engagement program
- Recruitment/Retention program
- Professional Development program
- Ojibwe Immersion Classroom Assistants
- Office Support Specialist Position
- Ojibwe Language Classes and Indigenous Cultural Enrichment programming

Questions? Contact Nate Smith @ 218-336-8714 or nathan.smith@isd709.org

Office of Education Equity: 2023-25 Achievement and Integration Plan

OEE / A&I Programming at Myers-Wilkins

- Young Scholars Program
- Social Emotional Learning Specialist
- OEE/Myers-Wilkins Duluth Community School Collaborative After-school and Summer School Programming
- KG Instructional Assistants
- Licensed Teacher Reading and Math Interventionists
- Intervention Learning Materials
- In-school Learning Opportunities and Field Trips

Questions? Contact Nate Smith @ 218-336-8714 or nathan.smith@isd709.org

Early Childhood: Duluth Preschool

Key focus areas for Preschool include:

- Continued full implementation of the Pyramid Model.
  **Title II funding will be used to support ongoing Pyramid training and coaching*
- Second Step lessons aligned with Pyramid Model implementation
- Developing strong Tier 2 social emotional interventions
- P-3 vertical collaboration for seamless transitions to kindergarten
- Continued integration of Circle of Security Classroom
  - Circle of Security Classroom

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, September 7, 2023
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
3:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
   - A. 516 Student Medication (to replace 6180) 2
3. **POLICIES FOR SECOND READING**
   - A. 904 Distribution of Materials on School District Property by Non-School Persons 9
4. **POLICIES FOR REVIEW**
   - A. 418 Drug-Free Workplace/Drug-Free School 17
   - B. 419 Tobacco-Free Environment 22
   - C. 513 Student Promotion, Retention, and Program Design 25
   - D. 509 Enrollment of Nonresident Students 27
   - E. 516.5 Overdose Medication 32
5. **REGULATIONS - Informational**
   - A. Deletion of 6180R Procedures of Administration of Medication During the School Day 36
6. **OTHER**

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 516
Orig. 1995
Rev. 2022

516 STUDENT MEDICATION

[Note: The necessary provisions for complying with Minnesota Statutes sections 121A.22, Administration of Drugs and Medicine, 121A.221, Possession and Use of Asthma Inhalers by Asthmatic Students, and 121A.222, Possession and Use of Nonprescription Pain Relievers by Secondary Students are included in this policy. The statutes do not regulate administration of drugs and medicine for students age 18 and over or other nonprescription medications. Please note that §121A.22 does not require school districts to apply the administration of medication rule to drugs or medicine used off school grounds, drugs or medicines used in connection with athletics or extra-curricular activities, and drugs and medicines that are used in connection with activities that occur before or after the regular school day.]

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering non emergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication during the school day. Any reference to prescription or prescribed medication or drugs in this policy includes over the counter (OTC) medication, with the exception of non prescription pain medication possession for secondary students (see section K, number 7 for requirement). The school district's licensed school nurse, trained health ~~clerk~~ assistant, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. REQUIREMENTS

A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.

B. An ~~"Administrating Prescription Medications"~~ "Authorization to Administer Medication" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes section 152.22, Subd. 6.

C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label. Over

the counter medications must be in a properly labeled container and have the manufacturer's recommendations clearly written.

D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.

E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).

F. The school must be notified immediately by the parent or student 18 years old or older ~~in writing~~ of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.

G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.

H. The school nurse, or other designated person, shall be responsible for the filing of the Authorization to Administer Medications ~~Administering Prescription Medications~~ form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.

I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minnesota Statutes section 121A.21). ~~The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy~~

J. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

K. Specific Exceptions:

1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;

2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;

3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;

4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;

5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:

   a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;

   b. the inhaler is properly labeled for that student; and

   c. the parent has not requested school personnel to administer the medication to the student.

   The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

   If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

6. Medications:

   a. that are used off school grounds;

   b. that are used in connection with athletics or extracurricular activities; or

   c. that are used in connection with activities that occur before or

after the regular school day are not governed by this policy.

[Note: The provisions of paragraph 6 are optional and the school board may choose to include or exclude any of the provisions specified.]

7. Nonprescription Medication. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

[Note: School districts should consult with licensed medical and nursing personnel to address whether nonprescription medications will be allowed at elementary schools and whether and under what conditions school personnel will participate in storing or administering nonprescription medications.]

8. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

   a. possess epinephrine auto-injectors; or

   b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

   The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

9. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

L. "Parent" for students 18 years old or older is the student.

M. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

N. Procedure regarding unclaimed drugs or medications.

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.

2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section§ 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.

3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section§ 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

Legal References: Minn. Stat. § 13.32 (Student Health Data)
Minn. Stat. § 121A.21 (Hiring of Health Personnel)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock

Supply of Epinephrine Auto-Injectors)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References: Policy 4035 (Drug Free Workplace)
Policy 4036 (Drug and Alcohol Testing)
Policy 4036R (Drug and ALcohol Testing Regulations)

Replacing: Policy 6180 (Medication Administration in School)
Policy 6180R (Procedures of Administration of Medication During the School Day)

6180 MEDICATION ADMINISTRATION IN SCHOOL

It is not the responsibility of the school or its employees to prescribe medications or home remedies. Medications should be administered at home under the supervision of the parent/guardian when possible. However, the school district acknowledges that some students may require administration of medication during the regular school day. The school district's Licensed School Nurse or designee will administer medications in accordance with Minnesota State Statues.

1. Medication must be provided by the parent/guardian. Prescribed medication must be stored in a pharmacy labeled container with accurate label instructions. Nonprescription medication must be in a properly labeled container and have manufacturer's recommendations clearly available.

2. A written request from the parent/guardian giving permission to administer medication must be received in writing within two (2) days of an oral request.

3. Administration of medication must be done according written medical order of the student's licensed health care provider. Prescription asthma or reactive airway disease medications and nonprescription pain relief medications for secondary students may be administered following Minnesota Statues and school district procedures.

4. Permission for the Licensed School Nurse to contact the prescribing medical provider must be obtained before ISD 709 accepts any medical order.

5. The administration of subcutaneous, instramuscular, intravenous, or rectal medications will be performed by the Licensed School Nurse, Registered Professional Nurse or Licensed Practical Nurse under the direction of the Licensed School Nurse. (A trained designee may administer auto injectables.)

6. Medications must be administered following written procedures of the School District. (see 6180R)

Reference: MS 121A.22

Adopted: 11-14-1989 ISD 709
Revised: 06-20-1995
03-16-1999
10-19-2004
09-19-2006 ISD 709

904 DISTRIBUTION OF MATERIALS ON SCHOOL DISTRICT PROPERTY BY NONSCHOOL PERSONS

I. PURPOSE

The purpose of this policy is to provide for distribution of materials appropriate to the school setting by nonstaff and nonstudents on school district property in a reasonable time, place, and manner which does not disrupt the educational program nor interfere with the educational objectives of the school district.

II. GENERAL STATEMENT OF POLICY

A. The school district intends to provide a method for nonschool persons and organizations to distribute materials appropriate to the school setting within the limitations and provisions of this policy.

B. To provide for orderly and nondisruptive distribution of materials, the school board adopts the following regulations and procedures.

III. DEFINITIONS

A. "Distribution" means circulation or dissemination of materials by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying materials, or placing materials in internal staff or student mailboxes.

B. "Materials" includes all materials and objects intended by nonschool persons or nonschool organizations for distribution. Examples of nonschool-sponsored materials include, but are not limited to, leaflets, brochures, buttons, badges, flyers, petitions, posters, underground newspapers whether written by students, employees or others, and tangible objects.

C. "Nonschool person" means any person who is not currently enrolled as a student in or employed by the school district.

D. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and

3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

E. "Minor" means any person under the age of eighteen (18).

F. "Material and substantial disruption" of a normal school activity means:

1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.

2. Where the normal school activity is voluntary in nature (including school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, specific facts must exist upon which the likelihood of disruption can be forecast including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

G. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, other theatrical productions, and in-school lunch periods.

H. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower him or her in the esteem of the community.

IV. GUIDELINES

A. Nonschool persons and organizations may, within the provisions of this policy, be granted permission to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, materials and objects which are appropriate to the school setting.

B. Requests for distribution of materials will be reviewed by the administration on a case-by-case basis. However, distribution of the following materials is always prohibited. Material is prohibited that:

1. is obscene to minors;

2. is libelous;

3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;

4. advertises any product or service not permitted to minors by law;

5. advocates violence or other illegal conduct;

6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religion, or ethnic origin);

7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

C. Permission for nonschool persons to distribute materials on school district property is a privilege and not a right. In making decisions regarding permission for such distribution, the administration will consider factors including, but not limited to, the following:

1. whether the material is educationally related;

2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;

3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;

4. the quantity or size of materials to be distributed;

5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;

6. whether distribution would require that nonschool persons be present on the school grounds;

7. whether the materials are a solicitation for goods or services not requested by the recipients.

V. TIME, PLACE, AND MANNER OF DISTRIBUTION

If permission is granted pursuant to this policy for the distribution of any materials, the time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

VI. PROCEDURES

A. Any nonschool person wishing to distribute materials must first submit for approval a copy of the materials to the administration at least five days in advance of desired distribution time, together with the following information:

1. Name and phone number of the person submitting the request.

2. Date(s) and time(s) of day of requested distribution.

3. If material is intended for students, the grade(s) of students to whom the distribution is intended.

4. The proposed method of distribution.

B. The administration will review the request and render a decision. The administration will assign a location and method of distribution and will inform the persons submitting the request whether nonschool persons may be present to distribute the materials. In the event that permission to distribute the materials is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.

C. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

D. In the event that permission to distribute materials is denied, the nonschool person or organization may request reconsideration of the decision by the superintendent. The request for reconsideration must be in writing and must set forth the reasons why distribution is desirable and in the interest of the school community.

VII. VIOLATION OF POLICY

Any party violating this policy or distributing materials without permission will be directed to leave the school property immediately and, if necessary, the police will be called.

VIII. IMPLEMENTATION

The school district administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

Legal References:
U. S. Const., amend. I
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)
Doe v. South Iron R-1 School District, 498 F.3d 878 (8th Cir. 2007)
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987)
Cornelius v. NAACP Legal Defense and Educational Fund, Inc., 473 U.S. 788, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985)
Perry Education Ass'n v. Perry Local Educators' Ass'n, 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983)
Roark v. South Iron R-1 School Dist., 573 F.3d 556 (8th Cir. 2009)
Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist., 640 F.3d 329 (8th Cir. 2011), cert. denied 565 U.S. 1036, 132 S.Ct. 592 (2011)

Cross References:
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)

First Reading: 08.15.2023
Second Reading:

Adopted:_____ *MSBA/MASA Model Policy 904*
Orig. 1995
Revised:_____ *Rev. 2002*

904 DISTRIBUTION OF MATERIALS ON SCHOOL DISTRICT PROPERTY BY NONSCHOOL PERSONS

I. PURPOSE

The purpose of this policy is to provide for distribution of materials appropriate to the school setting by nonstaff and nonstudents on school district property in a reasonable time, place, and manner which does not disrupt the educational program nor interfere with the educational objectives of the school district.

II. GENERAL STATEMENT OF POLICY

A. The school district intends to provide a method for nonschool persons and organizations to distribute materials appropriate to the school setting within the limitations and provisions of this policy.

B. To provide for orderly and nondisruptive distribution of materials, the school board adopts the following regulations and procedures.

III. DEFINITIONS

A. "Distribution" means circulation or dissemination of materials by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying materials, or placing materials in internal staff or student mailboxes.

B. "Materials" includes all materials and objects intended by nonschool persons or nonschool organizations for distribution. Examples of nonschool-sponsored materials include, but are not limited to, leaflets, brochures, buttons, badges, flyers, petitions, posters, underground newspapers whether written by students, employees or others, and tangible objects.

C. "Nonschool person" means any person who is not currently enrolled as a student in or employed by the school district.

D. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and

3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

E. "Minor" means any person under the age of eighteen (18).

F. "Material and substantial disruption" of a normal school activity means:

1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.

2. Where the normal school activity is voluntary in nature (including school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, specific facts must exist upon which the likelihood of disruption can be forecast including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

G. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, other theatrical productions, and in-school lunch periods.

H. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower him or her in the esteem of the community.

IV. GUIDELINES

A. Nonschool persons and organizations may, within the provisions of this policy, be granted permission to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, materials and objects which are appropriate to the school setting.

B. Requests for distribution of materials will be reviewed by the administration on a case-by-case basis. However, distribution of the following materials is always prohibited. Material is prohibited that:

1. is obscene to minors;

2. is libelous;

3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;

4. advertises any product or service not permitted to minors by law;

5. advocates violence or other illegal conduct;

6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religion, or ethnic origin);

7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

C. Permission for nonschool persons to distribute materials on school district property is a privilege and not a right. In making decisions regarding permission for such distribution, the administration will consider factors including, but not limited to, the following:

1. whether the material is educationally related;

2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;

3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;

4. the quantity or size of materials to be distributed;

5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;

6. whether distribution would require that nonschool persons be present on the school grounds;

7. whether the materials are a solicitation for goods or services not requested by the recipients.

V. TIME, PLACE, AND MANNER OF DISTRIBUTION

If permission is granted pursuant to this policy for the distribution of any materials, the time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

VI. PROCEDURES

A. Any nonschool person wishing to distribute materials must first submit for approval a copy of the materials to the administration at least five days in advance of desired distribution time, together with the following information:

1. Name and phone number of the person submitting the request.

2. Date(s) and time(s) of day of requested distribution.

3. If material is intended for students, the grade(s) of students to whom the distribution is intended.

4. The proposed method of distribution.

B. The administration will review the request and render a decision. The administration will assign a location and method of distribution and will inform the persons submitting the request whether nonschool persons may be present to distribute the materials. In

the event that permission to distribute the materials is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.

C. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

D. In the event that permission to distribute materials is denied, the nonschool person or organization may request reconsideration of the decision by the superintendent. The request for reconsideration must be in writing and must set forth the reasons why distribution is desirable and in the interest of the school community.

VII. VIOLATION OF POLICY

Any party violating this policy or distributing materials without permission will be directed to leave the school property immediately and, if necessary, the police will be called.

VIII. IMPLEMENTATION

The school district administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

[Note: School districts are encouraged to consider additional guidelines which reflect varied local practices relating to this subject matter including addressing the subject of consistency and uniformity for approving or disapproving practices under this policy.]

Legal References:
U. S. Const., amend. I
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)
Doe v. South Iron R-1 School District, 498 F.3d 878 (8th Cir. 2007)
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987)
Cornelius v. NAACP Legal Defense and Educational Fund, Inc., 473 U.S. 788, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985)
Perry Education Ass'n v. Perry Local Educators' Ass'n, 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983)
Roark v. South Iron R-1 School Dist., 573 F.3d 556 (8th Cir. 2009)
Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist., 640 F.3d 329 (8th Cir. 2011), cert. denied 565 U.S. 1036, 132 S.Ct. 592 (2011)

Cross References:
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, ~~(including~~ edible cannabinoid products~~)~~, and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, ~~(including~~ edible cannabinoid products~~)~~, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, ~~(including~~ edible cannabinoid products~~)~~, or controlled substances in any school location.

C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.

~~C.~~D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.~~any route of administration.~~

E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the commissioner.

F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

H. "Sell" means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.

~~H.~~ I. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.

J. "Use" means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means. ~~includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.~~

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.

V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products,must comply with the school district's student medication policy.

[Note: School districts are required by Minnesota Statutes, section 121A.22 to develop procedures for the administration of drugs and medicine. If the school district does not have a student medication policy such as MSBA/MASA Model Policy 516, this Paragraph A. can be modified to provide: "Students

who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must provide a copy of the prescription and the medication to the school nurse, principal, or other designated staff member. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer the prescribed medication except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, in accordance with school district procedures."]

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

[Note: The Drug-Free Workplace Act requires that school district employees be notified by a published statement of the prohibition of the use of controlled substances and actions that will be taken against employees for violations of such prohibition. 41 United States Code section 8103; 34 Code of Federal Regulations Part 84. An acknowledgment will document satisfaction by the school district of this federal requirement.]

D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances, inotxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the superintendent.

F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medial cannabis, nonintoxicating cannabinoids, or edible cannabinoid products.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. SCHOOL PROGRAMS

A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:

1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and

2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.

B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.

C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

VI. ENFORCEMENT

A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and ~~(including~~ edible cannabinoid products~~),~~.

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provide by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References:
Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01, Subd. 15a (Definitions)
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)
Minn. Stat. § 342.56 (Limitations)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

Replacing: Policy 4036
Adopted: 08.16.2022
Reviewed:

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 American Indian student may carry medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. 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 assistwith 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: 04.26.2022
Adopted: 05.17.2022

513 STUDENT PROMOTION, RETENTION, AND PROGRAM DESIGN

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

A. Promotion

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

B. Retention

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

C. Program Design

1. The superintendent, with participation of the professional staff and parents, shall develop and implement programs to challenge students that are consistent with the needs of students at every level. A process to assess and evaluate students for the program assignment shall be developed in coordination for such programs. All programs will be aligned with creating the World's Best Workforce.

2. The school district may identify students, locally develop programs and services addressing instructional and affective needs, provide staff development, and evaluate programs to provide gifted and talented students with challenging and appropriate educational programs and services.

3. The school district ~~will~~ must adopt guidelines for assessing and identifying students for participation in gifted and talented programs and services consistent with Minnesota Statues, section 120B.11. The guidelines should include the use of:

   a. multiple objective criteria; and

   b. assessments and procedures that are valid and reliable, fair, and research based. Assessments and procedures should be sensitive to under-represented groups, including, but not limited to, low-income, minority, twice-exceptional, and English learners.

4. The school district ~~will~~ must adopt procedures for the academic acceleration of gifted and talented students. These procedures will include how the district will:

   a. assess a student's readiness and motivation for acceleration; and

   b. match the level, complexity, and pace of the curriculum to a student to achieve the best type of academic acceleration for that student.

5. The school district ~~will~~ must adopt procedures consistent with Minnesota Statutes, section 124D.02 for early admission to kindergarten or first grade of gifted or talented learners consistent with Minnesota Statutes, section 120B.11, subdivision 2, clause (2).~~which describe the comprehensive evaluation in cognitive, social, and emotional development domains to help determine a child's ability to meet kindergarten grade expectations and progress to first grade in the subsequent year for early admission to kindergarten or first grade of gifted and talented learners.~~ The procedures must be sensitive to under-represented groups.

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

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

Adopted: 05/16/2017
Revised: 04/17/2018 ISD 709
Reviewed: 04/25/2023
Reviewed:

509 ENROLLMENT OF NONRESIDENT STUDENTS

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

I. PURPOSE

The school district desires to participate in the Enrollment Options Program (Open Enrollment) established by Minnesota Statutes section 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.

II. GENERAL STATEMENT OF POLICY

The school board adopts specific standards for acceptance and rejection of Open Enrollment applications.

III. OPEN ENROLLMENT PROCESS

A. ~~Eligibility. Applications for~~ Open Eenrollment ~~under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the~~ applications will ~~not~~ be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and

2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minnesota Statutes section 124D.03.

3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. If the school district limits enrollment of nonresident students pursuant to this section, the district shall report to the Commissioner of the Minnesota Department of Education (MDE) by July 15 on the number of nonresident pupils denied admission due to the limitations on the enrollment of nonresident pupils.

IV. BASIS FOR DECISIONS

A. Standards that may be used for rejection of application.

In addition to the provisions ~~of Paragraph II.A.~~ above, the school district may refuse to allow a pupil who is expelled under Minnesota Statutes, section 121A.45 to enroll during the term of the expulsion if the student was expelled for:

4. possessing a dangerous weapon, including a weapon, device, instrument~~s~~, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, ~~with the~~ except~~ion~~ that such term does not include ~~of~~ a pocket knife with a blade less than two and one-half inches in length, at school or a school function;

5. possessing or using an illegal drug at school or a school function;

6. selling or soliciting the sale of a controlled substance while at school or a school function; or

7. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

B. Standards that may not be used for rejection of application.

The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:

1. previous academic achievement of a student;

2. athletic or extracurricular ability of a student;

3. disabling conditions of a student;

4. a student's proficiency in the English language;

5. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or

6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in ~~Section F. of~~ this policy.

C. Application

The student and parent or guardian must complete and submit the "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education (or the Statewide Enrollment Options Application for State-funded Voluntary Prekindergarten (VPK) or School Readiness Plus (SRP) Application if applicable) developed by MDE and available on its website.

The school district may require a nonresident student enrolled in a program under Minnesota Statutes, section 125A.13, or in a preschool program, except for a program under Minnesota Statutes, section 124D.151 or Laws 2017, First Special Session chapter 5, article 8, section 9, to follow the application procedures under this subdivision to enroll in kindergarten. A district must allow a nonresident student enrolled in a program under Minnesota Statutes, section 124D.151 or Laws 2017, First Special Session chapter 5, article 8, section 9, to remain enrolled in the district when the student enters kindergarten without submitting annual or periodic applications, unless the district terminates the student's enrollment under subdivision 12.

The school district shall notify the parent or guardian in writing by February 15 or within ninety (90) days for applications submitted after January 15 in the case of achievement and integration district transfers whether the application has been accepted or rejected. If an application is rejected, the district must state in the notification the reason for rejection. The parent or guardian must notify the nonresident district by March 1 or within ten (10) business days whether the pupil intends to enroll in the nonresident district.

~~a School District Enrollment Options Program application developed by the Minnesota Department of Education and available on their website (education.mn.gov). Go to "Students and Families," then, under "School Choice," select "Open Enrollment." The form is entitled, "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education."~~

D. Lotteries

If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

1. the student's resident district does not operate a school building;

2. the municipality is located partially or fully within the boundaries of at least five school districts;

3. the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and

4. no other nonresident, independent, special, or common school district operates a school building within the municipality.

The process for the school district lottery must be established by school board policy and posted on the school district's website.

E. Exclusion

7. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.

8. Superintendent's review. The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

F. Termination of Enrollment

The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statutes section 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minnesota Statutes chapter 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8.

A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

Legal References:
Minn. Stat. § 120A.22, Subd. 3(e) and Subd. 8 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (~~The~~ Pupil Fair Dismissal Act)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. § 260C.007, Subd. 19 (Definitions)
Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)
Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)
18 U.S.C. 930, para. (g)(2) (Definition of weapon)

Cross References:
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 517 (Student Recruiting)

Replacing: 5035
First Reading: 05.16.2023
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Adopted: 06.20.23
Reviewed:

516.5 OVERDOSE MEDICATION

[Note: The 2023 Minnesota legislature enacted legislation requiring s~~S~~chool districts to maintain a supply of opiate antagonists. ~~are not required to adopt a policy on the use of emergency drugs for the treatment of drug-related overdoses.~~ School districts and their employees are legally permitted to purchase, store, and administer Naloxone (Narcan) in response to an opiate overdose in schools and those who do assist with such administration are immune from civil liability as well as exempt from criminal prosecution from possession, use, etc. of ~~a prescription~~ medication.~~, particularly to an individual to whom it was not prescribed.~~ The provisions of this policy outline the requirements of the law with respect to the use of Naloxone (Narcan) in schools.]

I. PURPOSE

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan)[1], and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day.

II. GENERAL STATEMENT OF POLICY

The school board authorizes school district administration to obtain and possess opioid overdose reversal medication, such as Naloxone to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

III. DEFINITIONS

A. **"Drug-related overdose"** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.

B. **"Naloxone Coordinator"** is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district's Naloxone Coordinator is the Assistant Superintendent or designee.

C. **"Opiate"** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug

[1] Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the internasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intermuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an "IM kit."

having such addiction forming or addiction sustaining liability.

D. **"Opiate Antagonist"** means naloxone hydrochloride ("Naloxone") or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.

E. **"Standing Order"** means directions from the medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:

1. Administration type

2. Dosage

3. Date of issuance

4. Signature of the authorized provider

IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES

A. The school district must maintain a supply of opiate antagonists at each school site to be administered in compliance with Minnesota law. Each school building must have two doses of nasal naloxone available on-site.

[Note: The Minnesota Department of Education offered guidance regarding the meaning of "school site." If a school site includes multiple buildings, the two-dose requirement applies to buildings used for instruction. It does not apply to administrative buildings, facility buildings, ice arenas, and similar buildings not used for instruction.]

B. A licensed physician, a licensed advanced practice registered nurse authorized to prescribe drugs pursuant to Minnesota Statutes, section 148.235, or a licensed physician assistant may authorize a nurse or other personnel employed by, or under contract with, a public school may be authorized to administer opiate antagonists as defined under Minnesota Statutes, section 604A.04, subdivision 1.

C. A licensed practical nurse is authorized to possess and administer an opiate antagonist in a school setting notwithstanding Minnesota Statutes, 148.235, subdivisions 8 and 9.

D. District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a district-wide collaborative planning and implementation team ("District Planning Team") who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

1. The District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or designee or solicited as volunteers by the superintendent.

2. The District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of

Naloxone or other Opiate Antagonist by school district staff at designated school sites and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.

3. The District Planning Team will develop district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:

   a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;

   b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;

   c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and

   d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.

4. The District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

E. Site Planning Teams

1. In consultation with the District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.

2. The Site Planning Team will be responsible for the coordination and implementation of this policy, district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and district wide procedures and guidelines.

F. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

V. NALOXONE STORAGE

A. The Site Planning Team will select Naloxone storage locations within the school site.

B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.

C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

VI. Privacy Protections

The school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

Legal References:
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.224 (Opiate Antagonists)
Minn. Stat. § 144.344 (Emergency Treatment)
Minn. Stat. § 148.235 (Prescribing Drugs and Therapeutic Devices)
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances)
~~Minn. Stat. § 152.212 (Labeling of Prescription Drug Containers)~~
Minn. Stat. § 604A.01 (Good Samaritan Law)
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)
Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)
20 U.S.C. § 1232g (Family Educational and Privacy Rights)

Cross Reference:
MSBA/MASA Model Policy 516 (Student Medication)
Minnesota Department of Health Toolkit on the Administration of Naloxone

First Reading: 04.25.23
Second Reading: 05.16.23
Adopted: 05.16.23
Reviewed:

6180R PROCEDURES OF ADMINISTRATION OF MEDICATION DURING THE SCHOOL DAY

1. Parent/Guardian Permission: A written request from the parent/guardian giving school personnel permission to administer prescription or nonprescription medication is required annually and within two days of an oral request.

2. Prescription Medication: An annual statement from the prescribing health care provider is required with the exception of asthma or reactive airway disease medications (see #5 below). The name of the medication, reason it is prescribed, and the dosage, time, and frequency that the medication is to be given at school must be provided. Permission for the Licensed School Nurse to communicate with the ordering health care provider must be provided before accepting any medical order. Short term prescription medications may be administered for up to two (2) weeks without a physician's statement with accurate pharmacy labeling.

3. Nonprescription Medication: An annual statement from the prescribing health care provider is required for all over the counter medications with the exception of nonprescription pain relievers for secondary students (see #6 below). The name of the medication, reason it is prescribed, and the dosage, time, and frequency that the medication is to be given at school must be provided.

4. Medication must be provided by the parent/guardian. Prescribed medication must be stored in a pharmacy labeled container with accurate label instructions. Nonprescription medication must be in a properly labeled container and have manufacturers' recommendations clearly available.

5. Self - Administration: Students may self-administer prescription asthmas inhalers when a written request from the parent/guardian has been received by the school. The inhaler must be properly labeled for that student.

6. Students may possess non-syringe injectors of epinephrine when the parent and prescribing medical professional provides a written request to do so.

7. A secondary (7-12) student may possess and use nonprescription pain relief in a manner consistent with the labeling. If the school has received a written authorization from the student's parent or guardian permitting the student to self-administer the medication. The school may revoke a student's privilege to possess and use nonprescription pain relievers if the school determines that the student is abusing the privilege. Students may not possess or use any drug or product containing ephedrine or pseudoephedrine. **8.** No sharing of medication is permitted.

9. Storage: Medications administered by school staff are to be stored under locked protection in the school health office.

10. Emergencies: For each student whose health condition requires a prescribed emergency medication, a written Individual Health Plan will be formulated by parent, student, teacher, licensed school nurse, and principal. The plan should take into consideration the written order of the family physician and should identify which trained school personnel can give emergency mediation to the student.

Approved: 06-09-1970 ISD 709
Revised: 06-15-1982
11-14-1989
06-20-1995
0 8-15-2006 ISD 709

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Tuesday, September 12, 2023
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30

1. **Guest Presentations for this Meeting**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 2
   - B. **Business Services**
     - 1) Enrollment Report - None (Reports will resume in October 2023)
     - 2) Child Nutrition Department Report 4
     - 3) Facilities Department Report 5
     - 4) Technology Department Report 6
     - 5) Transportation Department Report 8
3. **Recommended Resolutions**
   - A. B-9-23-3982 - Acceptance of Donations to Duluth Public Schools 9
   - B. B-9-23-3983 - Acceptance of Grant Awards to Duluth Public Schools 10
   - C. B-9-23-3984 - Maximum Levy Certification 12
4. **Consent Agenda**
   - A. HR Staffing Report 13
   - B. Job Description for Educational Technology and Innovation Coordinator 16
   - C. Finances
     - 1) Financial Report 20
     - 2) Fundraisers 21
   - D. Bids, RFPs, and Quotes - None
   - E. Contracts, Change Orders and Leases
     - 1) Contract - BAYADA Home Health Care, Inc. 22
     - 2) Contract - Soliant Health, LLC (Teleservices agreement for FY24) 27
5. **Miscellaneous Informational Items (no action required)**
   - A. Expenditure Contracts 32
   - B. No Cost Contracts 102
   - C. Revenue Contracts 109
   - D. Grant Applications 119

Human Resources Report Summary
September 2023 Activities

Staffing Updates:
Number of staffing changes Received by HR during the month of August. This is a summary of the consent agenda.

	Certified	Non-Certified
# New Hires	39	44
# Retirements	1	1
# Resignations	3	17
# Leave of Absences	2	0

HR Department Updates:

On August 21st, the HR department conducted a new hire orientation from 8:00 a.m. to noon. The orientation was attended by 109 new employees, who had the opportunity to meet their distinct senior leadership team. Superintendent Magas gave a great introduction during the orientation, and the new employees received basic information about Duluth public school history, payroll, timekeeping, and benefits. Additionally, the Technology department distributed district devices to teachers and other certified staff.

The HR department conducted a feedback survey for new hires to gather data on their experience with the hiring process through new hire orientation. This information will help the department identify areas of success and areas that need improvement/change.

The HR department is working on increased advertisement of support positions withint he District and will be attending the Hiring Now! job fair series held at the CareerForce Center on October 4, 2023 doing on-site interviews when possible.

Benefits Updates:

The Benefits Department is hosting a New Hire Benefits Night on September 13, from 4p-5p to assist any new hires in getting enrolled in benefits. In addition, the Department has begun to schedule on site visits to the various schools and sites to meet and greet employees and answer any questions that they may have regarding benefits, leaves, or other concerns. PEIP has reached out to inform the Department that starting January 1, 2024, PreferredOne will no longer be an insurance provider through PEIP. All of our current employees enrolled with PreferredOne will be given a special enrollment. Information will be sent to affected employees in the coming weeks.

Hiring Updates:
As of Tuesday, September 5, all regular certified staff positions are filled. We have one long-term substitute opening for an MTSS Coordinator position. We posted and filled 243 openings for this school year, with almost 100 of those positions filled with external applicants.

Staffing continues to be busy non-certified positions. As of September 1, we have posted 185 openings and have filled 124.

Paras- posted 126, 92 filled
Clerical- posted 11, 5 filled
Food Service- posted 18, 9 filled
Maintenance- posted 21, 13 filled
Non-Cert Business- posted 2, 1 filled
DDWIAAA- posted 7, 4 filled.

Current Openings:

Certified:

Teachers, Elementary (1)

Non-Certified:

Administrative/Management (3)
Child Nutrition (9)
Clerical (3)
Integration Specialist (1)
Maintenance/Transportation (12)
School Custodian (3)
School Bus Driver II (4)
Engineer II (2)
Second Shift Engineer I (2)
Second Shift Engineer II (1)

Playground/Cafeteria Monitor(8)

Paraprofessionals (14)
American Indian Home School Liaison (1)
Early Childhood SpEd Paraprofessional (1)
Licensed SIgn Language Interpreter (2)
LPN Paraprofessional (1)
Sign Language Facilitator (1)
Sp. Ed. Building Wide Paraprofessional (5)
Sp. Ed. Program Paraprofessional (2)
Sp. Ed. Student Specific Set III Paraprofessional (2)
Supervisory Paraprofessional (1)
Technical Tutor (1)

Contract Negotiations: Four contracts will be sent for Board approval later this month: Food Service Employees, Paraprofessionals, Duluth Principals Associaiton and Non-Certified Business Division Administrators. We are active in negotiations with the Executive Employees Association and the Education Directors Association, and have been working with the Duluth Federation of Teachers on topics of interest. We are still awaiting meeting dates for the Clericals and the Integration Specialists Unit. The District-Wide Instructional Administrators Association has not yet requested to negotiate.

Child Nutrition Report
August 2023

Summer Meals

Synopsis of Summer Meals

		Summer Meals 2023								
Monthly Report										
Meal counts		BREAKFAST					LUNCH			
	June	July	August	TOTAL	Daily av	June	July	August	TOTAL	Daily ave
TOTAL MEALS										
Lincoln Park	126	698	328	1152	26	112	752	350	1214	28
Lowell	915	1945	1195	4055	92	1139	2452	1511	5102	116
Macwest bags				0	0	184	642	425	1251	28
Macwest In School	989	1734	1064	3787	86	1161	2311	1433	4905	111
Myers-Wilkins	306	853	694	1853	42	760	1681	1226	3667	83
Piedmont	223	490	337	1050	24	677	1508	789	2974	68
Stowe	104	217	124	445	10	411	1031	628	2070	47
Denfeld	599	1315	39	1953	5	538	1055	42	1635	37
Heritage Boys and Girls				0	0	210	915	485	1610	37
Lincoln Boys and girls				0	0	225	600	425	1250	28
Aicho	80	180	210	470	11	190	320	360	870	20
Rockridge	120	174		294	7	120	174		294	7
Center City	180	310		490	11	186	276	403	865	20
Neighborhood youth		190	140	330	8	340	410	280	1030	23
TOTALS	3,642	8,106	4,131	15,879		6,253	14,127	8,357	28,737	
Days of service	9	20	15	44		9	19	14	42	
Average per day	405	405	275	361		60	744	597	684	
TOTAL MEALS Breakfast						LUNCH				
15,879						28,737				

Unpaid Lunch Debt

Child Nutrition ended the school year with $76,890.23 in outstanding debt. Weekly phone calls and emails were sent to parents to remind of payment needed. Monthly billings were mailed to homes from our office as well. $76,890.23 will be going to the collection agency. Many schools across the state of Minnesota had similar problems with unpaid lunch accounts coming off the pandemic years when lunch was free.

Universal free meals School year 23-24

Students will be having 1 free breakfast and 1 free lunch when the new school year begins. The state of Minnesota has enacted this for all schools that are operating the National School Breakfast and Lunch program. This program should help with unpaid lunch debts in the future. Universal free meals also give School meal programs a boost as supply chain issues, higher food prices and labor costs have increased Child Nutrition's operational cost. Child Nutrition will be reimbursed by the State and Federal Government for each meal eaten. Breakfast reimbursement is $2.28 per student and Lunch is $4.35.

Facilities Management & Capital Project Status Report
August 31, 2023

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 296 work orders and are currently working on 331 open work orders. Due to the start of classes and the move the number of open work orders is higher than average.

Capital Construction

- Congdon Park field replacement is complete and on time. Project included removal of old soils, installation of new drain tile and soil along with a catch basin and new sod. New fence gate was added and will be installed in early September.
- Congdon Park playground completed on time with new equipment and wood fiber installed by Flagship.
- Lowell Playground project is complete and on time. New fence for the playground along with new wood fiber was installed around the equipment. New basketball court with new blacktop and backboards installed with stripping.
- Office build outs in Lowell, Denfeld, and Homecroft have been completed on time for the start of classes. All spaces are ready for use. Room number wall plates are on order.

- **Ongoing Discussion with Legal Representation**
  - ➢ PSS Track Lane 1 Ponding Remediation is still ongoing. .

- **Construction Tasks "On The Hill"**
  - ➢ Move of Departments to the new buildings have been moving forward
  - ➢ Interior work is still ongoing at the DSC, Facilities and Transportation Buildings. Punch list items will be addressed with ICS.
  - ➢ All buildings received Certificates of Occupancy.
  - ➢ Final finishes are installed with final appliances set to be delivered the week of September 11th.
  - ➢ Furniture still remains at the UHG building. Need to arrange walk thru with Titanium for final items to be completed at the end of lease.
  - ➢ Site work will continue with final grading and additional topsoil is brought in.

Building Operations

- Operations still have their hands full filling licensed positions. Most of the Custodian positions have been filled. Operations continue looking to fill Engineer II positions at Lowell and Myers-Wilkins, a Second shift Engineer II position at Denfeld and Lincoln Park Middle School, Second Shift Engineer I at Lakewood, Lester Park, Rockridge and the new DSC building, and Custodian I positions at East High School, Ordean East Middle, and Congdon.
- The Building Operations staff has done an outstanding job pulling off default tasks over the summer. The buildings are looking great for the start of the year. Thanks, Building Operations staff.

Technology Department - August 2023 Report

- **Cybersecurity**
  - Google Security
    - Gmail
      - 737K Emails Messages Accepted/Delivered. Last month was 547K
        - 35K Rejected. Last month was 33K
        - 41K Spam folders. Last month was 36K
        - 1.2.K were identified as Phishing. Last month was 2.3K
        - 39 were identified having suspicious attachments. Last month was 36
        - 7.2K were identified as Spoofing. Last month was 3.3K
        - 0 emails were identified as Malware
    - Account Information
      - 8,408 Active Accounts. Last month was 6,744
      - 28.61 TB of storage. Last month was 25.23 TB
      - 408.6 Files shared externally. Last month was 112K
      - 383 Suspicious login attempts. Last month was 138
      - 2.8K Failed user login attempts. Last month was 1.8K
      - 40 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked. Last month was 17

- **E-Rate RFP/Bid**
  - None

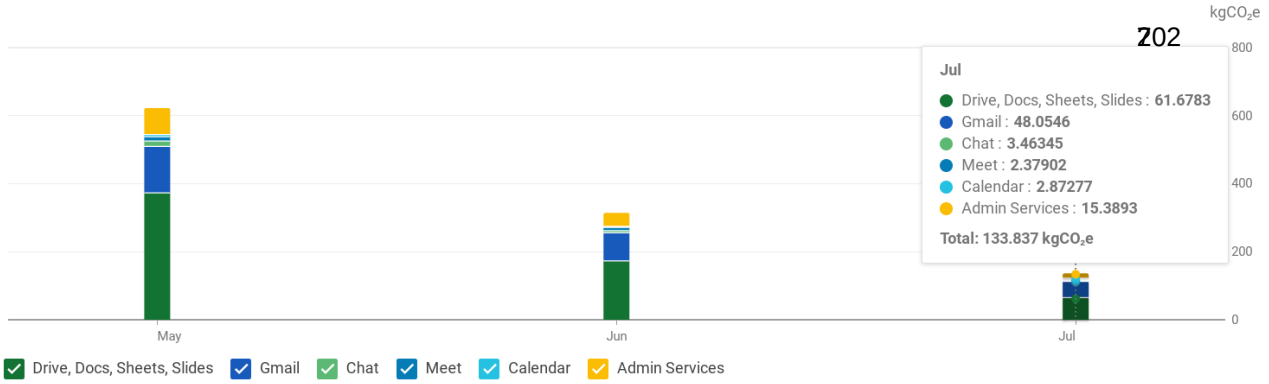
- **Technology Help Desk Tickets**
  - 1,003 New Technology Support Tickets Created. Last month was 181
  - 767 Tickets were resolved. Last month was 178
  - 442 Tickets remain unresolved. Last month was 206

- **Remaining Summer Project Status**
  - DSC BoardRoom AV. We will be working with CDW-G and Pro-Tech Management to address the remaining issues and System Commission the AV systems on Friday, September 8.. - 95% DONE
  - District-Wide: $2M Classroom AV Upgrades. This update included ~ 200 classrooms plus 21 portable SMART MX286 Display systems. - 90% DONE
  - Lester Park LÜ ÜNO Play system. 50% DONE.

- **New - Google Carbon Footprint for our Google Workspace for Education Domain (@isd709.org)**
  - How Google creates Carbon Footprint reports for Google Cloud and Google Workspace customers
  - 133.837kg is our July 2023 Carbon Footprint
  - 1.06631t is our May 2023 - July 2023 Carbon Footprint (see graph below)
  -

Location-based carbon footprint over time

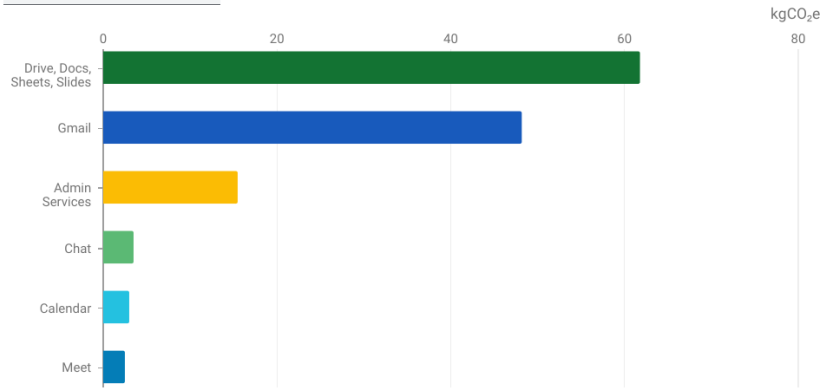
May 2023 - July 2023



Drive, Docs, Sheets, Slides | Gmail | Chat | Meet | Calendar | Admin Services

Location-based carbon footprint by application

Jul 2023





1 metric ton of CO_2e

1 metric ton of CO_2e is equivalent to carbon sequestered by **16.5 tree seedlings grown for 10 years.**

View more equivalencies

Transportation Report
August 2023 Activities

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

We are working with the new software now fixing issues with routes for the 23-24 school year.

Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a few drivers short and now we still need a helper as well.
- Joe has been doing a great job as a supervisor, he is catching on and works very well with everyone.
- We have a few new or returning drivers but also lost another one just before school.

Bus Maintenance

- Buses are still having issues due to age and rust, we have 2 that are not worth fixing as the rust is too far.
- Currently we are borrowing 2 buses from Voyageur just to make sure we can cover our routes.
- Having the buses stored indoors now and having the dedicated wash bay should help with these issues in the future.

Our oldest bus is a model year 2010 and the next oldest are three 2011's. Current average mileage 93,842 and this is with our two new buses bringing it down a bit (goal is 50,000 – 60,000).

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld HS	Kenneth Cinker	$50.00		Mr. Cinker provided restoration services on the Denfeld spire. When asked for W9 for payment, Mr. Cinker said to donate the $50 back to the school.
Denfeld HS	Robert and Lauren Dahlin	$500.00	Duluth Denfeld Football	
Districtwide	Jill Lofald	$100.00	Unity in Our Community	
Districtwide	Julie Shelton	$25.00	Unity in Our Community	
East HS	Whole Foods Co-op	In-kind	Duluth East Culinary Arts	We received a donation of a commercial flat top and steamer for the Duluth East Culinary Arts program.
Laura MacArthur ES	Western Bank	$310.00 + In-kind		A continued community partner that helps and supports west Duluth and Laura MacArthur
Piedmont ES	Jim Paczynski	In-kind		120 Spiral Notebooks; 15 packs of markers; 24 boxes of crayons; 30 glue sticks; 40 pocket folders; 120 pencils; 4 bottles of glue
Piedmont ES	Hillside United Methodist Church	In-kind		12 Boxes of Kleenex; 4 backpacks; 12 Plastic folders; 8 Composition Notebooks; 6 Spiral Notebooks; 4 Plastic pencil cases; 20- 24 count crayons; 2-64 count crayons; 40 pens; 5-10pk colored pencils; 4- 10pk markers; 2 - 20pk markers; 9 pkgs pencils; 4 pencil sharpeners; 14 glue sticks; 5 bottles of glue; 6 pair of scissors; 6 erasers; 4 rulers; 8 Expo dry erase markers; 1 watercolor; 1 highlighter
Piedmont ES	Cub Foods Duluth	In-kind		35 paper grocery bags of assorted school supplies

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
The Northland Foundation	Jen Jaros	Prenatal-Grade 3 Early Childhood and Curriculum Depts	4,000	Annually The Northland Foundation invites our district to apply for funds to continue working toward P3 goals. ISD709 has participated in MDE's P3 Initiative for over 10 years. Additionally, The Northland Foundation offers an Early Childhood Summit. A team from our district attends and is then offered this grant opportunity. We have been active participants in this important work. In recent years, the funds have been used for preschool SEL/PBIS-like Pyramid Model training, travel expenses and supplies. Additionally, this year this funding allowed us to gather early childhood and kindergarten teachers, principals and other leaders to learn/train in regard to intentional play-based learning in the classroom. This grant would be used for similar

				purposes next year. The P3 Leadership group of Jen Jaros, Sherry Williams, Brenda Spartz and Sally Weidt will be meeting in the next few weeks create a plan forward. THIS GRANT IS DUE 6/20, and will be written once approved through this process.
The Northland Foundation	Cal Harris	Laura MacArthur/ HBCU Trip	6500	HBCU Trip

R E S O L U T I O N

Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 19, 2023 at 6:00 PM in the Board Meeting Room at District Service Center, 709 Portia Johnson Drive, Duluth MN 55811, and will receive input from the public on the proposed certified levy for 2023 payable in 2024.

THEREFORE, BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2023 payable 2024 at the maximum amount.

HUMAN RESOURCES ACTION ITEMS FOR: SEPTEMBER 19, 2023

CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
ALVAREZ, CHARLIE D	Grade 2 Spanish Immersion/Lowell, (MA) IV 9 1.0,	08/29/2023	
AMYS, SAMANTHA J	Orchestra Teacher/Lincoln Park,Denfeld, (BA) III 7 1.0, Klimek, B. transfer	08/29/2023	
ARRO, LANA	Middle/High School Math (TOSA)/AEO/ALC, (MA) IV 9 1.0,	08/29/2023	
BAYCH, AMANDA S	Band Co-Teacher/Lincoln Park, (BA+30) IV 3 1.0,	08/29/2023	
BOHAN, BRYNN M	Physical Science/Biology/ Denfeld, (BA+45) III 1 1.0, Ballavance K. resigned	08/29/2023	
CARL, GRANT J	Co-Orchestra Teacher/Lincoln Park, (BA) III 1 0.6,	08/29/2023	
CLARK, ANDREA M	Library Media Specialist/Myers Wilkins, (BA) III 8 0.8, Backstrom M. transferred	08/29/2023	
CONSIDINE, ERIN C	Speech Language Pathologist/District Wide, (MA) IV 9 1.0,	08/29/2023	
ECKEL, JENNIFER N	Sped Residential Teacher/Rockridge, (MA) IV 6 1.0, Hoppe, A. transferred	08/29/2023	
ELNES-SCHEPPER, RONDA D	DAPE Teacher/District Wide, (MA) IV 9 1.0, replacing Leblanc M.	08/29/2023	
FELDMAN MCCULLOUGH, HARMONY C	Preschool Social Worker/Headstart, (MA) IV 9 0.5,	08/29/2023	
FURCHERT, CAROL A	Social Studies/ALC, (MA+15)IV 9 1.0,	08/29/2023	
HAGGEN, AMANDA M	Music Teacher/Lakewood/Stowe, (MA)IV 6 1.0,	08/29/2023	
HAUSSNER, MARY B	Library Media Specialist/Piedmont, (MA) IV 9 1.0, Davidson G. transfer	08/29/2023	
HILDR, JILL A	Sped ECSE B-6 Teacher/District Wide, (BA+45) III 8 1.0,	08/21/2023	
HUGHES, KIM M	Sped SMI/ASD Setting III Teacher/Denfeld, (MA) IV 8 1.0, replaced Harkins, S.	08/29/2023	
KELLEY, KATHERINE F	Sped Speech Lang. Path./District Wide, (MA) IV 9 1.0,	08/29/2023	
KLUG, KAYLA L	Sped Physical Therapist/District Wide, (PhD)V 9 1.0, R. Rodd retired	08/29/2023	
LARSON, ASHLEY B	Elementary Math Interventionist TOSA/Piedmont, (BA) III 1 1.0, Dolinsek K. transferred	08/29/2023	
LOFALD, RACHEL C	ORCHESTRA TCHR/DENFELD, (MA) STEP	08/29/2023	
LOZINSKI, MEGHAN M	GRADE 8/LINCOLN PARK, (MA)IV 5, 1.0 FTE/M. LOVOLD RETIRED	08/29/2023	
LUNDELL, BRONWYN J	Sped Multi Categorical Setting III Teacher/Lester Park, (BA) IV 2 1.0, replaced Franklin D.	08/29/2023	
MACDOWELL, NATHAN P	Sped STEPS Setting IV Teacher/Rockridge, (MA) IV 1 1.0,	08/29/2023	
MARTIN, JUSTIN A	LTS Sped Social Worker/District Wide, (MA) IV 9 1.0, Litman T.	08/22/2023	
MCGARRY, MORGAN J	Health Teacher/Denfeld, (MA) IV 5 0.7,	08/29/2023	
NEVIN, LEEANNA G	Sped Resource Teacher/Laura MacArthur, (BA) III 3 1.0, Northup M. resigned	08/29/2023	
PELOQUIN, HEIDY L	Sped Speech Pathologist/District Wide, (MA) IV 4 1.0,	08/29/2023	
RAUKAR, LAURALEE	24 Hr Posting Grade 5 Teacher/Lester Park, (BA) 8 1.0,	08/31/2023	
REED, NICHOLE M	Preschool/Head Start Teacher/Lowell, (BA) III 8 1.0, Walker-Davis S. Transferred	08/29/2023	
REKER, CHRISTINA A	English Lang. Arts, Immersion Specialist TOSA/Lowell, (MA) IV 9 1.0, Cameron, A. replaced	08/29/2023	
REUL-MONSON, SARA A	Grade K/Lakewood, (MA+45) 9 1.0,	08/29/2023	
REYNOLDS, MARK C	Sped Resource Teacher/Denfeld, (BA) III 8 1.0, Cheselski P. transferred	08/29/2023	
RICE, LAURA C	Sped Speech Language Path/District Wide, (MA) IV 5 1.0,	08/29/2023	
ROSE, ANNA K	Library Media Specialist/Lester Park, (MA) IV 9 1.0, Knettel, C. transferred	08/29/2023	
RUST, LAURA J	Dean of Students TOSA/Denfeld, (MA) IV 9 1.0, Schmitz A. transfer	08/29/2023	
SCHMIDT, LAUREN G	Preschool Teacher/Stowe, (BA) III 1 0.6, Bachinski S. resigned	08/29/2023	
SILBERMAN, PHOEBE J	SPED, East High, (BA) IV 6, 1.0	08/29/2023	
SORVIK, CHELSEA L	Speech Language Pathologist/District Wide, (MA) IV 8 1.0,	08/29/2023	
YOUMANS, EMILY P	Visual Arts Specialist/Ordean & East, (BA) III 5 0.9, Tran T. displaced	08/29/2023	

CERTIFIED LEAVE OF ABSENCE	POSITION	EFFECTIVE DATES	
LEONE, RILEY C	SPECIAL EDUCATION RESOUCE/LAURA MACARTHUR	10/09/2023	
SHEVICH, ANDREA	GRADE 1/LAURA MACARUTHUR	08/29/2023	10/09/2023

CERTIFIED DECREASE	POSITION	EFFECTIVE DATES
RICHARDS, ANASTASIA K	SPEC ED OCCUPATIONAL THERAPIST/STOWE, 1.0 TO .8	08/29/2023
SAARI, LORI K	SPEC ED NURSE/ORDEAN EAST, 1.0 TO .8	08/29/2023

CERTIFIED INCREASE	POSITION	EFFECTIVE DATES
ANDRYS, HEATHER L	PRESCHOOL/LAURA MACARTHUR, .6 TO 1.0	08/29/2023
CHRISTENSON, PAUL D	MUSIC/VOCAL/EAST, .8 TO 1.0	08/29/2023
GOULET, JASON A	SPEC ED OCCUPATIONAL THERAPIST/DW, .6 TO .8	08/29/2023
JOHNSON, KATHRYN J	ENGLISH/ALC, .8 TO 1.0	08/29/2023
MCGARRY, MORGAN J	.7 HEALTH/DENFELD, .2 HEALTH/ALC, .7 TO .9	08/29/2023
SCHMITZ, ANDREW P	SOCIAL STUDIES/STUDENT GOVERNMENT/DENFELD, .9 TO 1.0	08/29/2023
ZIMPEL, ANNE E	ECFE CHILD EDUCATOR/LESTER PARK, .775 TO 1.0	08/29/2023

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
JARVIS, DEBRA A	SPED RESOURCE TEACHER/EAST HS	08/07/2023
JOHNSON, ELISABETH M	PREK TEACHER, PIEDMONT	08/15/2023
SODERLUND, GABRIELLE M	MUSIC TEACHER/LAURA MAC/MYERS WILKINS	08/24/2023

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
BLATT, TODD M	GRADE 3 TEACHER/HOMECROFT	08/17/2023

CERTIFIED VOLUNTARY REDUCTION

HARROLD, CARLA L	ENGLISH/DENFELD, 1.0 TO .6, VOLUNTARY REDUCTION	08/29/2023	06/07/2024
HOLLINDAY, GINA M	SOCIAL STUDIES/DENFELD, 1.0 TO .8, VOLUNTARY REDUCTION	08/29/2023	06/07/2024
MACIOCE, MARIA J	ENGLISH/DENFELD, 1.0 TO .6, VOLUNTARY REDUCTION	08/29/2023	06/07/2024
VENUS, JULIE A	SPEC ED TOSA/DW, 1.0 TO .8	08/29/2023	06/07/2024

CERTIFIED OVERLOADS	**POSITION**	**EFFECTIVE DATES**	
BUSH, SHANIA F	PHY ED/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
CUMMINS, JOHANNA M	SPANISH/DENFELD, 1/6 OVERLOAD	08/29/2023	06/07/2024
GIZAS, STACY J	VOC SERVICE OCCUP/DENFELD, 1/6 OVERLOAD	08/29/2023	06/07/2024
GROVER, MELISSA M	ENGLISH SECOND LANGUAGE/DW, .6 TO .8	08/29/2023	06/07/2024
HANSON, DANA K	ENGLISH/FRESHMAN SEMINAR/DENFELD, .9 TO 1.0	08/29/2023	06/07/2024
JONES, GREG L	STAFF DEVELOPMENT/HOCHS, 1/6 OVERLOAD	08/29/2023	06/07/2024
KOLODGE, CAMERON D	BUSINESS EDUCATION/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
KUROSKY, CHERYL M	SCIENCE/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
LAFONTAINE, LAURA J	HEALTH EDUCATION/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
MCDOWELL, JENNIFER E	ENGLISH SECOND LANGUAGE/DW, .6 TO 1.0	08/29/2023	06/07/2024
MOORE, PATRICK W	ENGLISH/ALC, 1/6 OVERLOAD	08/29/2023	06/07/2024
SIMONS, DONALD G	ENG & MFG VOC/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
SUNDAL, JENNIFER S	PRESCHOOL/WASHINGTON CENTER, .75 TO 1.0	08/29/2023	06/07/2024

NON CERT APPOINTMENT	**POSITION**	**EFFECTIVE DATES**
HASKINS, JASMINE R	Production Manager/District Wide, 35/38Wks, $17.75/Hr	08/30/2023
BARONE-ERSPAMER, ASHLEY B	Office Support Specialist Int./Ordean, 40/46Wks, $18.16/Hr,	08/14/2023
BLAZIER, RUTH E	ECSE Paraprofessional/District Wide, 31.25/38WKs, $20.12/Hr, McClarey C. transfer	08/29/2023
BOOTH, EDWARD DB	Sped Para/East, 32.5/38wks, $18.74/Hr, Kvam T.	08/29/2023
BOOTHE, SHARYN K	Nutritional Service Assistant/Lowell, 17.5/38Wks, $13.22/Hr.	08/30/2023
BORGREN, ANDREA M	Nutritional Service Assistant/Lowell, 16.25/38Wks, $13.22/Hr,	08/30/2023
BREMER, VICTORIA R	Office Support Specialist Intermediate/DSC, 40/42wks, $18.16/Hr	8/30/2023
CASILLAS, LAURA E	Sped Student Specific Para/Chester Creek, 31.25/38Wks, $18.89/Hr,	08/29/2023
COMPO, BERAM L	School Bus Driver/Transportation, 25/38Wks, $21.08/Hr.	09/05/2023
DAVEY, TROY R	Bus Helper/Transportation, 25/38Wks, $15.40/Hr, Olesiak G.	08/29/2023
DAVIS, DEBRA A	Nutritional Service Assistant/Lowell, 22.5/38Wks, $13.22/Hr.	08/30/2023
DICKENSON, JULIE K	Nutritional Service Assistant/Denfeld, 23.75/38Wks, $13.22/Hr.	08/29/2023
DIMARCO, ANTHONY D	Sped Para/Denfeld, 32.5/38Wks, $20.12/Hr,	08/29/2023
DUPREE, KRISTY	Sped BW Paraprofessional/Myers-Wilkins, 31.25/38Wks, $18.61/Hr.	08/29/2023
FREDRICKSON, ISAAC J	Sped Paraprofessional/Myers-Wilkins, 31.25/38Wks, $17.77/Hr.	08/29/2023
FREEL, FREDERICK J, II	School Bus Driver II/Transportation, 25/38Wks, $21.08/hr, Geissler, M.	08/29/2023
FREESE, TERA W	ECSE Para/District Wide, 31.25/38Wks, $19.31/Hr, Olson, N. resigned	09/05/2023
GOLDFINE, JASON S	Custodian I/Denfeld, 40/52Wks, $17.52/Hr,	09/05/2023
HOLAPPA, MARY V	Nutritional Service Assistant/ East, 30/38wks, $13.22/hr,	08/30/2023
JAMES, SUSAN M	Sped BW Para/Myers-Wilkins, 31.25/38Wks, $19.56/Hr, Kaczor, T.	08/29/2023
JANEZICH, AISHE E	Sped BW Paraprofessional/East, 32.5/38Wks, $18.61/Hr	08/29/2023
KEDROWSKI, MARK D	Sped LPN Para/Denfeld, 37.5/38Wks, $24.09/Hr.	08/29/2023
KROCHALK, SUSAN L	Sped Student Specific Para/East, 32.5/38Wks, $20.38/Hr,	08/29/2023
LANE, DANIEL E	Custodian I/DSC, 40/52Wks, $17.52/Hr,	08/08/2023
LONGAKER, SCOTT J	Sped BW Paraprofessional/Myers-Wilkins, 31.25/38Wks, $18.61/Hr, Hoder M. retired	08/29/2023
MAKI, MICHAEL A	Dishwasher/Congdon, $13/Hr	09/05/2023
MARUNICH, RENEE M	Paraprofessional/Piedmont, 31.25/38Wks, $18.61/Hr.	08/29/2023
MEAD, LILY I	Sped Paraprofessional/Stowe, 25/38Wks, $17.77/Hr, Cottingham J.	08/29/2023
MEHLE, JESSE R	SPEC Student 22.5/38WKS, 19.72/hr, K.Beck	08/29/2023
NORTHROP, STEPHEN D	Sped Student Specific Para/East, 23.75/38Wks, $20.05/Hr.	08/29/2023
OZMUN, NANCY J	Preschool Paraprofessional/Stowe, 23/38wks, $20.12/hr, Bruce, C.	08/29/2023
PAYNE, LEAH A	Check and Connect Para/Lincoln Park, 36/38Wks, $24.72/Hr, Osuchukwu C.	08/29/2023
PERPICH, CALI M	Preschool Paraprofessional/Piedmont, 23/38Wks, $18.89Hr, Tvedt. C resign	08/29/2023
PETERSON, CHASE P	Sped Student Specific Para/Ordean, 20/38Wks, $19.86/Hr,	09/05/2023
ROE, BREANNA L	Health Assist/LPN Para/District Wide, 32.5/38Wks, $24.35/Hr, Bovard K. resigned	08/29/2023
SALISBURY, HANNAH J	Sped BW Para/Ordean, 32.5/38Wks, $18.74/Hr, Erdahl R. resigned	08/29/2023
SAVRE, ALAN JAMES A	Graphic Arts Tech Tutor Para/East, 40/38Wks, $18.90/Hr, Leonard B. retired	08/29/2023
SCARBROUGH, ALEXIS J	Sped BW Para/Stowe, 31.25/38Wks, $18.61/Hr, Hamlin H. resigned	08/29/2023
SCHULTE, SARAH E	Nutritional Service Assistant/Lincoln Park, 30/38Wks, $13.22/Hr,	08/30/2023
STEINKE, HUNTER M	Sped Paraprofessional/East, 32.5/38Wks, $18.61/Hr, Hillman M. resigned	08/29/2023
STERLING, ROXY L	Nutritional Service Assistant/Denfeld, 18.75/38Wks, $13.22/Hr,	08/30/2023
TAKAHASHI-PETERSON, YOKO	Preschool Paraprofessional/Piedmont, 20/38Wks, $18.61/Hr, Geer, M.	08/29/2023
VICK, AMY LYNN H	Sped Paraprofessiona/Stowe, 31.25/38Wks, $18.74/Hr, Pederson, K resigned	08/29/2023
WIEBER, ALISON M	Sped BW Paraprofessional/East, 32.5/38Wks, $18.89/Hr. Zwak M. transfer	08/29/2023

WITTKOP, JOHN A	Sub Maintanence/DW, 40/52Wks, $15.00/Hr,	08/14/2023
MONROE, SHALON	FAMILY AND COMMUNITY ENGAGEMENT/ADMIN OFFICE, $1070/WK, 52WKS	

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
ALLEN, FRANKLIN P, IV	SPED BW PARA/EAST	08/17/2023
ARNESON, DANIELLE B	SPED SCHOOL NURSE/CONGDON PARK	08/17/2023
BRAUN, GARY R	SPED PROG PARA/EAST	11/03/2023
EADES, JOSHUA J	PRE K PROG PARA/PIEDMONT	08/07/2023
FRANCISCO, MEGAN A	SPED LPN PARA/LESTER PARK	08/22/2023
HALVORSON, LAURA M	SPED BW PARA/MYERS-WILKINS	08/31/2023
HOFFMAN, CLAIRE E	COMMUNITY EDUCATION COORD/LINCOLN PARK MS	09/06/2023
HURSEY, KEITH A	SPED PROG PARA/DENFELD	08/07/2023
JOHNSON, JENNIFER N	SCHOOL BUS DRIVER II/TRANSPORTATION	07/27/2023
KILGOUR, SARAH G	TECH TUTOR PARA/EAST HS	08/17/2023
LIND, JULIE A	HEALTH ASSISTANT LPN PARA/LINCOLN PARK MS	08/16/2023
NORTHROP, STEPHEN D	SPED CHILD SPEC SETTING III/EAST HS	09/01/2023
ROURKE, RILEY A	SPED CHILD SPECIFIC PARA/MERRITT CREEK ACADEMY	08/23/2023
SEPP, ANGELA F	SPED BUSINESS MANAGER/DSC	09/01/2023
SZUKIS, KIRK TW	SPED PROG PARA/DENFELD	08/18/2023
TADEVICH, GERALD M	BUS DRIVER II/TRANSPORTATION	08/28/2023
WATCZAK, JAMES F	CHILD NUTRITION SERVICE ASSISTANT/LOWELL	09/28/2023
ZANTEK, WENDY J	BUS HELPER/DW	08/22/2023

NON-CERT RETIREMENT	POSITION	EFFECTIVE DATES
RAPP, GEORGENE S	OFFICE SUPPORT SPECIALIST/DENFELD	9/15/2023

NON-CERT TERMINATION	POSITION	EFFECTIVE DATES
WILLIAMS, TRAVIS W	SCHOOL CUSTODIAN I/CONGDON	8/18/2023
LEDOUX, KIMBERLY	BUSINESS MGR/FACILITIES	9/15/2023

STIPENDS	POSITION	EFFECTIVE DATES	
AMUNDSON, JENNA M	ELEM SOCIAL STUDIES CONTENT SPECIALIST/DW, $2,500.00	8/29/2023	6/7/2024
BANGSUND, EDWINAE J	ASSESS TEST COORD STIPEND/ARROWHEAD ACADEMY, $1,500.00	8/29/2023	6/7/2024
BOYNTON, CHRISTINA A	ELEM ART COMMITTEE LEAD/DW, $2,500.00	8/29/2023	6/7/2024
DRENGLER, ERIKA E	ELEM PHY ED CONTENT SPECIALIST/DW, $2,500.00	8/29/2023	6/7/2024
GARLAND, KENNETH T	ELEM MUSIC COMMITTEE LEAD/DW, $2,500.00	8/29/2023	6/7/2024
GREENE, KATIE J	ELEM SCIENCE CONTENT SPECIALIST/DW, $2,500.00	8/29/2023	6/7/2024
GRIMSBY, JONATHAN C	SECONDARY MUSIC COMMITTEE LEAD/DW, $2,500.00	8/29/2023	6/7/2024

ISD 709 Duluth Public Schools

TITLE: Educational Technology and Innovation Coordinator

Title of Immediate Supervisor: Director of Teaching, Learning and Equity	**Department:** Teaching, Learning and Equity	**FLSA Status**: Exempt
Accountable For (Job Titles): Digital Innovation Specialists		**Pay Grade Assignment**: Duluth District-Wide Instructional Administrators' Association,

General Summary or Purpose Of Job:

Provides leadership administration, and supervision of the District's Technical and Digital Innovation Programs and staff. The Educational Technology and Innovation Coordinator develops, supports, and maintains the effective implementation of digital tools for faculty, staff, and students. The Educational Technology and Innovation Coordinator provides strategic leadership, direction, and coordination of instructional technology to support the success of all students.

DUTY NO.	**ESSENTIAL DUTIES:** (These duties are a representative sample; position assignments may vary.)
1.	Establish, maintain, and evaluate programs that will enhance the appropriate use of technology for learning, collaboration, and productivity for students and faculty/staff.
2.	Plan, organize, coordinate, and evaluates technology services that support instructional programs;
3.	Serve as a resource to teachers and administrators to enhance instructional technology in the classroom;
4.	Provide appropriate staff development and training;
5.	Assist the district and its schools in building the district's capacity to effectively use and integrate instructional technology into teaching and learning;
6.	Provide resources and training so that both students and teachers become independent users of technology to support and enhance student learning;
7.	Maintain and coordinate the use of multimedia and innovation labs;
8.	Provide tech support to teachers and troubleshoot IT issues when necessary;
9.	Assess the technology training needs of the instructional staff and deliver appropriate training on hardware, software and internet usages as well as methods and instructional strategies of integrating technology into the curriculum;
10.	Assess the technology training needs of the building administrators and deliver appropriate training on hardware, software and internet usages to enhance technology leadership skills;
11.	Responsible for the supervision and evaluation of Digital Innovation staff, working with site administrators for input;
12.	Work with teachers to integrate the use of Smart Boards and other technology tools in the classroom.

13.	Design, develop, and deliver on-line training to faculty and staff in the use of instructional technologies and educational best practices, instructional resources, instructional technologies and multimedia hardware/software to support teaching and learning;
14.	Train and support staff in technology platforms essential to teaching and learning;
15.	Serve on the technology leadership team to plan the development and implementation of the district technology plan which includes E- Learning and the District's Strategic plan as it pertains to Technology;
16.	Work with the Director of Teaching and Learning to develop faculty training programs and lead professional development;
17.	Responsible for the oversight of student on-line activity throughout the year including training and supporting site administrators and select staff on the mandatory software such as Linewise and SysCloud;
18.	Provide oversight and management of curricular resources and third party software for learning management systems (LMS);
19.	Manage the yearly COPPA compliance and Blended Learning forms;
20.	Serve as the primary contact for technology and curriculum for Teaching Learning and Equity;
21.	Other duties as assigned that relate to work being conducted by the Teaching, Learning and Equity department;

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

- Bachelor's degree from an accredited college or university.
- Five years of significant, directly related, and successful experience in the field of educational technology. Classroom teacher experience working with educational technology is considered related experience.
- Previous experience in curriculum development, coaching, facilitating and presenting to other classroom teachers.

Preferred Qualifications:

Teaching Credential
Prior teaching experience in an educational technology capacity is strongly preferred, as is experience working with K-12 students

Knowledge Requirements:

Requires knowledge of:

- Technology and computer software applications/digital tools relative to instruction.
- Available and emerging technologies especially regarding mobile technologies and personal devices.
- Current applicable laws, codes, regulations, policies, and procedures.
- School district organization, operations, policies, and procedures.
- Facilitating committees to identify needs, develop goals, and create and monitor action

plans.
- Working collaboratively with interoffice and interagency staff to achieve common goals.
- Or willingness to learn Minnesota standards for all content areas.
- Learning Management Systems (Canvas and Seesaw)

Skill Requirements:
Skilled in:

- Evaluating a variety of instructional technology programs to ascertain appropriateness, validity, effectiveness, and uses.
- Planning, coordinating, scheduling, and administering resources to support instructional technology programs that have been adopted for use in the classroom.
- Developing or designing plans to monitor and assess the effectiveness of instructional technology in the classroom.
- Planning, coordinating, scheduling, and administering academic curriculum via technology for use in the classroom.
- Planning, collaborating, coordinating, and facilitating a variety of meetings, workshops, trainings, and conferences that are relevant to instructional technology.
- Selecting, training, supervising, monitoring, and evaluating personnel as appropriate.
- Problem solving instructional technology issues that are pertinent to classroom instruction.
- Communicating effectively, both orally and in writing.
- Understanding and be sensitive to those of culturally and linguistically diverse backgrounds.
- Understanding and communicating the privacy and security needs within educational technology (example: Children's Online Privacy Protection (COPPA), Children's Internet Protection Act (CIPA), Family Educational Rights and Privacy Act (FERPA), etc.
- Demonstrating strong interpersonal skills using tact, patience and courtesy.
- Establishing and maintaining cooperative relationships with school personnel, vendors, co-workers and the public.
- Organizing work, programs and activities to meet schedules, timelines and deadlines.
- Maintaining accurate, up-to-date, and organized record-keeping.
- Planning and organizing meetings, presentations and the ability to present "best practices" data and research.
- Ability to establish priorities, work independently, and proceed with objectives without supervision.
- Resource management to maintain, allocate, adjust and procure resources.

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

Employee is required to:	**Never**	**1-33% Occasionally**	**34-66% Frequently**	**66-100% Continuously**
Stand			√	
Walk		√		
Sit		√		
Use hands dexterously (use fingers to handle, feel)			√	

Reach with hands and arms		√		
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:	Up to 10 lbs.			√	
	Up to 25 lbs.		√		
	Up to 50 lbs.	√			
	Up to 100 lbs.	√			
	More than 100 lbs.	√			

General Environmental Conditions:

General Physical Conditions:

Work can be generally characterized as:

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

Vision Requirements: Check box if relevant	Yes	No
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

Job Classification History:
Revised 7/12/2019

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
September 12, 2023 Committee Meeting

9/7/2023

REVENUES	23-24 CURRENT YEAR ADOPTED BUDGET		23-24 CURRENT YEAR REVISED B	23-24 RECEIVED TO YEAR TO DATE	23-24 RECEIVED ENCUMBERED		23-24 BUDGET BALANCE
	FUND	Jul-23	JULY 23 -24	July - Aug	July - Aug		July - Aug
General	1	$126,200,922.80	$126,270,793.80	$21,159,995.47			$105,110,798.33
Food Service	2	$4,039,200.00	$4,039,200.00	$158,340.03	$1,066.65		$3,881,926.62
Transportation	3	$7,020,941.12	$7,020,941.12	$693,407.81			$6,327,533.31
Community Ed	4	$8,495,545.00	$8,495,545.00	$560,217.92	$ -		$7,935,327.08
Operating Captial	5	$2,742,547.00	$2,742,547.00	$193,244.49	$ -		$2,549,302.51
Building Construction	6	$ -	$ -	$ -			$ -
Debt Service Fund	7	$23,647,223.00	$23,647,223.00	$888,427.87	$ -		$22,758,795.13
Trust Fund	8	$276,100.00	$276,100.00				$276,100.00
Dental Insurance Fund	20	$950,000.00	$950,000.00	$96,309.60	$ -		$853,690.40
Student Acitivity	79	$58,406.00	$58,406.00	$20.00	$322.00		$58,708.00
REVENUE	**TOTALS:**	**$173,430,884.92**	**$173,500,755.92**	**$23,749,963.19**	**$1,388.65**	**$ -**	**$149,752,181.38**

EXPENSES	23-24 CURRENT YEAR ADOPTED BUDGET		23-24 CURRENT YEAR REVISED B	23-24 EXPENSES TO YEAR TO DATE	23-24 EXPENSES ENCUMBERED		23-24 BUDGET BALANCE
	FUND	Jul-23	JULY 23-24	July - Aug	July - Aug		July - Aug
General	1	$120,283,293.86	$121,080,152.46	$9,407,591.87	$4,172,770.60		$107,499,789.99
Food Service	2	$4,012,876.00	$4,012,876.00	$166,084.18	$2,673,543.13		$1,173,248.69
Transportation	3	$6,268,632.76	$6,749,632.76	$367,089.11	$579,794.07		$5,802,749.58
Community Ed	4	$7,630,865.00	$7,630,865.00	$578,360.87	$36,879.63		$7,015,624.50
Operating Captial	5	$7,999,619.25	$7,999,619.25	$1,862,491.29	$333,505.48		$5,803,622.48
Building Construction	6	$ -	$ -	$984,591.85	$92,616.12		-$1,077,207.97
Debt Service Fund	7	$23,640,000.00	$23,640,000.00	$2,254,587.45	$ -		$21,385,412.55
Trust Fund	8	$253,750.00	$253,750.00	$ -			$253,750.00
Dental Insurance Fund	20	$915,000.00	$915,000.00	$169,115.09	$87,273.38		$658,611.53
Student Acitivity	79	$306,948.00	$306,948.00	$4,257.22	$5,587.68		$297,103.10
EXPENSE	**TOTALS**	**$171,310,984.87**	**$172,588,843.47**	**$15,794,168.93**	**$7,981,970.09**	**$ -**	**$148,812,704.45**

Fin 160 ESSER III	Expenses
Program 030 Asst Supt	$ -
Program 110 Admin	$ -
Program 108 Tech	$ -
Program 203 Elem	$ -
Program 211 Secondary	$ -
Program 640 Staff Dev	$ -
Program 805 Operations	$ -
Program 760 Transportation	$ -
Program 740 Pupil Engage	$ -

Fund 06 Build constructio	Expenses
debt serv payment/prof serv course 000/000	
admin owner pymnt course 800	
admin design serv course 801	
admin constru mngmt course 802	
admin commissions course 803	
interior surf constr costs course 804	
admin site services 805	
long term lease 806	
	$ -

	Ex Curricular		Fund 01
Program 298		Revenue	$42,597.76
Program 298		Expense	$22,075.98

Fundraisers Reported
August 2023

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld HS	Denfeld Football	$11,200.00	Discount Cards
Denfeld HS	All Denfeld Athletics and activities are welcome to participate	$10,000.00	Oktoberfest - Kern and Kompany would like to help all Denfeld clubs & activities earn money by volunteering that the event taking place September 13-17. All clubs and activities are welcome to volunteer to earn money for their respective club or activity.

CONTRACT FOR STUDENT NURSING SERVICES
PERTAINING TO WENDELL S-S. #260-304

This AGREEMENT is made and entered into this 21st day of August 2023, by **BAYADA Home Health Care, Inc.**, with a service office located at 742 1st Street South, Waite Park, MN 56387 (hereinafter referred to as **BAYADA**) and **Lester Park Elementary School** located at 5300 Glenwood St., Duluth, Minnesota 55804, (hereinafter referred to as **SCHOOL**).

BAYADA is a Home Care Agency, licensed to provide services in the states where care is rendered, and **SCHOOL** has identified a need for **STUDENT** nursing care of its student, **WENDELL S-S. #260-304** (hereinafter referred to as **STUDENT**).

WHEREAS it is the desire of both parties to make provision for nursing services, to include any setting where student is receiving educational services, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **BAYADA** and **SCHOOL** agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF BAYADA

A. Qualifications of Personnel. The Nurse supplied by **BAYADA** will be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who will hold a current license, registration or certification as requested by the **SCHOOL** and will provide services pursuant to the applicable state laws.

B. Personnel Records Inspection. **BAYADA** will make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurses who are caring for **STUDENT**. The contents of such file must include:

1. Verification of current licensure or certification as applicable; and
2. Completed application for employment or resume; and
3. Verified references; and
4. Evidence of annual performance evaluation; and
5. A criminal record check, conducted upon hire, if required by state law; and
6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
7. Completed and Verified Sexual Misconduct/Child Abuse Disclosure forms.
8. Attestation of employee vaccination or exemption status where applicable.

C. Service. **BAYADA** will provide an RN or LPN to care for **STUDENT** each day that said student attends school. Nursing services will be provided subject to the availability of a qualified nurse. The services to be provided may include escorting **STUDENT** to and from **SCHOOL** on the school transport and providing care to **STUDENT** during the school day. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the school calendar including all scheduled days off.

1. **BAYADA** RN Clinical Manager will be responsible for initial and ongoing assessment of **STUDENTS** clinical needs while attending school. Responsibilities include:
   a. Will work with physician to develop a Plan of Care ("POC") and update the plan per **BAYADA** policy.

b. Will conduct supervisory visits to monitor employees and confirm the efficacy of the Plan of Care.
c. Will collaborate with school nurse and teachers as needed to ensure best possible experience for the **STUDENT.**
d. Be ultimately responsible for the **STUDENT's** clinical care under this Agreement.

D. Place of Performance. **BAYADA** will provide services primarily at schools located within the **SCHOOL**'s district to include any setting where student is receiving educational services, in accordance with the terms of this Agreement. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.

E. Insurance.

1. **BAYADA** will maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees, which may give rise to liability under this Agreement.

2. **BAYADA** will maintain Workers' Compensation insurance for its employees providing services to **STUDENT**.

F. Indemnification. **BAYADA** agrees to indemnify and hold **SCHOOL** harmless with respect to all claims and expenses arising out of, or resulting from, the sole negligence or omission of **BAYADA** or its employees or agents while on assignment to **SCHOOL**.

G. Equipment and Supplies. **BAYADA** will supply **BAYADA** employee with all Personal Protective Equipment (PPE).

H. Payment of Personnel. **BAYADA**, as an employer, will remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

II. RESPONSIBILITIES OF SCHOOL

A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.

B. Orientation to the school environment. nurses' station; emergency equipment, administrative office, and school geography.

C. Transport Safety: (If applicable) **SCHOOL** is responsible for ensuring **STUDENT** transport vehicle is safe and **STUDENT** is properly secured in transport vehicle equipment.

D. Insurance.

1. **SCHOOL** shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.

2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.

C. Indemnification. **SCHOOL** agrees to indemnify, defend, and hold **BAYADA** harmless with respect to all claims and expenses arising from, relating to, or resulting from (1) any act or omission of **SCHOOL** or its employees or agents in connection with the performance of this Agreement, (2) those acts of **BAYADA** employees while working under the direction of **SCHOOL**, its staff or its policies or procedures, or (3) any exposure to the COVID 19 virus except when the sole cause was from a **BAYADA** specific confirmed exposure.

D. Equipment and Supplies. **SCHOOL** will supply **BAYADA**'s RN/LPN with all necessary equipment, tools, materials and supplies necessary to perform services under this Agreement.

E. Employment Status. **SCHOOL** understands and agrees that the RN/LPN is an employee of **BAYADA,** and **SCHOOL** will not attempt to solicit the RN/LPN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or $10,000.00 whichever is greater. This fee shall apply to any **BAYADA** employee **SCHOOL** wishes to hire.

F. Compliance Program. **BAYADA** values honesty and confidentiality in all business interactions. **SCHOOL** agrees to report questionable activities involving **BAYADA**'s employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

III. BILLING AND COMPENSATION

A. **SCHOOL** agrees to compensate **BAYADA** at a rate of $70.00/hour for RN or $60.00/hour for LPN services provided under this Agreement. The maximum budget for this contract will not exceed $112,000. **SCHOOL** will also pay for all time the **BAYADA** employee spends transporting the client to and from **SCHOOL**. **SCHOOL** must provide **BAYADA** with a twenty-four (24) hour cancellation notice or will be subject to charges for services requested.

B. **BAYADA** will forward to **SCHOOL** an itemized bill on a weekly basis. Each weekly bill will itemize the name of the **BAYADA** employee providing care, the date of service, the type and length of service provided.

C. **SCHOOL** agrees to pay submitted bills within sixty (60) days of receipt. Any bill not paid within the sixty (60) day period will be considered delinquent. **BAYADA** reserves the right to pursue any collection remedies to resolve a delinquent account. **SCHOOL** agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses.

IV. TERM AND TERMINATION

A. This Agreement will come into effect beginning on **August 31, 2023** and will remain in effect through **June 30, 2024**. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.

B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. If less than thirty (30) day advance notice of cancellation is given, a service charge of fourteen (14) days will be incurred.

C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:

1. Dissolution or bankruptcy of either **BAYADA** or **SCHOOL**.

2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.

3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.

V. ADDITIONAL TERMS

A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of Minnesota.

B. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.

C. Assignment. This Agreement may not be assigned by either party, in whole or in part.

D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.

E. Notices. Any Notice given in connection with this Agreement will be given in writing to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.

F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.

G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the

same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

Date: 08.30.2023

Heather Scherping
Director

Signing with authority for
BAYADA Home Health Care, Inc.

Date: 08.31.2023

Simone Zunich, Executive Director, Business Services for Duluth Public Schools
Signing with authority for
Lester Park Elementary School

Jill Lofald, Board Chair

Soliant®

ADDENDUM A
Terms of Teleservices Assignment

PID: __

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details
Soliant Health, LLC will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant Health, LLC for the hours worked by Telepractitioner under the following terms:

Telepractitioner:	Barbara Brigham		
Client:	Duluth Public Schools ISD 709		
Assignment Start Date:	08/14/2023	**Assignment End Date:**	06/07/2024
Position:	Tele - DHH		
Hours per Week:	40.00		
Bill Rate per Hour	$98.00	*Bill Rate is all-inclusive[a]*	
Technology Fee:	$0.00		
	One VocoVision station per full time position at no cost. Additional stations can be provided with a $1,000 per unit refundable deposit and $200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.		
Miscellaneous:	__		

a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant Health or VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant Health upon start date.

c) Client agrees to approve Telepractioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Telepractioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant Health in writing within three (3) business days of alleged failure. Client's failure to notify Soliant Health in writing within three (3) days period shall negate any Client invoicing dispute.

By: 324162 - Duluth Public Schools ISD 709
Print Name: John Mas
Title: __
Date: __

Jill Lofald, Board Chair

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

(a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).

(b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.

(c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.

(d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.

(e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed $1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

By: 324162 - Duluth Public Schools ISD 709
Print Name: __
Title: __
Date: __

Expenditure Contracts Signed
August 2023

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

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

**** Contract is paid via monies from:**
DR = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)
DU = Department Unrestricted (General Fund)
G = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)
SAF = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	**Amount***	**Contract Source****	**Description**
Instructure	$3,000.00*	TLE (DU)	SIS conversion for Canvas LMS educational software
Lake Superior College	$3,000.00 per course, per teacher	TLE (DU)	College in the Schools agreement for FY24
Brent Wetzel	$250.00*	TLE (DR)	Training for staff development day 8/29/23 at Denfeld HS
Natalie Davison	$350.00*	TLE (DR)	Training for staff development day 8/29/23 at Denfeld HS
Involta	$37,778.60	Technology (DR)	Fiber Pair Cross Connect
University of Minnesota	$4,404.00*	Assessment & Evaluation (DR)	Set of Implementing with Fidelity Check & Connect Manual and 2nd edition Mentor Participant Guide
Wallis Speech Services LLC	$600.00*	Special Services (DR)	Fluency/stuttering presentation for speech language pathologists staff development
Udac, Inc.	$1,155.00*	Special Services (DR)	Instruction on career skills, business tours and information to advance informed decisions on employment after High School
Mary Ann Marchel	$5,000.00*	Early Childhood (DU)	Provide group facilitation services for ISD 709 Duluth Early Childhood Family Education Program

Gwen Stabe	$3,800.00*	Early Childhood (DR)	Assisting the Head Start enrollment process, Child Plus enrollment, working with and training current staff on Head Start enrollment procedures
Jen Prachar	$10,000.00*	Early Childhood (DR)	Head Start Nutritionist/Dietitian
Secret Forest Playschool	$3,650.00*	ECSE (DU)	Agency will provide services to meet the needs documented in a student's IEP
Secret Forest Playschool	$3,650.00*	ECSE (DU)	Agency will provide services to meet the needs documented in a student's IEP
Secret Forest Playschool	$3,650.00*	ECSE (DU)	Agency will provide services to meet the needs documented in a student's IEP
Cal Metts	$1,400.00	Denfeld HS (DU)	Denfeld High School Theater Camp

INSTRUCTURE

Services Order Form

Order #: Q-333378-1
Date: 2023-08-30
Offer Valid Through: 2023-09-30

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Duluth Public School ISD 709

Address:	4316 Rice Lake Road, Suite 103
City:	DULUTH
State/Province:	Minnesota
Zip/Postal Code:	55811
Country:	United States

Order Information

Billing Frequency:	Annual Upfront
Payment Terms:	Net 30

Billing Contact

Name: Accounts Payable
Email: ap.vendor@isd709.org
Phone: 218-336-8704

Primary Contact

Name: Jennifer Larva
Email: jennifer.larva@isd709.org
Phone: +1 218 336 8700

Billing Frequency Term:
Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
SIS Conversion			Per Each	1	USD 3,000.00	USD 3,000.00
Non-Recurring Sub-Total						USD 3,000.00
Year 1 Total						USD 3,000.00
					Grand Total:	USD 3,000.00

Professional Services	Description	Expiration	Qty
SIS Conversion	Our implementation consultants will help you convert or remap your SIS integration with Canvas LMS. We provide the following: *Project management *Disabling existing integration (if applicable) *Configuring a new Integration *Ensuring users don't lose access to existing content, either through a remap of user IDs in Canvas LMS or by customizing the new integration to match existing Canvas LMS user IDs. *Remapping Sub-account IDs, if applicable Note: User ID remap is our best effort based on all users coming through at the time of remap and may not capture all existing users in Canvas LMS. After remap goes to production, future mismatched user issues will be addressed by Support via the support process. SIS Conversion excludes the following services, which require a separate hourly consulting agreement: *Section and course remapping to match new integration. **Remapping sections and courses may not be possible, depending on what values are currently being used for provisioning courses/sections into Canvas LMS. **If this remapping cannot be performed, teachers may have duplicate enrollments during a school year period. *Custom mappings for non-teacher/non-student users and other objects beyond our default integration templates, including but not limited to: **One-to-many mappings for SIS and/or Canvas LMS objects **Parent/Observer integration **Filtering based on object data (e.g., only import courses that don't have a course code that ends in "x").	12 Months	1 ~~250~~

Metrics and Descriptions:

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
Canvas & Catalog: https://www.instructure.com/canvas/support-terms
Portfolium: https://portfolium.com/support-terms
MasteryConnect: https://www.masteryconnect.com/support/

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Terms and Conditions
This Order Form shall be governed by the Master Terms and Conditions which can be found here:
https://www.instructure.com/policies/master-terms-and-conditions

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: https://www.instructure.com/policies/data-processing

Any requests to change service deliverables as defined on the order form may incur a fee of ten percent (10%) of the remaining fees for the service.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax :
Please Enter (Yes or No):	*Please email all US state sales tax exemption certifications to ar@instructure.com*
If yes, please enter PO Number:	

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Duluth Public School ISD 709

Signature:	Simone Zurich
Name:	Simone Zurich
Title:	Exec. Dir. Finance, Business
Date:	9/5/23

Instructure, Inc.

Signature:	
Name:	
Title:	
Date:	

DocuSign Envelope ID: 53666D09-A4E6-43C8-AD58-076943879D0F

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

CONCURRENT ENROLLMENT CONTRACT

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

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

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

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

NOW, THEREFORE, it is agreed:

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

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

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

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

High School Instructors, Administrators, and Staff shall:

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

3. CONSIDERATION AND TERMS OF PAYMENT.

a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars ($3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars ($3,000.00) per teacher. The billing date for courses is October 30, 2023 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).
There is no cost to the student.

b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses by October 31, 2023 with payment by DISTRICT due 30 days later.

4. TERM OF CONTRACT. This contract shall be effective on ***July 1, 2023*, or upon the date that the final required signature is obtained by MINNESOTA STATE,** whichever occurs later, and shall

remain in effect until ***June 30, 2024*** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

5. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. AUTHORIZED REPRESENTATIVES.

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

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

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

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

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

7. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

8. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

10. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract.

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

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

14. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

15. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

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

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

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature) DocuSigned by: Linda Kingston 58FEFB02A317472...	
Title	VP Academic and Student Affairs
Date	8/23/2023 | 1:46:25 PM CDT

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

By (authorized signature) DocuSigned by: Simone Bunich 642B3201FC46467...	
Title	Exec. Dir. of Finance and Business Services
Date	8/23/2023 | 1:51:54 PM CDT

By (authorized signature)	
Title	
Date	

3. AS TO FORM AND EXECUTION: Lake Superior College

By (authorized college/university/system office initiating agreement) DocuSigned by: Michelle Plumerton 741C1C62BFE4D7...	
Title	Accounting Officer Sr.
Date	8/24/2023 | 7:52:56 AM CDT

DocuSign Envelope ID: 53666D09-A4E6-43C8-AD58-076943879D0F

Attachment A - 2023-2024 LSC CITS COURSES **Cost: $24,000.00**

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

AEO	MATH 1150	Pre-Calculus	4	Jenny Ahern	AY
Denfeld & East	ALTH 1400**	Introduction to Allied Health	2	Kimberly Olson	Fall
Denfeld & East	ALTH 1410**	Medical Terminology	1	Kimberly Olson	Fall
Denfeld & East	NUNA 1400	Nursing Assistant	3	Kimberly Olson	Spring
Denfeld	ART 1138	Ceramics I	3	TBD	Semester
Denfeld	MATH 1150	Pre-Calculus	4	Tim White	AY
East	ART 1138	Ceramics I	3	James Carlson	Semester
East	MATH 1150	Pre-Calculus	4	Bill Garnett	AY
East	BIOL 1005**	Introduction to Cell Biology	1	James Kyes	AY
East	BIOL 1140**	Human Anatomy & Physiology I	4	James Kyes	AY

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

Duluth Public Schools

District Name	Duluth Public Schools
District Number	#709
District Contact	Joan Lancour
District Contact Email	joan.lancour@isd709.org
AEO CITS Contact	Paula Williams
AEO CITS Contact Email	paula.williams@isd709.org
AEO Principal	Nathan Glocke
AEO Principal Email	Nathan.glocke@isd709.org
East CITS Contact	Jamie Savre
East CITS Contact Email	Jamie.savre@isd709.org
East Principal	Danette Seboe
East Principal Email	danette.seboe@isd709.org
Denfeld CITS Contact	Leah Hamm-Digatono
Denfeld CITS Contact Email	leah.hamm-digatono@isd709.org
Denfeld Principal	Tom Tusken
Denfeld Principal Email	Thomas.tusken@isd709.org
Curriculum & Instruction	Jennifer Larva
Curriculum & Instruction Email	jennifer.larva@isd709.org
Superintendent	John Magas
Superintendent Email	superintendent@isd709.org

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of July, by and between Independent School District #709, a public corporation, hereinafter called District, and Brent Wetzel, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.**
This Agreement shall be deemed to be effective as of July 18, 2023, and shall remain in effect until August 29, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**
Contractor will provide training for District Staff as a Staff Development Day opportunity on August 29, 2023 at Denfeld High School. This opportunity will be for three (3) presentations, 50 minutes each, groups to include: paraprofessional staff. The area covered will be *Flurning - Incorporating Play into Learning*.

The schedule for the day is as follows:
Breakout #1 - 12:30 - 1:25 pm
Breakout #2 - 1:35 - 2:30 pm
Breakout #3 - 2:45 - 3:35 pm

3. **Reimbursement.**
In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed $250 (two hundred fifty and 00/100) for all three presentations. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.**
Contractor must submit billing within 14 days of the Staff Development Day and will be paid within 30 days of receiving the invoice.

5. **Propriety of Expenses.**
The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves

the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Relationship.**
It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.**
All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of: Joan Lancour, Executive Assistant for Directors of Curriculum and Instruction, Director of Curriculum and Instruction, ISD 709, Duluth Public Schools, 709 Portia Johnson Road, Duluth, MN 55811. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: _____

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

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

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

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

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

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

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

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

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

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

Brent Wetzel — [redacted] — 8/8/23

Brent Wetzel, Contractor Signature | SSN/Tax Identification Number | Date

Anthony Bonds — 8/9/23

Anthony Bonds, Assistant Superintendent | Date

Lorraine Zmuda — 8/10/23

Director of Business Services/Superintendent of Schools | Date

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

Contractor Signature - Brent Wentzel SSN/Tax ID Number Date

Program Director - Anthony Bonds 8/9/23
Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

_____ Check if the contract will be paid using Student Activity Funds

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 8/10/23
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st Day of August by and between Independent School District #709, a public corporation, hereinafter called District, and Natalie Davison, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.**
This Agreement shall be deemed to be effective as of August 29, 2023, and shall remain in effect until August 29, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**
Contractor will provide training for Paraprofessionals and Certified Staff Development Day opportunities on August 29, 2023 at Denfeld High School. The performance will include three (3) 50 minute sessions with the emphasis on teaching techniques to paraprofessionals on eating and exercise techniques to take back to the classroom The sessions will be titled: "Applying Fitness & Nutrition into Your Everyday Life".

Block #1 12:30 pm - 1:25 pm
Block #2 1:35 pm - 2:30 pm
Block #3 2:45 pm - 3:35 pm

This session will be limited to twelve participants at each session. The contractor will provide all necessary equipment for the participants, including handouts.

3. **Reimbursement.**
In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed $250 (two hundred and fifty dollars and 00/100). Mileage reimbursement will be for $100.

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

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

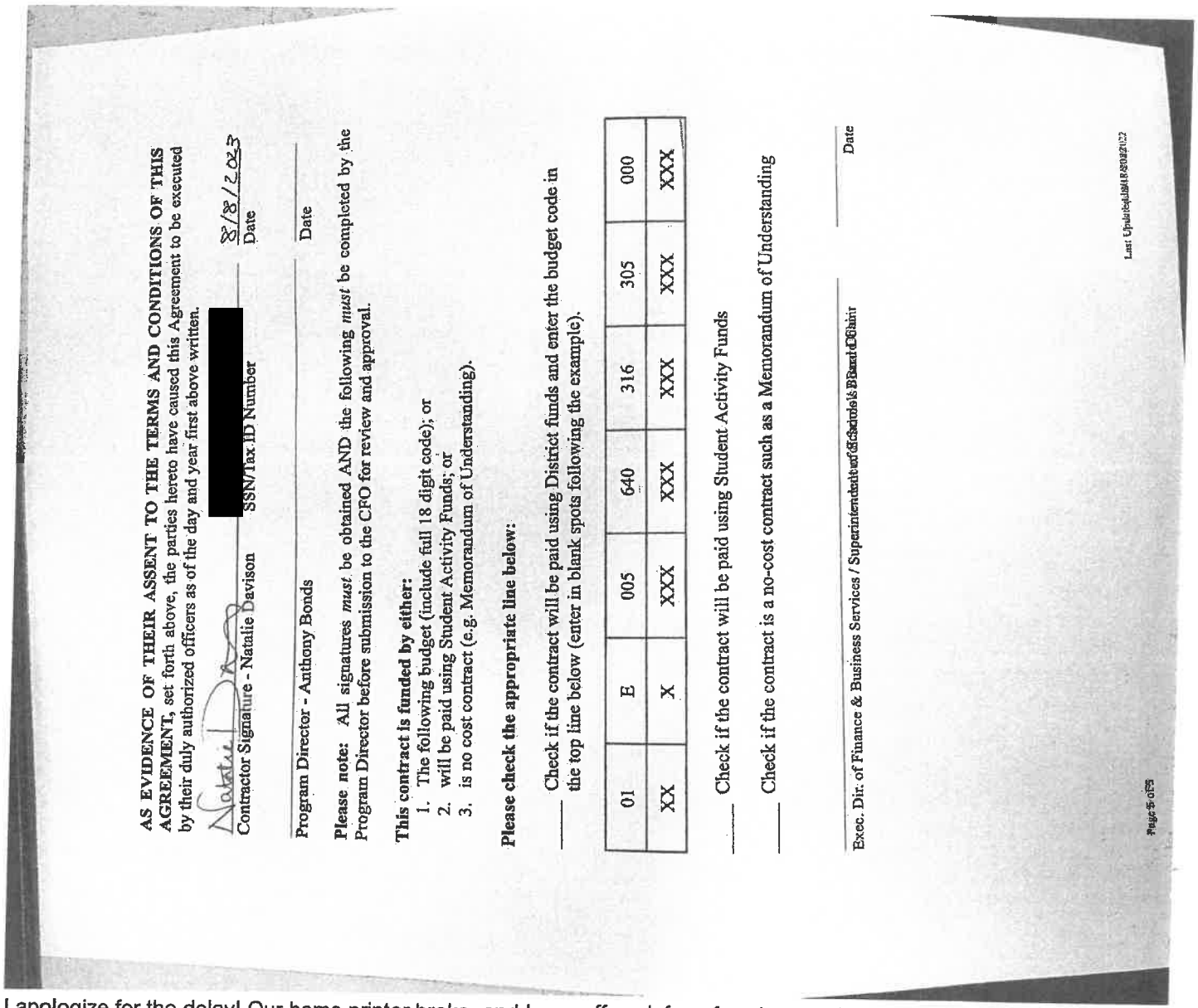
Duluth Public Schools
Every Student. Every Day.

Joan Lancour <joan.lancour@isd709.org>

Contract

Natalie Davison <resilientfitness23@gmail.com>
To: Joan Lancour <joan.lancour@isd709.org>

Tue, Aug 8, 2023 at 12:41 PM



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

Natalie Davison — [redacted] — 8/8/2023
Contractor Signature - Natalie Davison — SSN/Tax ID Number — Date

Program Director - Anthony Bonds — Date

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

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

Please check the appropriate line below:

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

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

____ Check if the contract will be paid using Student Activity Funds

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

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

Last Updated 8/8/2023

Page 5 of 5

I apologize for the delay! Our home printer broke, and I was off work for a few days, so I didn't have a way to print it, sign, and scan it.

Thank you!
Natalie

[Quoted text hidden]

[Quoted text hidden]
Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

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Looking forward to helping you achieve your goals,

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

Contractor Signature - Natalie Davison SSN/Tax ID Number Date

Anthony Bonds 8/9/23

Program Director - Anthony Bonds Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

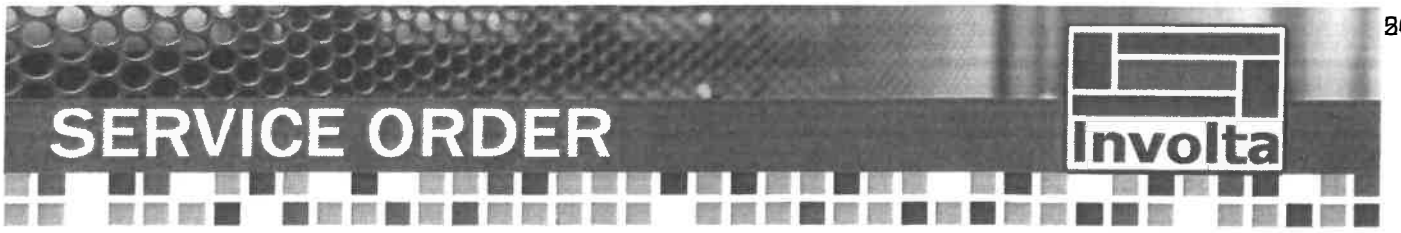
01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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

Erinne Zmich 8/10/23

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



rated basis for services not rendered. If either party is in default of payment or breach of Agreement as provided in the MSA, then the provisions of the MSA will apply.

V. INVOICING; PAYMENT TERMS:

A. *Invoicing.* Except as expressly provided Section II above, Involta shall invoice Client as follows:

i. Monthly Recurring Charges shall be invoiced beginning immediately after the Service Start Date;
ii. Non-Recurring Charges shall be invoiced upon Effective Date, except as provided in Section V.A.iv below;
iii. Hardware shall be invoiced when shipped; and
iv. In the event that Involta reasonably determines that any Service availability is delayed due to Client failure or refusal to deliver information or cooperation reasonably requested by Involta, then the Monthly Recurring Charges for such Services will be invoiced, accrue and be due and owing, five (5) calendar days after the second written request for such information or cooperation.

B. *Payment Terms.* Client shall pay all Monthly Recurring Charges monthly in advance, within *fifteen (15)* days after the date on each invoice, for each Service, from the Services Start Date through the end of Term. Client shall pay all other fees and charges within *fifteen (15)* days after the date on each billing. All taxes and governmental fees and charges, if applicable, are not included in the above referenced pricing.

VI. TERMS & CONDITIONS:

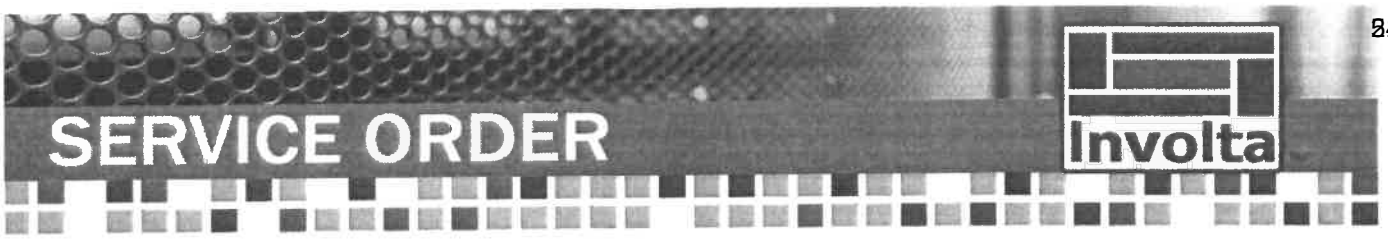
A. This Service Order is incorporated into and made a part of the MSA referenced above and any TC Schedule applicable to the Services listed above.

B. Product Codes in the table above under the heading of Services are defined in Service Descriptions. The provisions of each of the Service Descriptions attached as an Exhibit or Exhibits to this Service Order and, in addition to the attached Exhibit or Exhibits, if any, the Service Descriptions found at http://sd.involta.com, all of which include additional information on the Product Codes listed above, are incorporated here by this reference.

C. Any number of hours set forth above in the SERVICES section under the QTY heading are an estimate only, based on the information provided to Involta by Client as of the effective data of this Service Order. In the event information charges, or new information becomes available, the estimate of hours may not be sufficient to complete the applicable project. Notwithstanding anything to the contrary herein, Client agrees to pay Involta for the actual hours expended by Involta in performance of the Services.

VII. SUPPLEMENTAL SERVICES:

A. Involta will provide services outside the scope of this Service Order on a time plus materials and expenses basis (a) when requested and authorized by the Authorized Client Representative during Normal Business Hours (defined below); and/or (b) when requested and authorized by any agent of Client outside Normal Business Hours. "Normal Business Hours" shall mean 8:00AM. to 5:00PM local time, Mondays through Fridays, exclusive of holidays. For all work performed outside the scope of this Service Order, Involta shall prepare and submit invoices to Client on the 15th and last business day of each month. Fee schedule will be based on the then-current Involta IT Services Rate Card ("Standard Rates") plus travel expenses (if



III. PROJECTED SERVICE START DATE:

Subject to the availability of resources, including, but not limited to, people, facilities, travel and hardware lead times, for the Services in each of the categories listed under the column with the heading "Type of Service," unless a different number of days is stated in Section II above, the projected Service Start Date (defined below) for such Service is the number of days listed in the column with the heading "Days from Signature Date."

Type of Service	Days from Signature Date
Single Product or Additions to Existing Managed Services	15
Standard Managed Services	45
Standard Colocation	30
Third-Party Circuits	100
Migrations, Dedicated Infrastructure, Non-Standard Services & Consulting	As set forth in Section II

IV. TERM and TERMINATION:

A. This Service Order is made effective as of the last date show in the signature block below (the "Effective Date") and shall continue until the earlier of the end of the Term (defined below), or termination in accordance with this Service Order or the MSA.

B. Each of the Services will begin on the earlier of (i) the date Involta provides written notice to Client at the email address in Section IX that each such Service is available, or (ii) 120 days after the dates projected on the table above, or in Section II above, as applicable (the "Service Start Date").

C. Unless otherwise expressly set forth in Section II, the Services will begin on the earliest (first) Service Start Date, and unless terminated earlier as provided in this Service Order, will continue through the completion of that period of time stated above as the Contract Term following the latest (or last) Service Start Date (the "Initial Term").

D. Unless terminated earlier as provided herein, upon expiration of the Initial Term (defined below), this Service Order shall be automatically renewed for a successive one (1) year terms at Involta's then-current list price, rates and fees, available upon request (each a "Renewal Term," and together with the Initial Term, referred to collectively as the "Term").

E. Either party may terminate this Service Order at the end of the Initial Term by providing written notice to the other at least ninety (90) days prior to the end of the Initial Term. Either party may terminate this Service Order at the end of any Renewal Term by providing written notice to the other at least thirty (30) days prior to the end of any Renewal Term. This Service Order may be terminated for Cause, but not for convenience, by either party upon giving notice of termination in writing to the other party at least ninety (90) days in advance of termination. "Cause" means any material breach which remains uncured for a period of thirty (30) days following written notice describing the material breach. In the event Client terminates this Service Order for any reason other than for Cause, Client is responsible for payment of fees for the duration of the term stated above. If Involta terminates this Service Order without Cause, Involta will refund any pre-paid monies on a pro-

		Supplementary-Duluth Tech Drive		
1	Fiber Pair Cross Connect	INV-XCON-FP-Duluth Tech Drive	125.00	125.00
1	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6th Ave	125.00	125.00
			Non-Recurring Charges	2,738.60

USAGE CHARGES ABOVE COMMITTED AMOUNT:

II. DESCRIPTION OF IMPLEMENTATION REQUIREMENTS, IF ANY, WHICH SHALL NOT BE AN AMENDMENT TO THE DESCRIPTION OF SERVICES:

A. Summary Overview of Services, if any:

- *ION Fiber Lease is a single path (west side) between Duluth Tech Drive and 6th Ave Data Center.*
- *Client supplied power displacement unit (PDU) required or INVOLTA can supply for additional fees.*

B. Projected number of days from Signature Date on which Services listed are expected to begin, if different than the table in Section III below:

SERVICE ORDER

Involta

PREPARED FOR:

Account Name Duluth Public Schools - ISD 709

Contact Name Bart Smith
Billing Address 709 Portia Johnson Drive, Duluth, MN 55811

MSA Number MSA201505114570
Contract Term 12 Months
Account Number 0000004954

SERVICE ORDER

Q-00024732

Proposal Name Duluth Public Schools - ISD 709[] Colo Cab and Dark Fiber from 6th Ave to Tech Drive_12mo

Date 8/16/2023

Account Manager Reid Sheldahl
Phone
Email rsheldahl@involta.com

I. SERVICES:

QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
1	Colo Cabinet	INV-CAB-General Population-21-Duluth Tech Drive	800.00	800.00
2	Colo Power KVA	INV-KVA-Duluth Tech Drive	185.00	370.00
1	Fiber Pair Cross Connect	INV-XCON-FP-Duluth Tech Drive	125.00	125.00
1	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6th Ave	125.00	125.00
1	ION Fiber Lease (IRU)	INV-DFL-Duluth Tech Drive	1,500.00	1,500.00
			Monthly Recurring Charges	2,920.00

QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
1	Colo Cabinet	INV-CAB-General Population-21-Duluth Tech Drive	600.00	600.00
1	Colo Metered Power Module	INV-PBR-120 VAC / 20 Amp-L5-20R-Primary-Duluth Tech Drive	944.30	944.30
1	Colo Metered Power Module	INV-PBR-120 VAC / 20 Amp-L5-20R-	944.30	944.30

SERVICE ORDER

Involta

services are provided other than inside the data center) and any applicable sales tax. Standard Rates are from 8:00AM to 5:00PM local time. Fee schedule for nights and weekends are 1.5 times Standard Rates and holidays are two (2) times Standard Rates.

B. Travel expenses are billed at actual cost and mileage at the current IRS rate, portal to portal. Travel expenses include applicable lodging, meals, airfare, and car rental.

VIII. CONFIDENTIALITY:

Client agrees that this Service Order, including without limitation the description of services and the pricing, is the sole and exclusive property of Involta, and shall treat them on a confidential basis and not disclose the same to any third party.

IX. ACCEPTANCE:

Each of the undersigned represents that the undersigned has (i) read and understands this Service Order and has full power and authority to sign it, and (ii) agrees and acknowledges that this Service Order is incorporated into the MSA.

Customer (legal name): Duluth Public Schools - ISD 709	**Involta, LLC**
Individual signing: Simone Zunich	**Individual signing:**
Signature: Simone Zunich	**Signature:**
Title: Exec. Dir. Finance, Business	**Title:**
Signing date: 08/31/23	**Signing date:**
Purchase Order #:	
Email (for Notice of Service Start Date):	

OES000000016750
AC

Regents of the University of Minnesota ("University")
Short Form Services Agreement

Department Name: Institute on Community Integration		**Customer Name:Duluth Public Schools**
Customer Address: Attn: SImone Zunich, 709 Portia Johnson Drive, Duluth, MN 55811		
Phone:218-336-8700 x 1079	**Fax:na**	**Email:**simone.zunich@isd709.org
Dept. ID No.:11249	**I/ESAF No.:ESA000000001341**	(No contract assigned) Do not send to External Sales)
Term Start Date:September 1, 2023		**Term End Date:August 31, 2024**

Description of Services:National Check & Connect trainer will provide in-person technical assistance (co-training and coaching) for a maximum of 8 hours.
Twenty-one (21) sets of Check & Connect Mentor Participant Guides and Manuals are included in this contract.
Please see Exhibit A: Scope of Work for details.

Provide details and pricing (or enter "see attached Exhibit A"):see attahed Exhibit A: Scope of Work

Check One: **Single Sale ☒** **Repeating/Multiple Sale ☐**

Price per Service:	$4404
Sales and Use Tax (if applicable):	$-
TOTAL Compensation:	$4404

1. What the University Will Provide. Under this Agreement, University will provide external sales services as described and for the fee set forth above. In the event the compensation is not a fixed firm price for the services, but instead is set forth on an attached schedule and contains published rates, the University reserves the right to modify the fees set forth thereon effective July 1 of each year of this Agreement.

2. What You Will Receive. You will receive a service, a report indicating the results of your requested services and/or the materials described above.

3. Exclusive Terms and Conditions. These terms and conditions are the sole and exclusive terms and conditions applicable to this Agreement. University objects to, and rejects, all other terms and conditions contained in any document provided by Customer at any time. Any handwritten changes to the terms of this Agreement shall be ignored and have no legal effect unless initialed by both parties. Any performance under this Agreement will be deemed acceptance of these terms and conditions and provisions and specifications on the face and Exhibit A of this Agreement and attachments, if any.

Customer agrees that any additional or different terms and conditions on its documents (acknowledgements, invoices, website, purchase order, etc.) shall not be binding on the University, notwithstanding any legend on such document.

4. Ownership of Materials and Presentation. With respect to any workshop/presentation activities under this Agreement, all materials provided by the University during the presentation shall remain the property of the University. Company is provided a license to use the materials in connection with the workshop/presentation, but Company may not copy or distribute the materials without the express written consent of the University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of the University.

5. Disclaimer of Warranty and Liability. WHILE THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOSS OF DATA), INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, RESULTING FROM WHATEVER CAUSE WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL UNIVERSITY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO UNIVERSITY UNDER THIS AGREEMENT.

6. Indemnification and Insurance. You agree to indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys' fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by you (or any third party acting on behalf of or under authorization from you) of information, reports, deliverables, materials, products or other results of University's work to be performed or deliverables to be provided under this order; or (ii) your infringement of a third party's intellectual property rights or violation of any law, rule, or regulation in the provision of any samples to the University. In the event the services are conducted for commercial use or purpose, you represent that you have in force a policy of general liability insurance, with limits not less than $1,000,000 each occurrence, and you agree to furnish proof of such insurance upon request.

7. Applicable Law and Jurisdiction. Minnesota law, without regard to principles of conflict of laws, will govern these terms and conditions. Any dispute relating to this Agreement shall be heard in state court in Hennepin County, Minnesota and you consent to jurisdiction in such courts for this purpose.

8. Use of University Name. Use of University name, logos and other marks of the University, or of any University employee in any publicity, advertising, or news release without the prior written approval of an authorized representative of the University is prohibited.

By signing below, you are indicating your agreement to the above terms and conditions. If you are submitting this order on behalf of a company or institution, you represent that you have the authority to bind such entity to these terms and conditions. In such a case, references to "you" or "your" shall apply to the entity on whose behalf you are signing.

University	Customer
Signature:	Signature: Simone Zunich
Print Name: Kieth Carlson	Print Name:SImone Zunich
Title:Finance Director, CEHD	Title:FInance Manager
Date:	Date: 8/28/23

FORM: OGC-SC109
Form Date: 08.30.12
Revision Date: 11.15.21

CHECK & CONNECT®

INSTITUTE on COMMUNITY INTEGRATION | UNIVERSITY OF MINNESOTA

Quote
Check & Connect Materials and On-site Technical Assistance
For Duluth Public Schools
Duluth, MN

Technical Assistance
National Check & Connect trainer will provide in-person technical assistance (co-training and coaching) for a maximum of 8 hours.



The 2012 edition of the *Check & Connect manual,* ***Implementing with Fidelity*** by Sandra L. Christenson, Karen Stout, and Angie Pohl of the University of Minnesota, is an expanded guide to the theoretical foundations, components, elements, and steps for implementing *Check & Connect.*



Check & Connect Mentor Training Participant Guide is an in-depth, competency-based training guide designed to provide Check & Connect mentors with the information, competencies, and skills needed to be an effective Check & Connect mentor at their local site.

Budget

Set of Implementing with Fidelity Check & Connect Manual and 2nd Ed. Mentor Participant Guide	$80 ea.	x 21	$ 1,680
Technical Assistance	$227 per hour	X8	$ 1,816
In state travel			$ 908
Total			**$ 4,404**

- Standard ground shipping charges are included in the cost of the materials.
- Rush shipping charges may apply if order is needed sooner than ground shipping and handling will allow.
- A restocking fee of 10% applies to orders returned after 30 days.

For questions, please contact us toll free at 866-434-0010 or checkandconenct@umn.edu

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of August, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Wallis Speech Services LLC, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 30, 2023 and shall remain in effect until August 31, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Fluency/Stuttering presentation by Kay Wallis for the Speech Language Pathologists (SLP) staff development for three hours on the afternoon of Wednesday August 30, 2023.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at the rate of $600.00 for 3 hours of staff development presentation, 1 session, up to a sum not to exceed $600.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Wallis Speech Services LLC, 2610 Greysolon Road, Duluth, MN 55812

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Kathryn Dr Wells — 26-090 1852 — 8/30/23
Contractor Signature — SSN/Tax ID Number — Date

Jason Crane — 8/30/23
Program Director — Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	401	740	433	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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

Erinne Zmich — 8/30/23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Kathryn Wallis

2 Business name/disregarded entity name, if different from above
Wallis Speech Services LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2610 Greysolon Rd.

Requester's name and address (optional)

6 City, state, and ZIP code
Duluth MN 55812

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
26-0901852

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Kathryn Wallis **Date ▶** 8/30/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Udac, Inc., an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 5, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Instruction on Career skills, business tours and information to advance informed decisions on employment after High School.*

Career Skills Topics

Career Skills 101:
Program Theme: We are each the CEO of our own lives.
Mission, Vision, and Values
Proper greetings
Goal Setting
Attitude and Grit
Time Management and Punctuality
Initiative and Leadership
Understanding Personality Type
Communication Skills – Feedback and Criticism
The Importance of Reputation
Work Efficiency

Teamwork
Problem Solving and Critical Thinking
Workplace Culture
Community Connection and Social Capital
Preparing for Interviews
Career Skills 201:
Self Esteem and Self Confidence
Communication and Feedback
Teambuilding
Problem Solving
Accountability

Fun at Work
Customer Service and Professionalism
Dealing with Change

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at the rate of $385.00 for 3 hours, up to 3 sessions, up to a sum not to exceed $1,155.00 in total.

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

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

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

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

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own

use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Udac, Inc., 4724 Mike Colalillo Drive, Duluth, MN 55807

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
Program Director		Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	380	835	366	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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

Erin Zmich 8.22.23

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

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 29, 2023 and shall remain in effect until June 7, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Provide group facilitation services for ISD 709 Duluth Early Childhood Family Education (ECFE) Program. Scope of services to include guiding Reflective Practice Teaching Practice team work with ECFE certified staff and consultation with ECFE staff, parents, and children.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $50 hourly and $5,000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Mary Ann Marchel, 3929 Rockview Ct, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

MA Marched [redacted] 8/1/23

Contractor Signature | SSN/Tax ID Number | Date

8/31/23

Program Director | Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	580	325	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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

Simone Zunich 9.5.23

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

AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of August , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Gwen Stabe, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 15, 2023 and shall remain in effect until June 30, 2024 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Assisting the Head Start enrollment process, Child Plus enrollment, working with and training current staff on Head Start enrollment procedures.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $20 hourly and $ 3800 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 212 Oak Bend Road Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 8-15-23 Date

Program Director 8/18/23 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	579	503	185	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 8.22.23 Date

503

AGREEMENT

THIS AGREEMENT, made and entered into this 14 th day of August, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, Jen Prachar, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *Head Start Nutritionist, flexible hours as needed.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 22nd, 2023 and shall remain in effect until June 9th, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $43 hourly and $10,000 in total.

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

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

   a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool, 709 Portia Johnson Dr, Suite 209, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 44 Serenity Way, Esko, MN 55733.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Jennifer Pacheco [redacted] 8/14/23

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04 04	E E	005 005	579 579	503 285	305 305	00- 83.86% 00- 16.14%
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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

Simone Zunich 8.22.23

CFO / Superintendent of Schools / Board Chair Date

DULUTH HEAD START
JOB DESCRIPTION

JOB TITLE: Head Start Nutritionist/Dietitian

IMMEDIATE SUPERVISOR: Head Start Director

DEPARTMENT: ISD 709 E-12 Operations

MINIMUM QUALIFICATIONS: Minimum Bachelor's degree in health, nutrition or related field and possesses a current registration with the Commission on Dietetic Registration of the American Dietetic Association or be eligible, registered and ready to take the examination. Have a current valid driver's license and access to reliable transportation.

DESIRED QUALIFICATIONS: Coursework and/or experience with families from a variety of social and cultural backgrounds and families living in economic poverty. Ability to demonstrate effective verbal and written communication skills and to work independently.

DUTIES AND RESPONSIBILITIES:
Overseeing program operations and compliance with Head Start Performance Standards and regulations in the area of food and nutrition;

Consult with the Health Coordinator;

Review all child files for dietary and nutritional needs;

Develop monthly menus for breakfast, lunch and snack that meet nutritional guidelines and work with school district food service department to coordinate meal service;

Reflect cultural and ethnic preferences, and include a wide variety of foods;

Work with food service, nurse and families on special diets for identified food allergies

Monitor food safety practices;

Train staff on food safety and proper serving procedures in accordance with Head Start performance standards;

Monitor hemoglobin levels, height and weight on all children in order to identify potential problems and provide follow-up;

Monitor and coordinate oral health activities in the program;

Provide nutrition counseling and education to individual parents regarding the nutritional needs of their children;

Provide information and materials for nutrition education activities in the classroom;

Coordinate and provide nutrition education at parent meetings;

Consult with teachers regarding concerns about children's eating;

Update and revise nutrition area of the program plan;

Serve as liaison to nutrition and food resources in the community;

Member of Head Start Health Advisory Committee;

Stay up to date with current practice in Head Start nutrition;

Other duties as assigned by supervisor.

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of August, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Secret Forest Playschool LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 6, 2023 and shall remain in effect until June 5, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [redacted] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Monday and Wednesday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 3727 W. Arrowhead Road, Duluth, MN 55811.

The approximate date the service will begin is September 6, 2023 and shall not extend beyond June 5, 2024; the contract not to exceed a total of 67 Days (attending 2 days per week. The District will pay a $150.00 Annual Programming Fee and 2 days per week @ $350.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Drive, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed a $150.00 Annual Programming Fee, $350.00 per month and $3,650.00 in total.

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

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

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

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

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

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture

between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Secret Forest Playschool, 3727 W. Arrowhead Road, Duluth, MN 55811

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature — 46-3592053 SSN/Tax ID Number — 9/2/23 Date

Program Director — 8/15/23 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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

CFO / Superintendent of Schools / Board Chair — 8.22.23 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of August, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Secret Forest Playschool LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 6, 2023 and shall remain in effect until June 5, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [redacted] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Monday and Wednesday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 3727 W. Arrowhead Road, Duluth, MN 55811.

The approximate date the service will begin is September 6, 2023 and shall not extend beyond June 5, 2024; the contract not to exceed a total of 67 Days (attending 2 days per week. The District will pay a $150.00 Annual Programming Fee and 2 days per week @ $350.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Drive, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed a $150.00 Annual Programming Fee, $350.00 per month and $3,650.00 in total.

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

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

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

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

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

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture

between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Secret Forest Playschool, 3727 W. Arrowhead Road, Duluth, MN 55811

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature 46-3592053 SSN/Tax ID Number 9/2/23 Date

Program Director 8/15/23 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

____ Check if the contract will be paid using Student Activity Funds

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

CFO / Superintendent of Schools / Board Chair 8.22.23 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of August, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Secret Forest Playschool LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 7, 2023 and shall remain in effect until June 6, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [redacted] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Tuesday and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 3727 W. Arrowhead Road, Duluth, MN 55811.

The approximate date the service will begin is September 7, 2023 and shall not extend beyond June 6, 2024; the contract not to exceed a total of 71 Days (attending 2 days per week. The District will pay a $150.00 Annual Programming Fee and 2 days per week @ $350.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Drive, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed a $150.00 Annual Programming Fee, $350.00 per month and $3,650.00 in total.

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

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

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

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

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

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture

between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Secret Forest Playschool, 3727 W. Arrowhead Road, Duluth, MN 55811

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature — 46-3592053 SSN/Tax ID Number — 9/2/23 Date

Program Director — 8/15/23 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

____ Check if the contract will be paid using Student Activity Funds

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

CFO / Superintendent of Schools / Board Chair — 8.22.2 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of July, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Cal Metts, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/17/23 and shall remain in effect until 7/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $_____ hourly and $ 1,400.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:_____ , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 522 N. 3rd Ave. W. Duluth MN. 55806

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

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

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

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

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

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

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

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

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

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

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

Contractor Signature [redacted] SSN/Tax ID Number 7/21/23 Date

Program Director 7/21/23 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

____ Check if the contract will be paid using Student Activity Funds

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 8.4.23 Date

No Cost Contracts Signed
August 2023

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Name	**Contract Source**	**Description**
True North AmeriCorps	Stowe ES	Math/reading assistance for Stowe ES FY24
True North AmeriCorps	LPMS	Math/reading assistance for LPMS for FY24
Arkansas State University	TLE	MOU providing ASU students with internship opportunities

True North AmeriCorps
Partner Site Agreement 2023-2024
Service Year: August 16, 2023 - August 31, 2024

the YMCA AmeriCorps

Site Information

Organization/District Name:	Program/School Name(s):
ISD 709	Stowe
Site Lead Contact Name:	**Email:**
Michaela Sperl	Michaela.Sperl@isd709.org
Site Supervisor Name(s):	**Email(s):**
Jessica Cook	jessica.cook@isd709.org

Award Information

Number of Member Slots Awarded:	Service Term(s):
35 Hours/Week:	☐ Full Year (Fall 2023-August 2024)
25 Hours/Week:	☐ School Year (Fall 2023-June 2024)
18 Hours/Week:	☐ Summer (May/June 2024-August 2024)
15 Hours/Week:	

This Agreement is between True North AmeriCorps (hereafter referred to as the "Program" or "TNAC") and the agency listed above (hereafter referred to as the "Partner Site" or "Site"). Through this agreement, the program will assign AmeriCorps member(s) (hereafter referred to as "Member") to the Partner Site for the purpose of enhancing students' social emotional learning (SEL) skills through individualized support and enrichment. A program of the Duluth Area Family YMCA, TNAC partners with schools, nonprofits, and community agencies to enhance long term education equity outcomes.

THIS AGREEMENT MUST BE SIGNED AND RETURNED PRIOR TO MEMBER START DATE

ATTN: True North AmeriCorps Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: TrueNorth@duluthymca.org

PLEASE NOTE:
Placement of True North AmeriCorps members for the 2023-2024 year is dependent on joint member recruitment efforts with the site and continued federal funding. Being awarded member slots and signing this agreement does not guarantee placement of a member.

STATEMENT OF UNDERSTANDING
True North AmeriCorps Partner Site Agreement
Service Term 2023-2024

This serves as an agreement between the Partner Site and the Program for the 2023-2024 program year. The terms of this agreement will begin upon Partner Site signature date and end on August 31, 2024. Any amendments to this agreement shall be done in writing.

The Program may, with five days written notice, suspend or terminate the Agreement in whole or in part whenever the Program determines there is a material failure or threat of failure to comply with the applicable terms and conditions of the Agreement.

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement.

Partner Site Organization/Program Name	
ISD 709 / Stowe	
Lead Contact Name Michaela Sperl	**Title** Dean of Students
Lead Contact Signature	**Date**
Site Supervisor Name Jessica Cook	**Title** Principal
Site Supervisor Signature	**Date** 7/6/23

Simone Zmuda

THIS AGREEMENT MUST BE SIGNED AND RETURNED PRIOR TO MEMBER START DATE

ATTN: True North AmeriCorps Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: TrueNorth@duluthymca.org

True North AmeriCorps
Partner Site Agreement 2023-2024
Service Year: August 16, 2023 - August 31, 2024

Site Information

Organization/District Name:	Program/School Name(s):
ISD 709	Lincoln Park Middle School
Site Lead Contact Name: Brian Kazmierczak	**Email:** brian.kazmierczak@isd709.org
Site Supervisor Name(s): ~~Rachel Thapa~~ Rachel Thapa Jennifer Fuchs	**Email(s):** Rachel.thapa@isd709.org ~~[redacted]~~ Jennifer.Fuchs@isd709.org

Award Information

Number of Member Slots Awarded:	Service Term(s):
35 Hours/Week: ~~35 hrs~~ 1	☑ Full Year (Fall 2023-August 2024)
25 Hours/Week:	☐ School Year (Fall 2023-June 2024)
18 Hours/Week:	☐ Summer (May/June 2024-August 2024)
15 Hours/Week:	

This Agreement is between True North AmeriCorps (hereafter referred to as the "Program" or "TNAC") and the agency listed above (hereafter referred to as the "Partner Site" or "Site"). Through this agreement, the program will assign AmeriCorps member(s) (hereafter referred to as "Member") to the Partner Site for the purpose of enhancing students' social emotional learning (SEL) skills through individualized support and enrichment. A program of the Duluth Area Family YMCA, TNAC partners with schools, nonprofits, and community agencies to enhance long term education equity outcomes.

THIS AGREEMENT MUST BE SIGNED AND RETURNED PRIOR TO MEMBER START DATE

ATTN: True North AmeriCorps Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: TrueNorth@duluthymca.org

PLEASE NOTE:
Placement of True North AmeriCorps members for the 2023-2024 year is dependent on joint member recruitment efforts with the site and continued federal funding. Being awarded member slots and signing this agreement does not guarantee placement of a member.

STATEMENT OF UNDERSTANDING
True North AmeriCorps Partner Site Agreement
Service Term 2023-2024

This serves as an agreement between the Partner Site and the Program for the 2023-2024 program year. The terms of this agreement will begin upon Partner Site signature date and end on August 31, 2024. Any amendments to this agreement shall be done in writing.

The Program may, with five days written notice, suspend or terminate the Agreement in whole or in part whenever the Program determines there is a material failure or threat of failure to comply with the applicable terms and conditions of the Agreement.

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement.

Partner Site Organization/Program Name	
ISD 709 / Lincoln Park Middle School	
Lead Contact Name Brian Kazmierczak	**Title** Principal
Lead Contact Signature [signature]	**Date** 6/26/23
Site Supervisor Name Rachel Thapa	**Title** Community Schools Coordinator
Site Supervisor Signature [signature] Rachel Thapa	**Date** 6/26/23

[signature]

THIS AGREEMENT MUST BE SIGNED AND RETURNED PRIOR TO MEMBER START DATE

ATTN: True North AmeriCorps Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: TrueNorth@duluthymca.org

DocuSign Envelope ID: 6949675D-D93F-47DC-8B9E-53149979C12A

ARKANSAS STATE UNIVERSITY

College of Education and Behavioral Science
Department of Educational Leadership, Curriculum, and Special Education

Memorandum of Understanding/Partnership Agreement

This agreement outlines relevant policies and current operational procedures between the Arkansas State University College of Education and Behavioral Science and the School District in providing internship experiences for university students.

This collaboration aims to improve our candidates' leadership qualities, characteristics, and skills and strengthen educational leadership programs to enhance joint research and inquiry. Arkansas State University and its P-12 school partnerships agree that the philosophy and concept of renewal are integral to developing future educators who know and demonstrate best practices. Continuous improvement is collaborative growth between partner schools and higher education institutions to create and refine more effective educational leadership programs simultaneously.

The agreement, made by and between Arkansas State University, an institution of higher education and an agency of the State of Arkansas, located at State University acting by and through its College of Education and Behavioral Science Arkansas and
ISD #709 Duluth Public Schools (School District Name)
Duluth MN (School District City or NCES Number.)

It is agreed by the parties to be of mutual interest and advantage for selected candidates (the student) of the program to be provided clinical education experiences at the Facility.
For consideration of the mutual covenants, it is further agreed by the aforesaid parties that:

1. Mutual Responsibilities:
   a) The Facility will accept the candidate selected by the program for a period of clinical education. The Facility and the Program shall mutually agree that the site mentor will serve no more than 5 Graduate Candidates at once.
   b) The schedule, content, and objectives of the internship experiences will be arranged in cooperation between the Candidate, Site-Mentor, and the Director of the Program or his/her designee.
   c) The rules and regulations of the Facility shall apply to the assigned Candidate.
   d) The Program shall be an independent contractor of the Facility.
   e) The Program and the Facility retain the privilege to exchange, and review materials relevant to the Candidate's education.

2. The Program's Responsibilities
   a) Provide the Graduate Candidate with a list of qualifying field activities that can be completed
   b) Provide the Graduate Candidate with the content and objectives of the Program

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c) Ensure the Graduate Candidate has competence and knowledge of the Educational Leadership preparation standards.
d) Provide a schedule of on-site visits by the Program supervisor.
e) Ensure the Graduate Candidate has been made aware of all program requirements and regulations for the Internship course and the Professional Code of Ethics for the state of Arkansas

3. Candidate Responsibilities - The Graduate Candidate shall:
   a) Choose a Site Mentor to supervise the field activities at two (2) levels and two (2) sites. Obtain a signed agreement.
   b) Provide the Facility with a statement of the field activities to complete, content, and objectives of the Program.
   c) Ensure he/she has transportation as needed to fulfill responsibilities
   d) Ensure all program field activities will be completed and fulfilled.
   e) Notify the program no less than ten (10) working days in advance of a Candidate's change of placement
   f) Act professionally and ethically.
   g) Meet necessary academic requirements.

4. Facility Responsibilities - The Facility shall:
   a) Provide all reasonable information requested by the Program on Graduate Candidate's work performance.
   b) Provide Graduate Candidates opportunities to complete the required program requirements.

NOTE: Any Violations from the candidate can result in dismissal from the program.

Program Signatures:

Print	Signature	Date
Program Director/Internship Coordinator		

Print	Signature	Date
A-State Online Coordinator		

Print Name	Signature	Date
Dean/Associate Dean, College of Education & Behavioral Science		

Facility Signatures:

This agreement is effective for 3 years from the date of signature. The signature verifies that the individual is aware of the candidate's placement.

Simone H Zunich	DocuSigned by: simone h zunich 0D7D4A6CDD3B487...	9/5/2023
District Liaison Print Name	Signature	Date

Revenue Contracts Signed
August 2023

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	Amount or Estimated Amount*	Contract Source	Description
Lakewood Little Lynx Preschool	$8,500.00	Child Nutrition	Vended meal agreement for breakfast/lunch
State of Minnesota	TBD	CTE	The state needs high schools to participate in a pilot program to promote college application and attendance for enrolled high school seniors

Vended Meal Agreement with A National School Lunch Program (NSLP) Vendor

Child and Adult Care Food Program (CACFP) Sponsors purchasing meals/snacks from a National School Lunch Program (School Food Authority) Vendor.

A. Intent

This contract is for entering into an agreement to purchase vended, served on site, meals for Little Lynx Preschool, referred to as the Sponsor. The party preparing meals, ISD 709-Lakewood Elementary School, Site ID 1000002244, referred to as the Vendor, as the agreement will be between the Vendor and the Sponsor.

B. Meals, Meal Requirements

The Vendor will prepare the following meals,Breakfast and lunch, which are consumed in the preschool classroom.

1. Meals will be served homestyle with the classroom teacher portioning food. Appropriate number of servings will arrive in bulk pans/bowls. Milk will arrive in individual cartons.

2. All meals provided shall conform with the U.S. Department of Agriculture's NSBP (National School Breakfast Program) and NSLP (National School Lunch Program) minimum meal requirements for those meals and the age group served.
3. The Vendor shall be liable for meals that do not meet the meal pattern requirements specified in the agreement or are unwholesome at the delivery time. The Sponsor shall not pay for such meals.

C. Meal Charges

Each meal type is priced separately:

Meal Type	Estimated Servings Per Day	Estimated Annual Number of Serving Days	Price per Meal (Completed by Vendor)	Total Price
Breakfast	10	170	$2.00	$3400.00
Lunch	8	170	$3.75	$5100.00
TOTAL				$8500.00

Ordering, and Payment

1. The Sponsor shall notify the Vendor by telephone or in-person each Monday before 9:30 of the estimated number of meals needed for that week, per day. This helps with overproduction.

2. The Vendor shall, monthly, invoice the Sponsor. The Vendor shall bill the Sponsor each month by the 15th of the month following the delivery of meals.

3. The Vendor shall receive a fixed price per meal provided.

D. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements are met. Following Hazard Analysis and Critical Control Point (HACCP) guidelines, all food will be properly stored, prepared, and served free of contamination and at appropriate temperatures. The Vendor's kitchen manager is certified in food safety through the Minnesota Department of Health.

The expectation after delivery of food to the room, is that it will be served immediately and not held for any length of time, as to avoid food safety issues. Once food had been delivered to the room, the responsibility becomes the Sponsors to serve the food as expected.

E. Recordkeeping

1. The Vendor agrees to keep all records related to this agreement, including food purchased, daily quantities prepared and daily menu records.

2. Individual student meal accounts will be retained and kept by the Sponsor, as needed. The Vendor does not need to know what students ate on what days.

F. Terms and Termination

1. This agreement shall be for one school year, effective 9/5/2023 to 6/6/24.

2. The Sponsor or the Vendor may terminate the agreement with or without cause by giving sixty (60) days written notice.

AGREEMENT PAGE

This Vendor certified that they shall operate per all applicable State and Federal laws and regulations.

This agreement, and the Vendor's proposal, constitute the entire agreement between the Sponsor and the Vendor. The parties shall not execute any additional documents about the agreement except as permitted by applicable law.

This agreement shall be in effect for one year.

SPONSOR:

_____
Signature of Sponsor Representative

_____
Name

_____
Title

_____
Date

VENDED MEAL COMPANY:

Simone Zunich
Signature of Company Representative

Simone Zunich
Name

Exec. Dir. Finance, Business
Title

August 10, 2023
Date

Sponsors are responsible for assuring compliance with all applicable CACFP Regulations.

MINNESOTA

State of Minnesota

Joint Powers Agreement

SWIFT Contract Number:_____

This Agreement is between the State of Minnesota, acting through its Commissioner of the Office of Higher Education ("State") and Duluth Public School District 0709-01 ("Governmental Unit", SWIFT Vendor number VN0000194009_6).

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of high schools and/or school districts to participate in free pilot program to promote college application and attendance for enrolled high school seniors (grade 12). Under Minnesota Statutes § 136A.84, the Direct Admissions Minnesota pilot program is designed to encourage all seniors to consider themselves "college material" by proactively notifying them of the colleges and universities that are eager to admit them. Students will receive a letter in early fall that lets them know which Minnesota colleges and universities will directly admit them, information about how to apply, and other essential next steps. High schools play a critical role in this process by working with OHE to review academic data, submit transcripts to colleges, communicate with students, parents, staff, and the local community, and assist with program operations and maintenance.

Agreement

1. **Term of Agreement**
   1.1 Effective Date: September 15, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
   1.2 Expiration Date: June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **Agreement between the Parties**

The Governmental Unit agrees to perform the following tasks:

- Provide staff to administer the program
- Participate in training for school staff involved in the program
- Develop a roster of students eligible for and willing to participate in the program
- Complete the academic review for eligible students
- Confirm the dates that notifications will go out
- Test the software to make sure that appropriate functionality for the notifications
- Disseminate information to appropriate staff and stakeholders prior to notifications being sent
- Launch the program by sending paper and email notifications to students
- Track student selections via the student information system report and transmit data to the Minnesota Office of Higher Education on an agreed upon schedule
- Provide feedback to the Minnesota Office of Higher Education on program operations and student response
- Send transcripts for each student selecting one or more colleges for Direct Admissions to each college selected by the student within the timeframe indicated by the Office of Higher Education. The Governmental Unit may contract with a third party for e-transcript services to carry out this task.

The State agrees to perform the following tasks:

- Work with Governmental Unit's student information system vendors to make sure academic criteria have been loaded into the system
- Work with Governmental Unit's staff to sign appropriate data sharing agreements
- Provide training for school staff involved in the program
- Provide content for the notifications to students and parents
- Disseminate information and provide training to staff, leadership, and others in preparation for initial notifications
- Disseminate information and provide info sessions to parents, programs, and community groups in preparation for initial notifications
- Receive information from schools on student selections
- Disseminate information on student selections to participating colleges
- Hold program meetings to gather feedback on program operations and student response
- Disseminate follow-up reports every 2 weeks for schools and districts on Direct Admissions participation rates across the pilot schools from September 15-November 30 yearly.

3. **Payment**

a) The State will pay for all services performed by the Governmental Unit under this agreement based on the number of enrolled students receiving a student notification in the fall period of their senior year at each participating school as part of the Direct Admissions program.

Payment for services is limited to schools participating in Direct Admissions under the authority of the Governmental Unit, which include:

- Denfeld High School (MDE ORG # 0709-01-215),
- East High School (MDE ORG # 0709-01-220),
- Duluth Area Learning Center (MDE ORG # 0709-01-611), and
- Academic Excellence Online (MDE ORG # 0709-01-650).

The obligation of the State for services performed pursuant to Clause 2 is detailed in Exhibit 1 and will not exceed:

- $2,500 per school for fiscal year 2024 with 1-99 students;
- $5,000 per school for fiscal year 2024 with 100-499 students;
- $7,500 per school for fiscal year 2024 with 500-799 students; or
- $10,000 per school for fiscal year 2024 with 800 or more students.

- $2,500 per school for fiscal year 2025 with 1-99 students;
- $2,500 per school for fiscal year 2025 with 100-499 students;
- $5,000 per school for fiscal year 2025 with 500-799 students; or
- $5,000 per school for fiscal year 2025 with 800 or more students.

b) Optional Services. The State authorizes the Governmental Unit to contract for e-transcript services for use in Direct Admissions. The obligation of the State for contracted e-transcript services under this Agreement will not exceed $7623 in fiscal year 2024, and $7623 in fiscal year 2025.

c) Total Obligation. The total obligation of the State under this agreement will not exceed $25,000.

d) Payments. Payments shall be made by the State after the Governmental Unit's presentation of request for payment for services performed as demonstrated by:
   - Written notification of the number of students enrolled and receiving a student notification as part of the Direct Admissions program,
   - Transfers the first initial file of data per fiscal year collected by the Governmental Unit for Direct Admissions administration by the State, and
   - The written acceptance of such services by the State's Authorized Representative pursuant to Clause 4.

   Payments for Optional Services. If the Government Unit requests payment for coverage of transcript costs for Direct Admissions, the Governmental Unit must submit a copy of the invoice for transcript services from the transcript vendor, and the invoice must be accepted by the State.

   Request for payment shall be submitted timely and in a form prescribed by the State as shown in Exhibit 2 and according to the following schedule:
   - By December 31, 2023 for services performed August 1, 2023-December 15, 2023, and
   - By December 31, 2024 for services performed August 1, 2024-December 15, 2024.

4. **Authorized Representatives**

The State's Authorized Representative is Meredith Fergus, Director of Research/Co-Manager of Direct Admissions, 651-259-3963, meredith.fergus@state.mn.us, or his/her successor.

The Governmental Unit's Authorized Representative is Simone Zunich, Executive Director of Business Services, simone.zunich@isd709.org (218) 336-8700, or his/her successor.

5. **Assignment, Amendments, Waiver, and Contract Complete.**

5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **Indemnification.**

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. **State Audits.**
Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. **Government Data Practices.**
The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental

Exhibit 1. Obligation by Participating School

School Name	MDE ORG Number	Estimated 12th Grade Enrollment 2023-2024	Program Funding 2023-2024	Program Funding 2024-2025	Total
Denfeld High School	0709-01-215	257	$5,000	$2,500	$7,500
East High School	0709-01-220	393	$5,000	$2,500	$7,500
Duluth Area Learning Center	0709-01-611	28	$2,500	$2,500	$5,000
Academic Excellence Online	0709-01-650	28	$2,500	$2,500	$5,000
District Total			$15,000	$10,000	$25,000

Exhibit 2. Sample Invoice

Example Invoice

Land of Ice and Snow High School

Date: 12/01/2022

Contact Person: Jane Smith
234 Firewood Lane
Viking, MN 55108
555-444-333
business.office@LIS.k12.mn.us

SWIFT Contract

#_____

Bill To:
Meredith Fergus, Direct Admissions
Minnesota Office of Higher Education
1450 Energy Park Drive Suite 350
St. Paul, MN 55108
651-259-3963
meredith.fergus@state.mn.us; ar.ohe@state.mn.us

DESCRIPTION	AMOUNT
Number of student notifications sent: 99	$ 2,500.00
E-transcript Costs: Parchment Subscription & Set-Up	$ 1,050.00
Total	$ 3,550.00

Signatures.

1. **State Encumbrance Verification**
   Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

2. **Governmental Unit**

Print Name: Simone Zunich

Signature: Exec Director DS Services

Title: _____ Date: 9/5/23

3. **State Agency**
   With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. **Commissioner of Administration**
   As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

Grant Applications
August 2023

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

Organization	Author/Contact	Project Title	Amount Requested	Terms
The Northland Foundation	Jen Jaros	Prenatal-Grade 3 (Early Childhood and Curriculum Depts)	4,000	Annually The Northland Foundation invites our district to apply for funds to continue working toward P3 goals. ISD709 has participated in MDE's P3 Initiative for over 10 years. Additionally, The Northland Foundation offers an Early Childhood Summit. A team from our district attends and is then offered this grant opportunity. We have been active participants in this important work. In recent years, the funds have been used for preschool SEL/PBIS-like Pyramid Model training, travel expenses and supplies. Additionally, this year this funding allowed us to gather early childhood and kindergarten teachers, principals and other leaders to learn/train in regard to intentional play-based learning in the classroom. This grant would be used for similar purposes next year. The P3 Leadership group of Jen Jaros, Sherry Williams, Brenda Spartz and Sally Weidt will be meeting in the next few weeks create a plan forward. THIS GRANT IS DUE 6/20, and will be written once approved through this process.
The Northland Foundation	Cal Harris	Laura MacArthur/ HBCU Trip	6,500	2023 Historic Black College and University and Civil Rights History Tour
The Northland Foundation	Katie Scheufeli	Preschool/Head Start	14,000	COSP Facilitator training for 2 staff who were not trained initially (mental health

				coordinator and education coordinator) ~$800/person= $1600 (4 day training) Tier 1 training for the above 2 staff (2) ~$1,000/person= $2000 (online training) Tier 2 Training for 4 staff ~$2200/staff= $8800. (online training) Travel expenses (hotel, food) ~$1600
Ordean Foundation	Cal Harris	Laura MacArthur/ HBCU Trip	5,000	2023 Historic Black College and University and Civil Rights History Tour. To cover costs of Hotel and Food.
Lester Park Foundation	Sarah Crowell	Lester Park Spanish Club	4,300	To hire a PT program coordinator that will both manage the logistics and teach the after-school club. LPF Grant Breakdown to District Up to 60 hours of program coordination and teaching prep time at $20 an hour: $1200 per year Up to three classes per day, 2:15 - 4:30pm at $20/hr, for a Fall and Spring sessions: $2700 per year • 11.25 hours a week for six weeks = up to 67.5 teaching hours per session • Could accommodate up to 225 kids for a once a week session Materials and Supplies: $400 per year Grant Total: $4300

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld HS	Kenneth Cinker	$50.00		Mr. Cinker provided restoration services on the Denfeld spire. When asked for W9 for payment, Mr. Cinker said to donate the $50 back to the school.
Denfeld HS	Robert and Lauren Dahlin	$500.00	Duluth Denfeld Football	
Districtwide	Jill Lofald	$100.00	Unity in Our Community	
Districtwide	Julie Shelton	$25.00	Unity in Our Community	
East HS	Whole Foods Co-op	In-kind	Duluth East Culinary Arts	We received a donation of a commercial flat top and steamer for the Duluth East Culinary Arts program.
Laura MacArthur ES	Western Bank	$310.00 + In-kind		A continued community partner that helps and supports west Duluth and Laura MacArthur
Piedmont ES	Jim Paczynski	In-kind		120 Spiral Notebooks; 15 packs of markers; 24 boxes of crayons; 30 glue sticks; 40 pocket folders; 120 pencils; 4 bottles of glue
Piedmont ES	Hillside United Methodist Church	In-kind		12 Boxes of Kleenex; 4 backpacks; 12 Plastic folders; 8 Composition Notebooks; 6 Spiral Notebooks; 4 Plastic pencil cases; 20- 24 count crayons; 2-64 count crayons; 40 pens; 5-10pk colored pencils; 4- 10pk markers; 2 - 20pk markers; 9 pkgs pencils; 4 pencil sharpeners; 14 glue sticks; 5 bottles of glue; 6 pair of scissors; 6 erasers; 4 rulers; 8 Expo dry erase markers; 1 watercolor; 1 highlighter
Piedmont ES	Cub Foods Duluth	In-kind		35 paper grocery bags of assorted school supplies

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
The Northland Foundation	Jen Jaros	Prenatal-Grade 3 Early Childhood and Curriculum Depts	4,000	Annually The Northland Foundation invites our district to apply for funds to continue working toward P3 goals. ISD709 has participated in MDE's P3 Initiative for over 10 years. Additionally, The Northland Foundation offers an Early Childhood Summit. A team from our district attends and is then offered this grant opportunity. We have been active participants in this important work. In recent years, the funds have been used for preschool SEL/PBIS-like Pyramid Model training, travel expenses and supplies. Additionally, this year this funding allowed us to gather early childhood and kindergarten teachers, principals and other leaders to learn/train in regard to intentional play-based learning in the classroom. This grant would be used for similar

				purposes next year. The P3 Leadership group of Jen Jaros, Sherry Williams, Brenda Spartz and Sally Weidt will be meeting in the next few weeks create a plan forward. THIS GRANT IS DUE 6/20, and will be written once approved through this process.
The Northland Foundation	Cal Harris	Laura MacArthur/ HBCU Trip	6500	HBCU Trip

R E S O L U T I O N

Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 19, 2023 at 6:00 PM in the Board Meeting Room at District Service Center, 709 Portia Johnson Drive, Duluth MN 55811, and will receive input from the public on the proposed certified levy for 2023 payable in 2024.

THEREFORE, BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2023 payable 2024 at the maximum amount.

RESOLUTION

Paraprofessionals Collective Bargaining Agreement

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District #709 and Paraprofessionals, a summary of which is in the hands of all School Board members, be approved and adopted for the periods July 1, 2023 to June 30, 2025, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

Resolution HR-9-23-3985 September 19, 2023

COLLECTIVE BARGAINING AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH, MINNESOTA

and

PARAPROFESSIONALS

EFFECTIVE DATES

July 1, 2023
to
June 30, 2025

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AGREEMENT

Between

Paraprofessionals
and
Independent School District No. 709
St. Louis County, Minnesota

PREAMBLE

THIS AGREEMENT was entered into by and between ***AFSCME Council 5, Local 66 and Independent School District No. 709***, St. Louis County, Minnesota.

NOW, THEREFORE, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

ARTICLE 1
Union Recognition and Unit Description

Section 1 - The School District formally recognizes AFSCME Council 5, Local 66 as the exclusive bargaining agent for all paraprofessionals who work more than 12.5 hours per week or more than thirty-five percent (35%) of the normal work week within the bargaining unit, and more than sixty-seven (67) work days per year, excluding all other employees.

Section 2 - The Union shall be the duly authorized representative of said employees with respect to the terms and conditions of employment, including hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Union as exclusive bargaining agent, with any other organization or person, except as may be required by law.

ARTICLE 2
Definitions

The term ***"School Board"*** as used in this contract shall mean the School Board of Independent School District No. 709, St. Louis County, Minnesota.

The term ***"Employer"*** as used in this contract shall mean Independent School District No. 709, St. Louis County, Minnesota.

The term ***"School District"*** as used in this contract shall mean Independent School District No. 709, St. Louis County, Minnesota.

The term ***"Union"*** as used in this contract shall mean AFSCME Council 5, Local 66.

The term ***"Appointing Authority"*** as used in this contract shall mean the Human Resources Manager or a staff member delegated to perform those functions required of an appointing authority under this contract.

The term ***"Position"*** means any office or place of employment in the classified service of the School District with duties and responsibilities calling for the full-time or part-time of one (1) person in the performance and exercise thereof.

The term ***"Permanent Position"*** means any position in the classified service of the School District, which has required or which is likely to require the services of an incumbent without interruption for a period of sixty-seven (67) working days or more in any calendar year.

The term ***"Temporary Employee"*** means a person hired to fill any position in the School District, which requires or is likely to require the services of any incumbent for a period of less than sixty-seven (67) working days.

The term ***"Employee"*** means a person who is an incumbent of a position in the classified service of the School District or who is on leave of absence according to these rules and whose position is held for him/her pending their return.

The term ***"Substitute"*** means an appointment to fill a vacancy in a permanent position caused by the absence of a regular incumbent.

The terms ***"Class"*** or ***"Class of Positions"*** means a group of positions established under these rules sufficiently similar in respect to the duties, responsibilities, and authority thereof that the same descriptive title may be used to designate each position allocated to the class, that the same requirements as to education, experience, capacity, knowledge, proficiency, ability, and other qualifications should be required of the incumbents, that the same tests of fitness may be used to choose qualified employees, and that the same schedule of compensation can be made to apply with equity.

The terms ***"Title,"*** ***"Class Title,"*** or ***"Classification Title"*** means the designation given under these rules to a class, to each position allocated to the class, and to the incumbent of each position allocated to the class.

ARTICLE 3
Re-Employment Right

Section 1 - Re-Employment List. The name of any person holding a permanent position in the classified service who has performed their duties satisfactorily and has been laid off without fault on their part, or of any person on probation who has performed their duties satisfactorily and has been laid off without fault on their part shall be placed on the re-employment list for the appropriate class; or whenever any person has taken leave of absence and is ready to return to duty when a position in the class is open, or has resigned in good standing and, with the consent of the appointing authority and of the School Board, has withdrawn their resignation, and who has not been restored to their position.

Section 2 - Arrangement of Names on Re-Employment List. The names shall be arranged on the re-employment list in order of the employee's School District seniority; provided that after a period of two (2) years a name shall be removed from the list and the person notified of such action unless the two (2) year period is extended by the School Board. The appointing authority may remove from the list, the name of

any person who, without giving a satisfactory reason, refused to accept an appointment offered to him/her or fails to respond within five (5) business days to the School District's attempts to contact them by regular mail and e-mail. If an employee responds to the School District to say they are not interested in a posting and they provide a satisfactory reason for declining the vacant position they will stay on the re-employment list. Notification will be made to the union Chair and the AFSCME Field Representative if any changes are made to the re-employment list related to this section.

Section 3 - Persons who are on the re-employment list shall be re-employed ahead of employees from outside the bargaining unit, provided they satisfy the requirements of Sections 1 and 2 of this Article and meet the qualifications of the job.

ARTICLE 4
Management Rights

It is understood and agreed that the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains, and reserves unto itself the right to manage, direct and control all School District functions in all particulars except as limited by the terms of this Agreement or by applicable federal and state law.

ARTICLE 5
Seniority

Section 1 - Seniority shall be determined by date of hire in the unit.

Section 2 - Time spent on paid sick leave shall count toward seniority. Time spent on special leaves of absence over thirty (30) days, except military, union and maternity, shall not be counted toward seniority.

Section 3 - Seniority lists shall be available on-line and brought up to date February 1 of each year. Employees shall have fifteen (15) working days after the list is posted on-line to raise objections to their seniority rating. Any employee failing to protest their seniority as shown on such list within the fifteen (15) day period referred to above, shall be considered to have confirmed their seniority as listed.

Section 4 - In implementing any section of this Agreement where an action governed by seniority is to occur, including, but not limited to layoff or reduction, and where it is determined that two (2) or more persons in the class in which the action is to occur have the same seniority date the break in the tie shall be determined as follows. First, the employee with the earliest birth month; second, the employee with the earliest birthday in that month and; lastly, if still ties, by the flip of a coin.

ARTICLE 6
Probation

Section 1 - Probation Period. Any person when first appointed to a position in the unit shall be on probation for a period of one (1) calendar year. After completion of the one (1) year probationary period, the probation period for transfers, promotions, and demotions, whether voluntary or involuntary shall be for a period of six (6) months not counting time worked in a summer school assignment. If an employee is laid off or demoted without fault on their part during the initial probationary period, and such employee is appointed to a new position, that employee shall continue serving their remaining initial probation period, but in no

case shall that probation period in the new position be less than six (6) months. Any person may be rejected on probation after the initial one (1) calendar year probationary period if the employee fails to complete all professional development requirements

Section 2 - Rejection on Probation. The appointing authority may at any time before the expiration of the probation period fixed according to these rules, reject any person appointed to a position, provided that the appointing authority shall forthwith inform the employee in writing such rejection on probation, stating the date the rejection becomes effective and the reasons for the rejection. If the appointing authority is not satisfied that a probationer's work or attitude is sufficiently satisfactory to warrant their recommending that the employee be granted permanent status, the employee may recommend extension of the employee's probationary period for a specified period of time not to exceed six (6) calendar months; provided the recommendation shall be reported to the employee in writing at least fifteen (15) days before the date the employee's probationary status expires. A copy of such recommendation for extension of probationary period shall be furnished to the Union. During the probationary period the District shall have the unqualified right to suspend without pay, terminate or otherwise discipline such employee. Additionally, during the probationary period the employee shall have no recourse to the grievance procedure insofar as suspension, termination or other discipline is concerned.

Section 3 - Name of Rejected Probationer May Be Placed on Re-Employment List. Any probationer rejected as provided in the preceding Section shall be considered permanently separated from the position the employee has held; provided, that an employee promoted and then rejected during the probation period shall have the right to assume the position from which the employee was promoted if it is not occupied by a permanent employee, and in case the employee is not restored to their former position, the appointing authority shall place their name on the re-employment list.

ARTICLE 7
Vacancies, Transfers, Promotions, Demotions, Reclassifications

Section 1 - Vacancies. A vacancy shall be any position open as a result of being newly created or because of resignation, retirement, transfer, promotion, or demotion. Any permanent position to which more than ten (10) hours per week per school year is added or any permanent position which moves from non-benefit to benefit eligible shall be considered a vacancy. Child-specific positions where the student is moving schools shall not be considered a vacancy unless the currently assigned employee chooses not to move with the student.

Section 2 – Vacancies from the first (1st) day of school with students, until the last day of the first (1st) Middle/High School term, shall be posted. Employees may bid on and accept only one (1) bid, unless bidding on and accepting a position that will move an employee's eligibility for benefits from non-eligible to eligible or increase their total number of hours by at least ten (10) hours per week. Vacancies occurring from the first day of the second Middle/High School term through the last day of the school year will be considered temporary and will need to be posted for the following year. Vacancies shall be filled by most senior capable, qualified and eligible bidders. Internal applicants selected will be temporary appointees and will be placed on the re-employment list at the completion of their temporary appointment. They will then go through the displacement process conducted after the end of the school year.

External applicants who work in excess of the sixty-seven (67) day requirement will be placed on the re-employment list and are eligible to participate in the displacement process conducted after the end of the school year.

Vacancies shall be filled by the posting and bidding process until there is no bid, or until a maximum of two (2) such vacancies become filled, whichever comes first. The remaining vacancies will be filled from the re-employment list first and then the sub pool. Bids shall be awarded within fourteen (14) working days.

Option. The administration may deny a transfer and/or promotion under this Article to not more than four (4) posted positions occurring between September 1 of one year and September 1 of the following year. This denial shall be called an ***"option".*** Options shall not accumulate from one year to the next. When the District exercises an option under this Article, the employees affected and the union shall be notified.

All Paraprofessionals who applied for a vacancy shall be notified by School District email of all bid outcomes.

Section 3 – Posting Vacancies Will Occur as Follows. The first day of the school term through the last day of school, postings will be for seven (7) calendar days. Postings will go up at 4:00 p.m. and will come down at 4:00 p.m.

After the last day of the school year, postings from June through the end of the week before school starts will be seven (7) calendar days. Postings will go up at 4:00 p.m. and close at 4:00 p.m.

All postings shall be posted on the School District's website. In addition, Human Resources will notify employees on a weekly basis of all new job postings via email.

Any employee, who is not physically able to put in bids, may designate a proxy in writing to do so on their behalf with the Human Resources Department.

Section 4 – Temporary Re-Assignments. Any temporary re-assignments of twenty-four (24) hours or more and anticipated to last more than sixty-seven (67) days, shall be posted as a temporary re-assignment. The eligible bidder who accepts the position will be ineligible to bid again until the end of the temporary assignment or the April 1 postings. The School District will fill the position vacated for the temporary assignment by utilizing the re-employment list first, and then the sub pool list. Should there be no eligible bidders the re-assignment shall be filled first from the re-employment list and then the sub pool list.

In extreme staffing shortages, the School District reserves the right to temporarily reassign employee(s) for no more than 14 calendar days to cover the shortage. A list of volunteers will be created by the District. Volunteers will receive $1.00 for elementary and $2.00 for secondary per hour extra for hours served in a temporarily reassigned position. In there are no volunteers, placement will occur by inverse seniority from the closest District building. If the position of reassignment is in a higher pay grade, the employee will be paid at the rate of that pay grade. If a reassignment is needed related to extreme staffing shortages, notification shall be made to the union Chair and the AFSCME Field Representative

Temporary positions anticipated to last less than sixty-seven (67) days will be filled first (1st) from the re-employment list and then from the sub pool list.

Any temporary military leave or special leave of absence shall be filled as above regardless of number of hours.

Section 5- Prep Time and Clean Up/Report Time. Any employee may, with the approval of the school principal, work an additional 15 minutes before and/or 15 minutes after regular school hours. The addition of the additional time cannot be utilized if it places a non-benefit eligible employee in to benefit eligible status. Employees shall opt in/opt out of a modified scheduled at the beginning of each semester.

Section 6 – Overtime. Any employee within the bargaining unit required to work over forty (40) hours per week shall be paid time and one-half (1 ½) their regular rate of pay for each hour worked in excess of forty (40) hours. All overtime work must be approved in advance by the Superintendent of Schools or their designee. Overtime shall be computed to the nearest fifteen (15) minutes.

Section 7– Lunch Period. Where a lunch period is scheduled, the employee shall be afforded a one-half (1/2) hour non-paid lunch time. The lunch period shall not be scheduled earlier than one-half (1/2) hour prior to their school's regularly scheduled period for children, nor later than one-half (1/2) hour after such regularly scheduled lunch period. Employees required to be on duty during their lunch period shall be paid for such time.

Section 8 – Classifications. The employer agrees to meet with the Union representative prior to the time a position in this unit is classified or reclassified in an effort to agree on an appropriate wage rate for the position. Should the parties not agree on such appropriate wage rate to be paid, either party may, in writing, appeal the dispute to the Human Resources Committee of the School Board of Independent School District No. 709. The decision of the Human Resources Committee shall be final and binding upon both parties. Thereafter, such final and binding decision shall be presented to the School Board for ratification without opposition by either party.

Section 9 – Pay Periods, Direct Deposit, Rates of Pay.

a. Employees shall be paid bi-weekly through the 2023-2024 contract year. The School District may pay such employees in the bargaining unit by depositing into such banks or credit unions as the employee shall designate, the net salary or wages owed to such employees. If the employee does not designate a bank or credit union, the School District will designate a bank or credit union for the employee, which allows the employee to withdraw such salary or wage payments from such bank or credit union without charge to the employee.
b. Twice-monthly Pay Schedule: Commencing July 1, 2024 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employee we be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.
c. Wage rates and step procedures shall be paid all employees as per Addendum A1.
d. When an employee is promoted to a position with higher pay, the employee's salary shall be increased to that salary in the new pay range, which is commensurate with their education attainment and experience at the time of the promotion. An employee who is reclassified to a new pay group shall receive the hourly rate of pay which is in the same step column that they currently occupy. The employee shall then progress through the steps as provided in section d. However, if at any time an employee is promoted to a pay level previously held, the employee shall receive the same step in the wage schedule that they previously held. In no case will an employee who is promoted to a previously held position receive a lower rate of pay than was paid before. These employees shall continue to progress through the pay steps as though they had not left the previous position.

   When employees are demoted to a lower classified position, the employee shall remain at the same step in the new (lower) pay range, or be placed at a previously held step in the pay range, whichever is higher, and shall continue through the steps as though they had not been demoted.

When an employee is transferred to a new or formerly held classification within the same pay range, the employee will continue in the same step of the pay range and continue to progress through the steps as though there had been no transfer.

No employee shall be required to work as a substitute teacher: however, such employee may be requested to substitute for a teacher in the employee's building in an emergency situation or when other substitutes are unavailable. A paraprofessional employee who is appropriately licensed as an instructional teacher may internally substitute for a certified employee and will be compensated at either the substitute teacher rate of pay or their current rate of pay within the unit, whichever is greater.

e. Newly hired employees shall be hired on the salary schedule to which their education attainment and experience at the time of hiring entitles them to be placed. Any applicant failing to advise the School District at the time of hiring of their education or experience shall not be entitled to later use to obtain advancement on the salary schedule. Employees thereafter shall advance steps based on the timelines set forth in the salary schedule.

f. Except those specified to the contrary in Section c, employees shall remain in the first step as specified above until the beginning of the next pay period following completion of twelve (12) calendar months of service at which time the employee shall advance one (1) step in the pay schedule. After completion of two (2) calendar years of service, four (4), six (6), eight (8), ten (10), twelve (12) and fourteen (14) calendar years in a class, the employee shall advance to the next step in the pay schedule at the beginning of the next pay period.

g. This schedule is in compliance with the minimum wage requirements of the Federal Fair Labor Standard Act applicable to non-professional school employees. In no case shall any employee receive less than that required for non-professional school employees under the provisions of the Federal and State Fair Labor Standards Act, but this shall not affect the other rates provided herein.

h. Reduction Allowed. Upon the request of an employee or by the appointing authority, an employee may be reclassified from a higher to a lower classified position, which in the discretion of the appointing authority; the employee is eligible to fill.

i. Appointing authority shall make recommendations to School Board for demotion. The appointing authority proposing the demotion of an employee shall make their recommendation in writing to the School Board, and shall supply the employee with a copy of such recommendation, and such recommendation shall give the future date on which the proposed demotion is to become effective, the class to which it is proposed to demote the employee, the new rate of pay, and any other information that the School Board may require, including the specific reasons why such demotion is for the good of the School District; provided, that the recommendation shall also advise the employee that the employee may grieve pursuant to Article 13 if the employee does not agree with the appointing authority's recommendations.

ARTICLE 8
Displacement/Layoff Procedure

Section 1 – When it becomes necessary through lack of funds or for other cause for which the employee is not at fault to reduce the number of hours assigned to a position in excess of ten (10) hours per week during

a contract year, or results in a loss of health benefit eligibility or to reduce the number of employees in a given classification, the reduction shall occur in the following order and manner:

a. Those employees so affected, may bid for vacancies for which they are qualified in accordance with Article 7 of this Agreement;
b. Any permanent employee in an affected position shall be permitted to exercise School District seniority rights to replace an employee with less seniority in the same or another job classification. The affected employee may bump any employee who is less senior in School District seniority and who is one of the sixty (60) lowest senior employees on the seniority list, provided the employee has the physical fitness and ability and meets the minimum qualifications to perform the duties in the new position.

For the purposes of bumping, the following program classifications are established:

CLASSIFICATION I	
Instructional Paraprofessional (Headstart, , ECFE,)	Special Education Paraprofessional/Child-Specific
Health Paraprofessional	Special Education Paraprofessional/LPN
Health Paraprofessional/LPN	Special Education Program Paraprofessional
	Supervisory Paraprofessional
Special Education Paraprofessional/BW	Early Childhood Supports and Screening Assistant

CLASSIFICATION II	
Certified Lifeguard Paraprofessional	Licensed Cued Speech Transliterator
Certified Occupational Therapy Assistant (COTA)	Licensed Sign Language Interpreter/Transliterator
	Management Information Systems
Community Liaison Paraprofessional	Mental Health Practitioner
Cultural Center Paraprofessional	Physical Therapy Assistant (PTA)
Cultural Immersion Program Paraprofessional	Pre-licensed ASL Interpreter
	Pre-licensed Cued Speech Transliterator
ELL	Language Facilitator-Sign
	Special Education Paraprofessional/ RN
	Technical Tutor
Graphic Artist	Technical Tutor/Auto Mechanic
	Technical Tutor//Evaluation & Testing
	Technical Tutor/Industrial Technician
American Indian Home School Liaison	Transition Liaison Paraprofessional

Classification I incumbents affected by position elimination or bumping may not bump less senior employees in Classification II. Classification II incumbents so affected may bump less senior employees in Classification I.

c. An employee displaced in the process shall have the rights as detailed above in 1(a) and 1(b).
d. During any layoff, no temporary or original probationary employee shall be employed while any permanent qualified employee under this bargaining unit is laid off and requests work.
e. An employee not assigned to a position under these provisions shall be placed on the re-employment list by School District seniority.
f. The School District shall give notice in writing to the employee or employees to be laid off and shall transmit to the Union the names of those so notified.
g. This Article shall be grieveable pursuant to Article 13 of this Agreement.

Section 2 – In implementing Section 1 of this Article, where it is determined that two (2) or more persons in the class in which the layoff or reduction is to be made have equal seniority, the order of layoff or reduction in such tie cases shall be determined in accordance with the process identified in Article 5, Section 4. If a coin flip occurs, a Union representative shall be present at such determination. The Union and affected employees shall be notified in writing of the outcome.

Section 3 – Employees Choosing Not to Exercise Their Bumping Rights. Employees who do not meet the minimum requirements of a position, or qualify for bumping rights under Article 8, but choose not to exercise their bumping rights will be placed on the re-employment list and will not be considered laid off. Such employees may apply for substitute positions but shall not be given first preference as covered by 1I of this Article.

Section 4 – The parties agree to meet and confer prior to March 1 regarding the process of posting, bidding and bumping related to projected school closures.

ARTICLE 9
Summer Work Assignments

Section–1 - Assignment of summer work shall be made to those employees who request to work during the summer recess on the following basis:

a. Employees who are regularly assigned to work within a program offered during the summer shall be assigned to such work before other persons. Where two (2) or more programs are identical and only one (1) is offered in the summer, the senior applicant applying using School District seniority shall be assigned.
b. By total School District seniority per request of those who qualify.
c. Employees shall be notified of their summer assignments at least two (2) weeks prior to the start of the summer session, if possible.

Section–2 - Assignment of summer work shall be made to those employees in Extended School Year Special Education programming as follows:

a. Offered first to the employee who performed the job during the school year.
b. Offered to the most senior employee in the program classification as defined in Article 8.
c. Offered to the most senior paraprofessional who meets the minimum qualifications of the position.
d. By total School District seniority.

All employees who are employed during the summer recess shall be paid at the rate of the classification in which they are assigned.

ARTICLE 10
Suspensions

Section–1 - Suspension. The appointing authority and, in their absence, the designee acting in their place, may for disciplinary purposes suspend without pay any employee under supervision from the performance of their duties for one (1) or more periods aggregating not more than thirty (30) days in a calendar year on account of inefficiency, incompetency, misconduct, negligence, insubordination, disloyalty, or other sufficient cause.

Section–2 - Employee to Be Notified of Suspension. In case the appointing authority or their designee acting in their place suspends any employee, the employee shall forthwith give written notice to the suspended employee stating the reason for the suspension and the duration thereof, and shall forthwith personally deliver such written notice to the employee or mail it to the employee's last known address; the employee shall also forthwith send to the Union a copy of such notice sent to the employee. Such notice shall also advise the employee that the employee may grieve pursuant to Article 13 if the employee disagrees with the action of the appointing authority.

ARTICLE 11
Resignations

Section–1 - Resignations. Any employee in the classified service who wishes to resign in good standing shall give the appointing authority written notice of at least two (2) weeks, unless the appointing authority consents to the employee leaving on shorter notice.

Section–2 - Resignations Without Notice. If any employee resigns from the classified service without giving the required notice, the appointing authority shall enter that fact on the employee's personnel file, and such failure to give the required notice may be considered sufficient reason for rejecting any future application from him/her for employment in the School District.

Section–3 - Resignations May Be Withdrawn. Any employee who has resigned after giving proper notice may, within thirty (30) days after termination of employment, and with the consent of the School Board and appointing authority, withdraw their resignation and be restored to the position vacated if it is still vacant or is filled by a temporary employee, and if it is not, the employee may, upon written request to the appointing authority, have their name placed on the re-employment list.

Section–4 - Resignation May Be Presumed in Certain Cases. Any employee who is absent from duty for three (3) consecutive business days without securing leave from their supervisor or without notifying him/her of the reason for their absence and the time when the employee expects to return, or who fails to notify the appointing authority of their readiness to resume their duties within five (5) business days after the expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as a resignation without notice, unless it can be proven that the employee had sufficient and good cause for not reporting for duty.

ARTICLE 12
Removals

Section–1 - Removals. Any employee holding a position in the classified service who has completed the probationary period prescribed in accordance with these rules may be removed only for cause; that in no case may an employee be removed on account of their religious or political opinions or affiliations or for refusing to contribute to a political fund or to render political service.

Section–2 - Causes for Removal. The following shall be sufficient cause for removal, though removals may be made for causes other than those enumerated:

a. That the employee is incompetent or inefficient in the performance of their duties.
b. That the employee has been wantonly careless or negligent in the performance of their duties.
c. That the employee has been brutal in their treatment of public charges, fellow employees, or other persons.

d. That the employee has been offensive in their conduct toward their fellow employees or the public.
e. That the employee has some permanent or chronic physical or mental ailment or defect, which incapacitates him/her for the proper performance of their duties.
f. That the employee has failed to obey reasonable direction given him/her by their supervisor when such violation or failure to obey amounts to insubordination or serious breach of discipline which may reasonably be expected to result in a lower morale in the organization or to result in loss, inconvenience, or injury to the School District or to the public.
g. That the employee has been convicted of a criminal offense.
h. That the employee, through negligence or willful conduct, has caused damage to public property or waste of public supplies.
i. Employee's job performance is impaired due to their tardiness or absence from work.
j. That the employee removed public or personal property from their place of employment without the owner's or supervisor's approval.
k. That the employee knowingly falsified any record or report required or authorized to be kept by the School District; or knowingly made a false statement, or misrepresented or concealed any material fact, or deceived or committed any fraud in any application for employment with the School District.

Section–3 - Who May File Removal Charges. The appointing authority may file written charges, in duplicate, for the removal of any employee in the classified service; provided that the appointing authority shall file charges against any employee in the classified service whose service ratings, as determined by the reports of the rating officers or by investigation are unsatisfactory for two (2) consecutive rating periods; and provided further, that the appointing authority may suspend without pay the employee against whom charges are filed, pending resolution of the matter through the grievance procedure of this Agreement should the employee file a grievance.

Section–4 - Charges to State Grounds for Removal. Any charges filed against any employee shall state specifically the cause or causes enumerated in this rule or other cause considered sufficient to constitute grounds for removal, and in addition, the specific act or acts of the employee constituting such cause; provided, that in no case shall such vague and indefinite charges such as "for the good of the School District" be considered reason for removal.

Section–5 - Appointing Authority to Mail Notice of Charges to Employee. Upon receiving any charges, the Human Resources Manager shall forthwith mail one (1) copy by registered mail to the last known address of the employee against whom the charges are brought. Such notice shall also advise the employee that the employee may grieve the matter pursuant to Article 13 of this Agreement if the employee does not agree with the action of the appointing authority.

Section–6 - Removed Employee Not Eligible to Compete for Future Employment. Unless otherwise determined by arbitration or the appointing authority, no employee who has been removed from the classified service in the manner enumerated in these rules shall be allowed to compete in any future employment with the School District.

ARTICLE 13
Grievance Procedure

The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement. The School District and Union agree that the proceedings under this grievance procedure shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Definitions

A ***"Grievance"*** is an action instituted under this Article by an aggrieved employee or the Union in the belief that there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.

The ***"Aggrieved Employee"*** is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.

The term ***"Days"*** when used in this grievance procedure shall refer to working days.

Representation Rights

Section–1 - The School District shall be a party to all grievances at all steps and may be represented by its designated representative.

Section–2 - The aggrieved employee reserves the right to be represented by a representative of their choice including a Union representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings and accept that the Union shall be their designated representative in binding arbitration. The Union shall be notified and a representative of the Union may be present and express their views at all steps of this grievance procedure.

Step I

The aggrieved employee shall present their grievance within twenty (20) days of the time the employee knew or through the use or reasonable diligence should have known of the act, event, or default of the School District, School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement. The aggrieved employee shall file their grievance in writing with the principal or other head of a school, if assigned to a school, and if not assigned to a school, then their immediate supervisor, other than a member of the Teacher's' Bargaining Unit, who is not a member of the Paraprofessional Bargaining Unit, and which writing shall state the nature and date of the violation to the best of the aggrieved employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied, or misinterpreted, and the relief or action sought by the aggrieved employee. The principal or supervisor shall immediately set a hearing date within ten (10) days of filing and notify the Union and the aggrieved employee. A decision in writing by the principal or supervisor shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee, the Union, and the Human Resources Manager. Appeal from this decision shall be taken by the aggrieved employee within ten (10) days of the communication of the decision to him/her.

Step II

In the event the aggrieved employee is not satisfied with the decision at Step I, or at the option of the Human Resources Manager, the Human Resources Manager or their designee shall set a hearing within twenty (20) days of the filing of an appeal with him/her by the aggrieved employee, or within twenty (20) days of communication to him/her (the Human Resources Manager or their designee) of the decision at Step I, and shall so notify the aggrieved employee, principal, or supervisor, and the Union. The Human Resources Manager or their designee shall then proceed to such hearing and notify the aggrieved employee, principal or supervisor, and the Union, of their decision in writing within ten (10) days of the hearing.

Arbitration

The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II. Such appeal shall be in writing and filed with the Human Resources Manager. The Human Resources Manager shall immediately make written request to the Director of the Bureau of Mediation Services for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, 179A.21, Subd. 2. Upon receipt of such list, and within five (5) days thereafter, the Union and the School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin, unless the School District and Union can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to a hearing of the grievance and make their decision within thirty (30) days of the hearing. Their written decision shall state the facts and Articles of the Agreement on which their decision relies, shall include their conclusions and the relief to be given, if any, and shall be final and binding on the Union and the School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District, and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter, or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement, nor shall the employee have authority to determine whether any of the provisions of this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration including the taking of a verbatim report, but each of them (the School District and Union) shall pay the cost of their own witnesses, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed at the time therefore.

Miscellaneous Provisions

Section– 1 - The Union may file a group grievance on behalf of several employees of the bargaining unit at Step II of this procedure if the act, event, or default of the School District, School Board' it's employees, agents, or contractors is alleged to have violated, misapplied, or misinterpreted this Agreement so as to directly affect at least ten (10) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the School District or appropriate hearing officer may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement at any step of the grievance procedure and shall so notify the Union.

Section 2 – The days specified are working days. The time limits specified herein may be waived or extended by mutual agreement of the parties and notice to the Union if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.

Section– 3 - Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision

of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.

Section– 4 - Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. In the case of an event, act, or default which is of a continuing nature, the employee and Union shall waive their rights to any relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.

Section– 5 - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.

Section– 6 - All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of an aggrieved employee or employees, such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Human Resources Manager shall first authorize any hearings at Step I during work hours.

Section– 7 - Any decision which is mailed shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

ARTICLE 14
Leaves

Section 1 - Sick Leave.

a. Employees holding a position in the classified service who have served at least six (6) months of the required probationary period shall be granted sick leave with full pay at the rate of accumulation of 0.06 times the regular scheduled number of hours paid, accumulative to a maximum equal to one-hundred seventy (170) times the scheduled number of hours worked per day. Such leave may not be used during the first six (6) months of active employment with the School District. Employees will not accrue sick leave during summer work assignments. However, employees may use accumulated sick leave when ill during summer work assignments. To obtain approval for use of sick leave, employees must notify their supervisors as soon as possible, but no later than the time they are scheduled to report for duty, except when past practice has established an earlier notifying time. Employees will obtain prior approval for the purpose of medical, dental, optical examinations or treatments, except where an emergency precluded prior notice and approval. (See Article 20, Insurance and Hospitalization Coverage regarding requirements for continuous insurance and hospitalization coverage.)

b. ***Sick Leave - Family Leave.*** Eligible employees under this Agreement shall be allowed a maximum of twenty (20) days per year for absences due to a serious illness, or injury in the immediate family requiring the care or attendance of employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the employee". ***"Family"*** shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this regulation shall include parent, stepparent, mother-in-law, father-in-law, sibling, spouse, adult child, grandparent, and grandchild. This shall also apply to foster relationships of the above-listed categories. A ***"registered domestic partner"*** shall mean an individual who has been registered through the city of Duluth.as a domestic partner of an

employee of the District. The School District may require a supporting written statement from the attending physician for any family medical leave. No employee, unless officially assigned to special duty, shall be granted sick leave for any injuries or illness resulting from any gainful employment on any job other than their regular School Board employment. Any employee removed from the payroll because the employee has used all accumulated vacation and sick leave shall be considered to be on leave not to exceed one (1) year and shall be reinstated in their position upon filing with the appointing authority a certificate of physical fitness to perform the duties of their position, signed by a doctor who shall be chosen and compensated by the School Board. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days of sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota State Statute §181.9413 (2013).

c. ***Death in Family.*** Full pay for absence not to exceed three (3) days for a death locally, and five (5) days if the funeral is held more than 150 miles from the City of Duluth, shall be granted to eligible persons covered by this Agreement, to attend a funeral in their immediate family. This leave shall be deducted from sick leave.
   1. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
   2. Definition "of ***"family"*** under death in the family shall constitute members of the immediate family including spouse, father, mother, brother, sister, child (biological, step, adopted or foster), grandparent, grandchild, in-laws, aunts, uncles, nieces and nephews. This shall also apply to domestic partners as defined by City of Duluth Legislative Code Chapter 29D, Section 29D 1 through 5.

d. ***Former Employee May Have Sick Leave Reinstated.*** A former employee in the classified service of the School Board, who is reinstated under Article 11 to a position in the classified service, shall have their previously accumulated and unused balance of sick leave reinstated and placed to their credit.

e. ***The Appointing Authority Shall Require Certificate of Sick Leave.*** If an employee is absent from duty because of personal illness for more than three (3) consecutive days, or absent the day before and/or the day after a holiday because of personal illness, it will be necessary for him/her to file a certificate of illness from a reputable medical professional.

   In lieu of a medical certificate, when such certificate would normally be required, the employee's signed statement explaining the nature of their illness may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians or remoteness of locality. If an employee is believed to be abusing sick leave privileges, the employee shall be advised that because of their questionable sick leave record, a medical certificate may be required for each subsequent absence of sick leave, whether or not such absence exceeds three (3) days; failure to furnish such written explanation shall preclude such employee from being allowed such absence as sick leave.

f. ***Sick Leave Bank.*** Each new contract employee, upon completion of six (6) months employment, shall contribute one (1) day to the sick leave bank. This deduction shall be deducted from such employee's accrued sick leave in either October 1 or May 1, whichever comes first. Employees who exhaust all accrued vacation, personal leave and sick leave, may borrow from the sick leave bank. The sick leave bank by-laws specify the required documentation to access the bank and rate of repayment. Human Resources and the Union will provide this information to employees upon request.

The sick leave bank shall be administered and be subject to the conditions, rules and regulations as adopted by the governing committee. The committee shall consist of three paraprofessionals appointed by the Union and three members appointed by the Superintendent, including the Human Resources Manager and/or their designee, who shall act as chairperson. The committee shall meet as needed. Meetings may be called by the Human Resources Manager or their designee or the Union to discuss the sick leave bank. The committee may modify the rules and regulations.

Section– 2 - Special Leave of Absence.

a. Any employee holding a position in the classified service who desires to engage in a course of study such as will increase their usefulness on their return to the classified service, or who for any reason considered reasonable by the appointing authority desires to secure leave from their regular duties, may, on written request approved by the appointing authority and the School Board, be granted special leave of absence without pay for a period not exceeding one (1) year, which leave may be extended up to one (1) additional year. All employees with three (3) years of continuous service in the Unit shall qualify for a special leave of absence without pay if requested in accordance with this Article. The leave of absence will be considered" a "B" leave of absence. Such leave shall be granted only once every three (3) years per employee. The employee on such leave will be required to advise the School Board of their intention to return at least two (2) weeks before returning to work. Returning employees will be placed on the re-employment list and secure positions for the following school year according to Article 5, Section 2 of this Collective Bargaining Agreement.
b. Special leave to be in writing. Any employee asking for special leave without pay shall submit, on forms prescribed by the School District, their request for special leave stating the reason the request should be granted, the date when the employee desires the leave to begin, and the probable date of their return. A maximum of five (5) days of leave without pay will be granted per school year, unless pre-approved by the Superintendent or designee. No leave without pay will be approved unless prior notice has been given.
c. Union Leave. Upon the written request of the Union, leave shall be granted to employees who are elected or appointed by the Union to serve on a union negotiating team. Local union stewards, local union officers, union officers or other employees who may be elected or appointed by the Union or Local Union to perform duties for the exclusive representative shall be granted time off, provided that the granting of such time off does not adversely affect the operations of the School District. Requests for Union leave shall include the anticipated number of days requested, as well as the dates of the leave.

   Upon the written request of the Union, leave shall be granted to employees who are appointed full-time representatives of the Union. Annually, the School District may request the Union to confirm the employee's continuation on Union leave.

   Leave time for service on a union master negotiating team/assembly, supplemental negotiations, School District meet and confers, and attendance at meet and confers established by this Agreement shall be considered as paid leave for purposes of vacation leave and sick leave accrual. Leave time for service on a union master negotiating team and attendance at meet and confers established by this Agreement shall also be considered as paid leave for purposes of eligibility for holiday pay.

   Reinstatement after leave. An employee on an approved leave of absence is required to contact the School District if an extension is being requested. Failure to contact the School District about an extension prior to the end of the approved leave shall be deemed to be a voluntary resignation, and the employee shall be severed from the School District.

Employees returning from extended leaves of absence (one month or more) shall notify the School District at least two (2) weeks prior to their return from leave. Employees may return to work prior to the agreed upon termination date with the approval of the School District. Employees returning from unpaid leave of absence shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence. No seniority will be lost.

Union leave of absences of less than one (1) school year shall be filled through the temporary assignment language in Article 7, Section 4.

When an employee returns from an approved leave of absence of more than one (1) school year, and there is a vacancy, the employee shall be reinstated to that vacancy, provided that no employee with more seniority has bid on the position. If a more senior employee has successfully bid on the position, the employee returning from the approved leave of absence shall be selected for the position vacated by the successful bidder.

Section– 3 - Special Leave of Absence (FMLA & Parental).

a. ***Parental Leave.*** Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, parental leave shall be granted to the end of the school year. In order to be eligible for a parental leave, the employee must request the parental leave in writing to the Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

   If during parental leave the School District experiences a layoff and the employee would have lost their position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

   Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act Policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act Policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

   Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual Agreement of the School District.

b. ***Special Leave of Absence (FMLA).*** Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the School District's Family and Medical Leave Act Policy, which Policy shall be in compliance with the Family and Medical Leave Act.

Section– 4 - School Board to Determine Status of Employee on Return.

a. For each separate case of special leave without pay, the School Board shall at the time it approves the leave, determine whether the employee granted such leave shall be entitled to their former position on their return from such leave or whether their name shall be placed on the re-employment list.

Employees are normally reinstated to their original position where the leave is mandated by state statute.

Section– 5 - Military Leave of Absence.

a. Any employee while holding a permanent position in the classified service of the School Board, who, shall become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, shall be granted a leave of absence without pay for the term of said military service and shall, upon receiving a discharge from such military service, be reinstated to said position.

b. Reinstatement of employee on military leave of absence. Reinstatement of any employee on military leave of absence shall be at the same salary which the employee would have received had the employee not taken such leave and shall be upon the following conditions:
   1. That the position has not been abolished;
   2. That the employee is not physically or mentally disabled from performing the duties of such position;
   3. That the draftee or enlistee makes written application for reinstatement to the appointing authority within ninety (90) days after termination of service and the employee assigned to training duty, makes application for reinstatement within forty-five (45) days;
   4. That the employee submits to the appointing authority an honorable discharge or other form of release by proper authority indicating that their military or naval service was satisfactory.

c. Upon reinstatement of any employee who has been on military leave of absence, said employee shall have such rights as provided in federal and state laws and regulations.

d. ***Employee on Probation May Receive Military Leave of Absence.*** Any employee who has been appointed to a permanent position in the classified service of the School Board who, subsequent to September 16, 1940, shall have become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, who has not served the required probationary period for said position at the time of becoming a member of said armed forces shall, with the approval of the appointing authority and the School Board, at the date that the employee becomes a member of the armed forces of the United States, be considered to have completed said probationary period and shall thereafter have full status as though a full probationary period had been served and shall be granted a military leave of absence in accordance with the rules set out herein and shall, upon completion of such military service, if the employee is physically and mentally able to perform the duties of the position, be reinstated to the position which the employee held at the time of becoming a member of said armed forces in accordance with the rules herein before set out.

e. ***Vacancy Caused by Military or Special Leave of Absence to Be Known as Temporary Vacancy in Permanent Position.*** A vacancy created by an employee receiving a military or special leave of absence shall be filled by the provisions in Article 7, Section 4.

f. ***Name of Substitute to Be Placed on Re-Employment List.*** The name of any person appointed to a temporary vacancy in a permanent position as a substitute shall, upon the re-instatement of the regular incumbent, be placed upon the re-employment list.

g. ***Substitute May Be Appointed as Regular Incumbent.*** If it shall have been determined that the regular employee who has been on a leave of absence is physically or mentally unable or elects not to return to said permanent position said position shall be posted as a vacancy per Article 7.

h. ***Name of Substitute May Be Placed on Re-Employment List If Called into Armed Forces.*** The name of any substitute who, while acting as such, becomes a member of the armed forces of the United States in time of war or other emergency declared by proper authority, shall be placed upon the re-employment list for the proper class, if, within ninety (90) days after receiving an honorable discharge from said armed forces said substitute shall file a written request with the School Board and if said

substitute is mentally and physically capable of handling said position, provided, that if the name of more than one (1) such substitute is placed upon said re-employment list, such names shall be arranged on said list in the order of original appointment.

i. Military leave of absence with pay up to fifteen (15) calendar days per year as required by Minnesota Statutes, Section 192.26 or any act amendatory thereof. Where possible, all military leave with pay shall be taken while the employee is not working, and no employee under this Agreement shall request of the military unit to which the employee is assigned, or the commander thereof, that the employee be assigned or authorized military duty for which the employee would be entitled to leave with pay from the School District during the time the employee is working.

Section– 6 - Jury Duty.

a. When an employee is selected for jury duty, upon prompt notification to their supervisor, the employee shall be released from their regular assignment for such duty on those days the employee is directed by the court to report for duty. The employee, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the employee shall make a request to the court for release from that assignment prior to being placed on the jury.

b. While on jury duty an employee will be paid the regular contractual salary of the job, which they were scheduled to work. However, their jury per diem pay excluding mileage and expense money received by the employee is to be surrendered to the School District.

Section– 7 - Any other reason for which the granting of a leave of absence is required by law.

Section– 8 - Any paraprofessional on leave of absence may, if the employee so elects, remain in the School District's hospitalization group provided the employee pays all the premiums in advance to the School District.

Section 9 – Holidays, Personal Leave Day, School Closings/Spring Break Make-up Time.

a. ***Holidays.*** All employees within the bargaining unit who are regularly scheduled to work on a holiday, shall receive as paid holidays:

Labor Day
Education Minnesota in October
Thanksgiving -Fourth Thursday in November
The day after Thanksgiving
Christmas Eve – December 24
Christmas Day – December 25
New Year's Eve Day – December 31
New Year's Day – January 1
Martin Luther King Jr. Day
President's' Day – Third Monday in February
First day of spring recess
Memorial Day – Last Monday in May

*For those employees whose regular position calls for a work year which extends beyond forty-two (42) weeks, or for employees who have accepted a summer assignment and work 16 hours a week during the months of June and July, Juneteenth and July 4th.

Whenever a holiday falls on Saturday, the preceding day shall be a paid holiday instead; if on Sunday, the following day shall be a paid holiday instead.

b. ***Personal Leave.*** All employees within the bargaining unit may take three (3) personal leave days per year at a time approved by the employee's supervisor and agreeable with the employee. The days will be deducted from the employee's sick leave balance.

c. ***School Closing.*** When a school or schools are closed by order of the Superintendent or their designee because of snow or other emergency, the paraprofessionals assigned to the building or buildings shall be compensated for the first two days with no deduction from the employee's sick leave balance. For days three through seven, e-learning will be utilized. Any additional days beyond seven will be deducted from the employee's sick leave balance at the employee's choice or the employee can choose to take leave without pay.

e. ***Two Hour Late Start.*** When a school or schools start two (2) hours late by order of the Superintendent or their designee because of snow or other emergency, the paraprofessionals assigned to the building or buildings shall be compensated for two (2) hours. Such hours will be deducted from the employee's sick leave balance at the employee's choice or employee can choose to take leave without pay.

Section 10 – Vacations. Employees in this unit shall not be entitled to vacation except as provided hereafter in this Article. Employees assigned to a position for forty-one (41) weeks or more per year, and those assigned for a thirty-eight (38) week work year who receive or accept an assignment to be worked during the summer months, and work a minimum of ten (10) hours per week during the summer months shall be entitled to earn vacation in accordance with the following schedule:

Number of Weeks Worked	Vacation Earned
41	3 Days
42	3 Days
43	4 Days
44	4 Days
45 or More	5 Days

On September 1, a determination will be made as to the number of weeks worked in the previous contract year. Using the chart above, the number of days shall then be determined and credited to a vacation account for the individual in hours. The number of hours so credited may be taken as vacation during the succeeding twelve (12) month period at times that meet with the approval of the employee's supervisor.

ARTICLE 15
Employee Personnel Files and Policies

It is recognized by both parties that employee's personnel files may contain evaluations and material received from outside sources, which is solicited with the understanding that it will be kept confidential. It is further recognized that employees generally have the right to know how they stand with respect to evaluations made of their performance in this system.

Section 1 - Employees shall have the right to inspect and to obtain copies at their expense of all evaluations on file relating to the individual employee and submit for inclusion in the file written information in response to any such material.

Section 2 - All service ratings shall be reviewed with the employee by their supervisor prior to filing. The employee shall be requested to sign the evaluation to indicate that the employee has reviewed the same, and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation.

The employer may establish and enforce reasonable personnel policies that are not in conflict with the provisions of this Agreement. Such policies shall be applied and enforced without discrimination. The employer shall provide copies of any proposed changes in personnel policies to the Union prior to posting.

New or amended personnel policies shall be posted on appropriate bulletin boards not less than fifteen (15) calendar days before their effective date.

ARTICLE 16
Union Security

Section 1 - Upon receipt from the Union of its membership list, the School District shall arrange to deduct from each such Union member's wages the monthly Union dues of such employee and shall remit the same to the appropriate Union representative or its assignee as may be properly designated. In addition, the School District shall check off from the earnings of any employee within the bargaining unit who is not a member of the Union the ***"fair share"*** fee required by law upon appropriate action being taken by the Union pursuant to law, such sum not to exceed the monthly dues of Union members.

Section 2 - The employer shall deduct from the wages of any employee who is a member of the Union, PEOPLE (Public Employees Organized to Promote Legislative Equality) program a deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer shall remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 17
Access to Premises

Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the employee during their scheduled working hours. Union representatives must sign in at the office of the building, which they are in.

ARTICLE 18
No Strike Clause

AFSCME Council 5, Local 66 and the employees covered under this Agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement, except as otherwise permitted by law.

ARTICLE 19
Savings Clause

This Agreement is subject to the laws of the State of Minnesota and at any time any provision is in conflict and held to be contrary to law by a court of competent jurisdiction from which final judgment of decree no appeal has been taken within the time provided; such provision shall be void and inoperative. All other provisions shall continue in force and effect. The voided provision shall be renegotiated at the request of either party.

ARTICLE 20
Insurance and Hospitalization Coverage

Section 1 – Eligibility. The School District shall make available to each employee within this bargaining unit who regularly works twenty-four (24) or more hours per week during the school year the same group health

insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents. The School District shall make the same employer contributions for employees in this bargaining unit and their dependents as are paid for employees within the teacher bargaining unit.

Any change to the coverage of the School District health insurance policy (as contracted with the School District's contribution to the premium), negotiated by the exclusive representative of the Duluth Federation of Teachers, during the term of the contract shall be promptly presented to the Union. Employees covered by this contract shall then vote on these changes.

Employees do not have to be enrolled in the medical/hospitalization insurance to be eligible for long-term disability, life insurance, and dental insurance.

Section 2 – Dental. The employer shall pay, on behalf of each employee in the unit who is eligible (20 or more hours per week) for medical/hospitalization coverage under Section 1 of this Article, a monthly premium for single basic dental insurance. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from their earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

Section 3 – Life Insurance. The employer shall pay, on behalf of each employee in the unit who is eligible (20 or more hours per week) for medical/hospitalization coverage under Section 1 of this Article, a monthly premium for basic life insurance. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from their earnings to purchase additional life insurance. Only such options as are available in the life insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

Section 4 – Long Term Disability (LTD). The School District will pay the cost of an LTD income protection plan for those eligible (20 or more hours per week) employees in the bargaining unit. This plan shall be continued in effect for employees with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or improved level as the plan in effect on the date of this Agreement. Each employee may at their option elect to have the payments added to their taxable salary provided the employee authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment for the next calendar year.

Section 5 – Leaves of Absence. No benefits shall be lost by the Employee during unpaid leaves of absence thirty (30) calendar days or less, unless not qualified under Section 6. The only exception is if they qualify for the Family Medical Leave Act (FMLA) due to medical reasons. Should the employee be on a leave of absence without pay for greater than 30 days, their insurance will be terminated the end of the month in which they last worked and/or were on paid status. The employee will be sent a COBRA notice. COBRA requires the employee to pay the full premium should they elect coverage.

Section 6 – Summer Coverage. Paraprofessional members who are eligible for School District insurance will receive coverage for the summer only if they complete the school year. These employees must be at work, on a paid leave, or FMLA on the last day of the school year to be eligible for July and August.

Section 7 - Health Care Savings Plan (HCSP).

1. ***Eligibility.*** Eligible employees shall receive a contribution of unused sick leave benefits, as defined below, to a Health Care Savings Plan (HCSP). To be eligible to receive the Health Care Savings Plan

benefits, an employee must be immediately eligible for a Minnesota pension plan at separation of service.

2. ***Maximum Days.*** The number of unused and accumulated sick leave days up to a maximum of one-hundred fifty (150) times the scheduled number of hours worked per day times the hourly rate in effect at the time of retirement.
3. ***Discount Calculation.*** The amount of unused sick leave multiplied by the employee's daily rate of pay (DRP) excluding over time, will be discounted by three percent (3%). The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.
4. ***Participation in the District Health Plan.*** Retired employees will be allowed to participate in the District's group health and dental plans at their own expense pursuant to applicable State and Federal laws. Monthly premiums will be paid one month in advance to the School District.

A HCSP is an individual tax-free account to be used for reimbursement of post-employment medical expenses per the laws/rules governing the HCSP. The HCSP is administered by the Minnesota State Retirement System (MSRS) and the utilization of the HCSP is governed by MSRS Plan policy.

Section 8 - Dental. The employer shall pay, on behalf of each employee in the unit who is eligible for medical/hospitalization coverage under Section 1 of this Article, a monthly premium for single basic dental insurance. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from their earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

ARTICLE 21
Work Related Damage to Personal Items

When an employee, while on the job with ISD 709, suffers the loss of their eyeglasses or contact lenses or personal hearing devices, due to physical contact with a student, the School District shall reimburse such employee the fair and reasonable cost for repair or replacement of the item(s). The employee shall file an accident report for such reimbursement claim.

ARTICLE 22
Professional Development

Participation in the Professional Development program is required for all members of the bargaining unit of this agreement. All employees of the bargaining unit shall be offered at least seven (7) days of job appropriate in-service training to be offered based on the training calendar. An employee shall be paid their regular rate of pay for all hours of in-service training attended, even if the training lasts longer than the employee's regularly scheduled day. During student contact days, if the in-service training is less than an employee's regularly scheduled number of hours, such employee shall return to work and be paid up to the employee's regular number of hours. By the last Monday of the current school year a paraprofessional calendar, including a schedule of training dates for the following school year will be provided by the District to all Paraprofessionals. All employees should refer to the calendar for required work and training dates.

ARTICLE 23
Renewal

Section 1 - This Agreement shall continue and remain in full force and effect until the first day in July 2025, and from year to year thereafter unless either party hereto shall give written notice to the other not more than ninety (90) days nor less than sixty (60) days prior to June 30, 2025; of such party's desire to inaugurate collective bargaining discussions over changes of any one (1) or more Articles of this Agreement. Notice and substance of changes desired shall be included with the written notice. The other party shall have fifteen (15) days thereafter to respond with its proposals.

Section 2 - This Agreement is not subject to re-negotiation during the term hereof, unless mutually agreed upon between the parties; provided, however, this does not deny employees redress under the normal grievance procedure when it pertains to wages, hours, and terms and conditions of employment.

Dated at Duluth, Minnesota this 19th of September, 2023.

IN WITNESS WHEREOF, the parties have, by and through their duly authorized officers, executed this Agreement on the date first above mentioned.

AFSCME COUNCIL 5, LOCAL 66

By: _____
Field Representative

By: Crystal Kreklow
Field Director

By: _____
Local 66 President

INDEPENDENT SCHOOL DISTRICT NO. 709

By: _____
Chairperson, School Board

By: _____
Clerk, School Board

ADDENDUM A1

2023-2024 WAGES

Pay Grp	Classifications	Step 1 0-12 mos.	Step 2 12+ mos.	Step 3 2+ yrs.	Step 4 4+ yrs.	Step 5 6+ yrs.	Step 6 8+ yrs.	Step 7 10+ yrs.	Step 8 12+ yrs.	Step 9 14+ yrs.
1	Instructional Paraprofessional	15.83	16.67	16.83	16.98	17.18	17.43	17.65	17.90	18.23
2	ECFE Paraprofessional Early Childhood Support and Screening Assistant	16.56	17.46	17.59	17.74	17.92	18.18	18.39	18.66	18.97
3	Certified Lifeguard Paraprofessional Supervisory Paraprofessional	17.31	18.24	18.36	18.53	18.70	18.96	19.18	19.41	19.78
4	Headstart Paraprofessional Health Paraprofessional Sign Language Facilitator Special Education Building-wide Paraprofessional Special Education Child-Specific Paraprofessional	18.30	19.17	19.30	19.46	19.69	19.89	20.15	20.36	20.72
5	American Indian Home School Liaison Community Liaison Paraprofessional Cultural Immersion Program Paraprofessional Management Information Systems Paraprofessional Special Education Program Paraprofessional (setting III/IV) Special Education Child-Specific Paraprofessional (Setting III/Setting IV) Technical Tutor Technical Tutor/Auto Mechanic Technical Tutor/Evaluation & Testing Technical Tutor/Industrial Technician	19.47	20.31	20.46	20.65	20.80	20.99	21.30	21.50	21.84
6	Certified Occupational Therapist (COTA) Health Paraprofessional/LPN Physical Therapy Assistant (PTA) Special Education Paraprofessional/LPN	23.47	24.32	24.52	24.68	24.81	25.08	25.30	25.51	25.81
7	Mental Health Practitioner Pre-Licensed ASL Interpreter* Pre-Licensed Cued Speech Transliterator* *Must have completed certification as required for District reimbursement.	24.67	25.46	25.63	25.77	25.94	26.22	26.41	26.68	26.98
8	Licensed Cued Speech Transliterator Licensed Sign Language Interpreter/Transliterator Special Education Paraprofessional/RN	29.60	30.12	31.25	32.40	33.53	34.68	35.80	36.97	38.12

Longevity - Employees with fifteen (15) years of service based on their seniority date will receive $460 per year to be paid in a lump sum amount on the second pay period in May of each year.

ADDENDUM A2
2024-2025 WAGES

Pay Grp	Classifications	Step 1 0-12 mos.	Step 2 12+ mos.	Step 3 2+ yrs.	Step 4 4+ yrs.	Step 5 6+ yrs.	Step 6 8+ yrs.	Step 7 10+ yrs.	Step 8 12+ yrs.	Step 9 14+ yrs.
1	Instructional Paraprofessional	16.31	17.17	17.34	17.49	17.70	17.95	18.18	18.44	18.78
2	ECFE Paraprofessional Early Childhood Support and Screening Assistant	17.06	17.98	18.12	18.27	18.46	18.72	18.94	19.22	19.54
3	Certified Lifeguard Paraprofessional Supervisory Paraprofessional	17.83	18.79	18.92	19.09	19.27	19.53	19.75	19.99	20.37
4	Headstart Paraprofessional Health Paraprofessional Sign Language Facilitator Special Education Building-wide Paraprofessional Special Education Child-Specific Paraprofessional	18.85	19.74	19.88	20.04	20.28	20.49	20.75	20.97	21.35
5	American Indian Home School Liaison Community Liaison Paraprofessional Cultural Immersion Program Paraprofessional Management Information Systems Paraprofessional Special Education Program Paraprofessional (Setting III/IV) Special Education Child-Specific Paraprofessional (Setting III) Technical Tutor Technical Tutor/Auto Mechanic Technical Tutor/Evaluation & Testing Technical Tutor/Industrial Technician	20.05	20.92	21.07	21.27	21.42	21.62	21.94	22.14	22.49
6	Certified Occupational Therapist (COTA) Health Paraprofessional/LPN Physical Therapy Assistant (PTA) Special Education Paraprofessional/LPN	24.18	25.05	25.26	25.42	25.56	25.83	26.06	26.28	26.59
7	Mental Health Practitioner Pre-Licensed ASL Interpreter* Pre-Licensed Cued Speech Transliterator* *Must have completed certification as required for District reimbursement.	25.41	26.23	26.40	26.54	26.71	27.01	27.20	27.48	27.78
8	Licensed Cued Speech Transliterator Licensed Sign Language Interpreter/Transliterator Special Education Paraprofessional/RN	30.49	31.02	32.19	33.38	34.53	35.72	36.88	38.08	39.26

Longevity - Employees with fifteen (15) years of service based on their seniority date will receive $460 per year to be paid in a lump sum amount on the second pay period in May of each year.

Memorandum of Understanding
Paraprofessional Reclassification

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District No. 709, Duluth ("District") and the Paraprofessionals Unit ("Union").

WHEREAS, the Union and the District are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for paraprofessionals employed in positions within the paraprofessionals bargaining unit;

WHEREAS, the following employees are currently employed with the District as Special Education Building-Wide Paraprofessionals:

Mark Anderson
Jolene Collard
Kristi Dupree
Mary Hughley
Lisa Lewis
Lisa Porter Donahue
Hannah Mickelson
Linda Peterson
Jesse Schomberg
Jennifer Shorter
Deb Specht

WHEREAS, these employees have been performing duties aligned with a Special Education Program Paraprofessional;

NOW, THEREFORE, the Union and the District agree to reclassify the above employees to the classification of Special Education Program Paraprofessional, starting for the 2023-2024 school year, and adjust their compensation according to the CBA;

The parties agree that nothing in this Memo of Understanding may be deemed to establish a precedent or practice or to alter any existing precedent or practice raisins out of or relating to any collective bargaining agreement. No party may refer to this Agreement or submit it in any proceeding or case as evidence of a precedent or practice.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates set forth below.

For _____
Independent School District No. 709

Dated: 12/21/2023

For _____
Paraprofessionals Unit

Dated: 12/12/23

For _____
Bargaining Unit Chair

Dated: 12/22/2023

Memorandum of Understanding
2024 ESY Summer Program Retention Stipend

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District No. 709, Duluth ("District") and the Paraprofessionals Unit ("Union").

WHEREAS, the Union and the District are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for paraprofessionals employed in positions within the paraprofessionals bargaining unit;

WHEREAS, there are continued staffing shortages in the ESY Summer Program and the District would like to offer retention incentives to respond to and address this problem;

WHEREAS, the District is willing to agree, on a one-time basis, to pay a $250 retention stipend during the 2024-25 contract year to employees within the payment schedule and eligibility criteria defined below;

WHEREAS, the parties agreed to document the one-time retention stipend in a memorandum of understanding separate from the CBA;

NOW, THEREFORE, the Union and the District agree as follows:

For purposes of this MOU, the term "Employee" refers to individuals employed in an ESY summer program position that is in the paraprofessional's bargaining unit represented by the Union.

1. Employees who meet the eligibility criteria set forth in Paragraph 3 will receive a one-time retention stipend in the amount of $250 for working the entirety of the three-week 2024 ESY Summer Program (July 15 - August 1, 2024).

2. An Employee is eligible to receive the retention stipend if the following criteria is met:

    a. Employees hired and employed prior to the start of the 2024 ESY Summer Program are eligible if they remain employed through the end of the program and work all scheduled days. One pre-approved day of absence or emergency sick day is allowed. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle following the completion of the ESY Summer Program.

    b. Employees who do not meet the requirements set forth in Paragraph 3 are not eligible for the retention stipend.

This MOU is separate from and not part of the CBA. This MOU does not establish any precedent or practice that will continue after August 1, 2024. No party may present or rely on this MOU as establishing any precedent or practice extending beyond August 1, 2024. This MOU will expire on August 1, 2024.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates set forth below.

For Theresa Sevrance
Independent School District No. 709

Dated: 7/16/24

For Matt Davis
Paraprofessionals Unit

Dated: 7-16-2024

Docusign Envelope ID: 0DB21903-454C-46F8-8463-A68DBA0C6C50

Memorandum of Understanding
Mandatory Training

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District No. 709, Duluth ("District") and the Paraprofessionals Unit ("Union").

WHEREAS, the Union and the District are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for paraprofessionals employed in positions within the paraprofessionals bargaining unit;

WHEREAS, the Union and the District have a common interest in enhancing the professional skills of paraprofessionals;

WHEREAS, the 2023-2025 CBA included 16 hours of required mandatory online training, of which could only be logged during any of the specified days as negotiated, in any combination;

WHEREAS, the parties agreed to document the CBA amendment in a memorandum of understanding separate from the CBA;

NOW, THEREFORE, the Union and the District agree as follows:

1. For the 2024-2025 contract year, the mandatory requirement for each paraprofessional to complete 16 hours of online training will be removed; and all paraprofessionals will have the opportunity to voluntarily participate in up to 16 hours of online training;

2. Paraprofessionals who participate in the voluntary online training will be compensated at their regular hourly rate of pay for up to a maximum of 16 hours; and compensation for these hours shall not include any form of overtime pay, regardless of the paraprofessional's total weekly hours;

3. Paraprofessionals are eligible to receive the online training compensation if the following criteria is met:

    1. All voluntary training sessions must be pre-approved by the District; and paraprofessionals must either choose an online training that is on the pre-approval list, or seek approval from their supervisor prior to commencing the online training to ensure eligibility for compensation;

    2. All voluntary training sessions must be completed between August 26, 2024 and May 2, 2025; and not during regular working hours;

    3. That paraprofessionals are required to submit a certificates of completion, for each online training session, indicating the hours of training, to the Human Resources Offices or emailed to humanresources@isd709.org at no later than May 16, 2025;

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4. Employees who do not meet the requirements set forth above are not eligible for the additional online training compensation.

This MOU is separate from and not part of the CBA. This MOU does not establish any precedent or practice that will continue after June 30, 2025. No party may present or rely on this MOU as establishing any precedent or practice extending beyond June 30, 2025. This MOU will expire on June 30, 2025.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates set forth below.

For Theresa Severance
Independent School District No. 709

Dated: 8/21/24

For DocuSigned by: Heather Davis 0A8D98D041134E3...
Paraprofessionals Unit

Dated: 8/21/2024

CALENDAR
School Year 2024-25
Independent School District #709
Duluth, Minnesota

	2024-2025	
School Year Begins*	August 26, 2024	
School Year Closes*	June 6, 2024	
Opening of School (with students)	September 3, 2024	
Staff Professional Development	August 26. 2024	
Staff Meeting/Professional Development	August 27, 2024	
Professional Development/Work Day	August 28, 2024	
Paraprofessional Work Day	August 29, 2024	
No School Staff/Students (Non-Contract Day)	August 30, 2024	
Labor Day	September 2, 2024	
Professional Development Day	October 14, 2024	
Teachers Convention (MEA)	October 17 & 18, 2024	
Professional Development Day	November 27, 2024	
Thanksgiving & Friday following	November 28 & 29, 2024	
Winter Recess	December 23- January 1	Resumes January 2, 2025
Professional Development Day	January 17, 2025	
Martin Luther King Jr. Day	January 20, 2025	
Presidents' Day	February 17, 2025	
Winter Break	February 18-21, 2025	
Professional Development Day	February 24, 2025	
Spring Break	March 31-April 4, 2025	
Memorial Day	May 26, 2025	
Professional Development Day	May 27, 2025	

*August 26, 2024 is the start date only for all paraprofessionals.
*June 6, 2025 is a regular work day for all paraprofessionals.

See 2024-25 Paraprofessional Calendar for other Holidays and other Non-Contract Days

2024-25 Paraprofessional Calendar

JULY 2024

S	M	T	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST 2024

S	M	T	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26 Staff Dev	27 Staff Dev	28 SD/Wrk	29 Para Wrk	30	31

SEPTEMBER 2024

S	M	T	W	TH	F	SA
1	2 Labor Day	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2024

S	M	T	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 Staff Dev	15	16	17	18 MEA	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 2024

S	M	T	W	TH	F	SA
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27 Staff Dev	28 Thanksgiving	29	30

DECEMBER 2024

S	M	T	W	TH	F	SA
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23 Wntr Brk	24 Christmas Eve/Day	25	26 Wntr Brk	27 Wntr Brk	28
29	30 Wntr Brk	31 NY Eve				

JANUARY 2025

S	M	T	W	TH	F	SA
			1 NY Day	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17 Staff Dev	18
19	20 MLK Day	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 2025

S	M	T	W	TH	F	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17 Pres Day	18	19	20	21	22
23	24 Staff Dev	25	26	27	28	

MARCH 2024

S	M	T	W	TH	F	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL 2025

S	M	T	W	TH	F	SA
		1	2 Spring Brk	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY 2025

S	M	T	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26 Mem Da	27 Staff Dev	28	29	30	31

JUNE 2025

S	M	T	W	TH	F	SA
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Staff Development/Para Workday

Para Paid Day (if normal work day)

Holiday (**paid if regularly scheduled to work on that day**)

Pay Days - **paid 2 weeks behind**

Non-Contract Days & Winter Break

RESOLUTION

Food Service Employees Collective Bargaining Agreement

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District #709 and Food Service Employees, a summary of which is in the hands of all School Board members, be approved and adopted for the periods July 1, 2023 to June 30, 2025, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

Resolution HR-9-23-3986 September 19, 2023

COLLECTIVE BARGAINING AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT #709
DULUTH.MINNESOTA

and

FOOD SERVICE EMPLOYEES

EFFECTIVE DATES

July 1, 2023
To
June 30, 2025

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AGREEMENT

Between

AFSCME Council 5

And

Independent School District No. 709
St. Louis County, Minnesota

THIS AGREEMENT, entered into by and between AFSCME Council 5, herein referred to as the ***"Union"*** and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, herein referred to as the ***"School District",*** and relating to terms and conditions of employment, including hours of employment, the compensation therefore including fringe benefits, and the employer's human resource policies affecting the working conditions of the employees.

NOW, THEREFORE, in consideration of the mutual promises and agreements between the parties contained herein the parties agree as follows:

ARTICLE 1

Union Recognition & Unit Description

The School District formally recognizes AFSCME Council 5 as the exclusive bargaining agent for all food service employees of the School District as are within the mutually agreed upon bargaining unit. The unit shall consist of all regular full and part-time food service personnel excluding supervisors and its clerical employees, part-time employees whose service does not exceed twelve and one half (12 ½) hours per week, or thirty-five percent (35%) of the normal work week, and employees who hold positions of a basically temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year.

The Union shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours, and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Union as exclusive bargaining agent, with any other organization or person, except as may be required by law.

ARTICLE 2

Management Rights

It is understood and agreed that the School District on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct, and control all School District functions in all particulars except as limited by the terms of this Agreement or by applicable federal and state law.

ARTICLE 3

Definitions

A. The term ***"School Board"*** as used in these rules means the School Board of Independent School District No. 709, St. Louis County, Minnesota.

B. The term ***"School District"*** as used in these rules means Independent School District No. 709, St. Louis County, Minnesota.

C. ***"Appointing Authority"*** means the School Board or a staff officer delegated to perform those functions required of an appointing authority in these rules.

D. ***"Position"*** means any office or place of employment in the classified service of the School District with duties and responsibilities calling for the full-time or part-time of one person in the performance and exercise thereof.

E. ***"Permanent Position"*** means any position in the classified service of the School District which has required or which is likely to require the services of an incumbent without interruption for a period of more than sixty-seven (67) working days in any calendar year.

F. ***"Temporary Position"*** means any position in the School District, which requires or is likely to require the services of any

incumbent for a period of sixty-seven (67) working days or less.

G. ***"Employee"*** means a person who is legally an incumbent of a position in the classified service of the School District or who is on leave of absence according to these rules and whose position is held for him/her pending his/her return.

H. ***"Substitute Appointment"*** means an appointment to fill a temporary vacancy in a permanent position caused by the temporary absence of the regular incumbent because of sickness, special leave of absence, military leave of absence, or other similar cause.

I. ***"Eligible"*** means any person whose name is on a re-employment list for a given class.

J. ***"Class"*** **or** ***"Class of Positions"*** means a group of positions established under these rules sufficiently similar in respect to the duties, responsibilities and authority thereof that the same descriptive title may be used to designate each position allocated to the class, that the same requirements as to education, experience capacity, knowledge, proficiency, ability, and other qualifications should be required of the incumbents, that the same tests of fitness may be used to choose qualified employees, and that the same schedule of compensation can be made to apply with equity.

K. ***"Title," "Class Title"*** **or** ***"Classification Title"*** means the designation given under these rules to a class, to each position allocated to the class, and to the incumbent of each position allocated to the class.

L. ***"Eligible List"*** means a list of names of persons who have been found qualified for employment in positions in the classified service, including the names of persons on the re-employment lists as hereinafter defined.

M. ***"Re-employment List"*** means a list of the names of persons arranged in the order provided by these rules who have occupied permanent positions allocated to any class in the classified service, who have been separated from the service, and who, in accordance with these rules, are entitled to have their names certified to appointing authorities when vacancies in the class are to be filled, ahead of those whose names are on the employment list for the class.

N. The term ***"Union" as*** used in this contract shall mean AFSCME Council 5.

ARTICLE 4

Seniority

A. District seniority shall consist of the total accumulated paid service of the employee in the bargaining unit. Classification seniority shall consist of the total accumulated paid service of the employee in a given classification and all higher classifications as provided for in Article 5.

B. Time spent on paid sick leave, special leave authorized by the School Board and vacation shall count toward seniority. In the case of special leaves of absence over thirty (30) days, except military and maternity, the time spent on leaves shall not be counted.

C. Any layoff because of lack of funds, work, or for other causes for which employees are not at fault, shall be made as provided by Article 9.

D. Employees, as well as the employees' Union, shall be notified in writing of any contemplated layoff prior to bid sheets being released for the following year.

E. Seniority lists shall be maintained and brought up to date as of April 15 of each year, with a copy submitted to the Union.

F. Permanent employees who are employed in a long-term substitute position in a higher classification will accrue seniority in the higher classification only if within a twelve (12) month period they are permanently hired into the higher classification. Permanent employees employed in a long-term substitute position in a higher classification will continue to accrue seniority in their former classification.

G. Permanent employees who are employed in a long-term substitute position in their classification will continue to accrue seniority in that classification.

H. For employees hired simultaneously on or after July 1, 2002, the order of seniority shall be determined by the final ranking documented on the Interview Record. The interviewee with the highest point total will be first on the seniority list followed by the interviewee with the second highest point total and so forth until all interviewees who have been offered and accepted employment have been listed. A list of the interviewees who have accepted employment and their final ranking for seniority purposes will be placed in the employee's personnel file.

I. For employees hired simultaneously on or after July 1, 2005, the order of seniority shall be determined by their birth date. Where it is determined that two (2) or more persons in the class in which the action is to occur have the same seniority date, the break in the tie shall be determined as follows: First, the employee with the earliest school year birth month, second, the employee with the earliest birthday in that month, and; lastly, if still ties, by the flip of a coin For purposes of this Section, July 1 will be considered the beginning of the school year

ARTICLE 5

Vacancies, Transfers, Demotions, Promotions

A. ***Vacancy Defined.*** A vacancy is a position expected to exceed sixty-seven (67) working days in a contract year.

B. ***Filling Of Vacancies That Occur During The School Year.*** The District must fill all vacancies either by:
   1. Posting and filling the vacancy through transfer, promotion, or demotion pursuant to Sections D and E of this Article; or
   2. Appointing a long-term substitute to fill the vacancy pursuant to Section **F** of this Article.

C. ***Filling Of Vacancies That Occur In The Summer.*** Vacancies occurring after the May bid but before the beginning of the regular school year shall be posted and filled through transfer, promotion, or demotion, or from outside the unit as provided for in Sections D and E of this Article.

D. ***Posting Requirements.*** **Vacancies shall be posted within five (5) calendar days after it has been determined that a vacancy exists. The posting will run for a period of seven (7) calendar days. Postings will go up at 4:00 p.m. and will come down at 4:00 p.m. After the last day of the school year, postings from June through the end of the week before school starts will be seven (7) calendar days. Posting will go up at 4:00 p.m. and close at 4:00 p.m. All postings shall be posted on the School District's website. In addition, Human Resources will notify employees on a weekly basis of all new job postings via email. The effective date of positions filled by transfer shall be within five (5) working days after the end of the posting period. The effective date of positions filled by promotion or through demotion shall be within thirty (30) calendar days after the end of the posting period. If these deadlines cannot be met, the Union shall be notified with the specific reasons provided therefore.**

E. ***Filling A Vacancy Through Transfer, Demotion or Promotion.*** Vacancies shall first be offered to transfer applicants, then to demotion applicants and then to promotion applicants. For the purpose of determining an applicant's transfer, demotion, or promotion status, the following ranking of job classifications is established:

   (1) Secondary Manager
   (2) Head Cook
   (3) Elementary/Residential Manager
   (4) Cook
   (5) Nutrition Services Assistant

1. ***Transfers.*** A transfer is the assignment of an employee from a position in one job classification to a position in the same job classification. The transfer of an employee shall be done according to classification seniority as defined in Article 4.

2. ***Demotions.*** A demotion is the assignment of an employee from a position in one job classification to a position in a lower classification. A demotion may be either voluntary or involuntary.

   a. ***Voluntary Demotion.*** An employee may apply for voluntary demotion if the demoting employee has the experience to meet the minimum qualifications of the lower classification job as specified by the job description and has successfully completed a probationary period in that lower level. The classification seniority for an employee who voluntarily demotes shall consist only of the total accumulated paid service of the employee in the classification to which he/she voluntarily demotes.

   b. ***Involuntary Demotion.*** The appointing authority proposing the demotion of an employee shall make his/her recommendation in writing to the School Board, and shall supply the employee with a copy of such recommendation, and such recommendation shall give the future date on which the proposed demotion is to become effective, the class to which it is proposed to demote the employee, the new rate of pay, and any other information that the School Board may require, including the specific reasons why such demotion is for the good of the School District; provided, that the recommendation shall also advise the employee that he/she may grieve pursuant to Article 26 of this Agreement if he/she does not agree with the appointing authority's recommendation . The classification seniority for an employee, who is involuntarily demoted, except for reasons due to layoff, shall consist only of the total accumulated paid service of the employee in the classification to which he/she is involuntarily demoted.

3. ***Promotions.*** A promotion is the assignment of an employee from a position in one job classification to a position in a higher job classification. Promotions shall be filled by interview.

   a. ***Qualified Applications.*** Applications for promotion shall be accepted from all bargaining unit employees who have the experience necessary to meet the minimum qualifications as specified in the job description. The three (3) qualified candidates with the greatest District seniority as defined in Article 4 shall be selected for

interview. If any of those candidates are not interested in being interviewed, the next senior applicant will be selected to interview.

b. ***Interviews And Selection.*** The District shall have the right to interview three (3) qualified candidates and shall fill the vacancy with one (1) of the three (3) candidates. If the selected candidate declines the position, the District may proceed to fill the position from within or from outside the unit without exercising an option as defined in (c) below. If there are not three (3) candidates from within the bargaining unit, the District may interview additional candidates from outside the unit to ensure a minimum of three (3) qualified candidates. When the District proceeds to consider applicants from outside the unit to fill a position, all current non-unit food service employees who express an interest to the Human Resources Department at the time of the vacancy will be forwarded to the screening process.

c. ***Options.*** An option allows the District to deny a promotion under 3 (b) above. The number of options the District may exercise is limited to not more than ten percent (10%) of all posted positions occurring between September 1 of one year and August 31 of the following year. Options shall not accumulate from one year to the next year. The District may borrow three (3) options on September 1 of each year. When the administration exercises an option under this provision, the employees affected by the denial and the Union shall be so notified.

Should he/she desire to return to his/her former position within the ten (10) days, he/she shall not lose seniority in his/her former position. Should the school administration, within ten (10) days decide the promoted employee is incapable of performing the duties of the new position in a satisfactory manner, the employee shall be reassigned to his/her former position without loss of seniority. Leaves of absence, including sick leave and vacation days, will not be counted toward the ten (10) days. The ten (10) days referred to herein shall be included in an employee's probationary period in his/her newly promoted position of six (6) months.

F. ***Filling A Vacancy With A Long-Term Substitute.*** Long-term substitutes may be hired to fill vacancies under the following circumstances:

1. To replace permanent staff on leaves of absence.
2. A person employed as a long-term substitute shall be a member of the bargaining unit, move through the wage schedule the same as a permanent employee and receive benefits in accordance with Article 25. If a long-term substitute is hired as a permanent employee that person will accrue seniority for all time worked in a long-term substitute assignment within the previous twenty-four (24) month period. No other earned benefits will be credited to the employee. The employee will be placed at the six (6) month step on the wage schedule only if they had been paid the six (6) month wage in a long-term substitute assignment in the same classification as the permanent position awarded.

Non-contract employees who were employed as long-term substitutes will be considered outside applicants when applying for contract positions.

G. ***Certification For Permanent Positions.*** The cost of certification needed for all permanent positions to the extent required by law will be paid for by the District. The employee must be currently classified in the position requiring the certification.

H. ***Recruitment and Retention.*** Employees hired on or after August 21, 2023 shall receive a $250 stipend upon successful completion of their three (3) month probationary period, provided the probation is not extended. In addition, such employee shall receive an additional stipend of $250 upon completion of 18 months of service._

ARTICLE 6

Union Security

A. Upon receipt from the Union of its membership list, the School District shall arrange to deduct from each union member's wages the monthly union dues of such employee and shall remit the same to the appropriate Union representative or its assignee as may be properly designated.

B. The employer shall deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union.

The employer shall remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 7

No Strike Clause

The AFSCME Council 5 and the employees covered under this Agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement.

ARTICLE 8

Layoff

A. ***Layoff.***

1. When it becomes necessary to reduce the number of employees in a given class through lack of funds or for other cause for which the employee is not at fault, temporary and provisional employees shall be the first to be laid off. Any further decrease of the number of employees shall be according to classification seniority accomplished first, by laying off the employee in the affected classification with the least classification seniority, or demoting him/her to a lower class, providing (a) he/she has classification seniority in the lower class and (b) the least senior employee in that class would have been laid off even if no reduction had been made in the higher class. When two (2) or more persons in the class in which the layoff or reduction is to be made have equal classification seniority, the order of layoff or reduction in such tie cases shall be determined by the total years of service with the School District, and if a tie still exists, by the employee with the earliest birthdate in a calendar year.

   Classification seniority for employees who move to a lower classification due to a layoff situation shall include seniority earned in the lower classification and in all higher classifications.

   Any person reduced under the provisions of this Section shall receive and choose to bid on positions in his or her former higher classification as if he/she had been actually so employed.

   An employee about to be laid off pursuant to this Section shall be entitled to bump into an available open position for which the employee is qualified, at the same or lower pay grade.

2. The employee must have the physical fitness and ability to perform the duties of the lower position.

3. Demotions made in accordance with this Section are subject to Article 16.

B. ***Appointing Authority To Notify Employee Of Layoff.*** The appointing authority shall notify in writing the employee or employees to be laid off and shall forthwith transmit to the Human Resources Manager, the names of those so notified, and the Union.

C. ***Name Of Employee Laid Off To Be Replaced On Re-employment List.*** The Human Resources Manager shall enter on the appropriate re-employment or qualifying list the names of those eligible for re-employment and those who desire to be re-employed when vacancies occur.

ARTICLE 9

Suspensions

A. ***Suspension.*** The appointing authority and, in his/her absence, the officer acting in his/her place, may for disciplinary purposes suspend without pay any employee under supervision from the performance of his/her duties for one (1) or more periods aggregating not more than thirty (30) days in a calendar year on account of inefficiency, incompetency, misconduct, negligence, insubordination, disloyalty, or other sufficient cause.

B. ***Employee To Be Notified Of Suspension.*** In case the appointing authority or the officer acting in his/her place suspends any employee, he/she shall forthwith give written notice to the suspended employee stating the reason for the suspension and the duration thereof, and shall forthwith personally deliver such written notice to the employee or mail it to his/her last known address; he/she shall also forthwith send to the Union a copy of such notice sent to the employee. Such notice shall also advise the employee that he/she may grieve pursuant to Article 26 if he/she disagreed with the action of the appointing authority.

ARTICLE 10

Resignations

A. ***Resignations.*** Any employee in the classified service who wishes to resign in good standing shall give the appointing authority written notice of at least two (2) weeks, unless the appointing authority consents to his/her leaving on shorter notice.

B. ***Resignations Without Notice.*** If any employee resigns from the classified service without giving the required notice, the appointing authority shall enter that fact on his/her personnel file, and such failure to give the required notice may be considered sufficient reason for rejecting any future application from him/her for employment in the School District.

C. ***Resignations May Be Withdrawn.*** Any employee who has resigned after giving proper notice may, within ten (10) days after termination of employment, and with the consent of the School Board and appointing authority, withdraw his/her resignation and be restored to the position vacated if it is still vacant or is filled by a temporary employee, and if it is not, he/she may, upon written request to the appointing authority, have his/her name placed on the re-employment list for the class.

D. ***Resignation May Be Presumed In Certain Cases.*** Any employee who is absent from duty for three (3) consecutive business days without securing leave from his/her supervisor or without notifying him/her of the reason for his/her absence and the time when he/she expects to return, or who fails to notify the appointing authority of his/her readiness to resume his/her duties within five (5) work days after the expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as a resignation without notice, unless it can be proven that the employee had sufficient and good cause for not reporting for duty.

ARTICLE 11

Removals

A. ***Removal.*** Except as provided in the next paragraph, any employee holding a position in the classified service who has completed the probation period prescribed in accordance with these rules may be removed only for cause: that in no case may an employee be removed on account of his/her religious or political opinions or affiliations or for refusing to contribute to a political fund or to render political service.

B. ***Causes For Removal.*** The following shall be sufficient cause for removal, though removals may be made for causes other than those enumerated:

1. That the employee is incompetent or inefficient in the performance of his/her duties.
2. That the employee has been wantonly careless or negligent in the performance of his/her duties.
3. That the employee has been brutal in his/her treatment of public charges, fellow employees, or other persons.
4. That the employee has been offensive in his/her conduct toward his/her fellow employees or the public.
5. That the employee has some permanent or chronic physical or mental ailment or defect, which incapacitates him/her for the proper performance of his/her duties.
6. That the employee has failed to obey reasonable direction given him/her by his/her supervisor when such violation or failure to obey amounts to insubordination or serious breach of discipline which may reasonably be expected to result in a lower morale in the organization or to result in loss, inconvenience, or injury to the District or to the public.
7. That the employee has been convicted of a criminal offense.
8. That the employee, through negligence or willful conduct. has caused damage to public property or waste of public supplies.
9. Employee's job performance is impaired due to his/her tardiness or absence from work.
10. That the employee removed public or personal property from his/her place of employment without the owner or supervisor's approval.
11. That the employee knowingly falsified any record or report required or authorized to be kept by the School District; or knowingly made a false statement, or misrepresented or concealed any material fact, or deceived or committed any fraud in any application for employment with the School District.

C. ***Who May File Removal Charges.*** The appointing authority may file written charges, in duplicate, for the removal of any employee in the classified service; provided that the appointing authority shall file charges against any employee in the classified service whose service ratings, as determined by the reports of the rating officers or by investigation are unsatisfactory and provided further, that the appointing authority may suspend without pay the employee against whom charges are filed, pending resolution of the matter through the grievance procedure of this Agreement should the employee file a grievance.

D. ***Charges To State Grounds For Removal.*** Any charges filed against any employee shall state specifically the cause or causes enumerated in this rule or other cause considered sufficient to constitute grounds for removal, and in addition, the specific act or acts of the employee constituting such cause; provided, that in no case shall such vague and indefinite charges as "for the good of the School District" be considered reason for removal.

E. ***Appointing Authority To Mail Notice Of Charges To Employee.*** Upon receiving any charges, the Human Resources Manager shall forthwith mail one (1) copy by registered mail to the last known address of the employee against whom the charges are brought. Such notice shall also advise the employee that he/she may grieve the matter pursuant to Article 26 of this Agreement if he/she does not agree with the action of the appointing authority.

F. ***Removed Employee Not Eligible To Compete For Future Employment.*** Unless otherwise determined by arbitration or the appointing authority, no employee who has been removed from the classified service in the manner enumerated in these rules shall be allowed to compete in any future employment within the School District.

ARTICLE 12

Leaves Of Absence

A. ***Sick Leave.*** Employees assigned to a thirty-eight (38) week or less contract, shall be granted sick leave at the rate of accumulation of 0.074042 hours of sick pay for each hour on District paid status (or lost time paid by the Union) excluding overtime hours, hours worked for special events and summer assignments with a maximum of .592336 hours of sick leave for each day worked, accumulative to a maximum of two hundred fifty (250) times (effective July 1, 2023) the scheduled number of hours worked per day, but may not be used during the first six (6) months of active employment with the School District. Prorated monthly sick leave and accumulation shall be provided employees working less than full time who qualify herein. To obtain approval for use of sick leave, employees must notify their supervisors as soon as possible, but no later than the time they are scheduled to report for duty, except when past practice has established an earlier notifying time. Employees will obtain prior approval for the purpose of medcal dental, optical, examinations or treatments, except where emergency precluded prior notice and approval. All sick leave accumulation and use shall be reported in hours.

Sick Leave - Family Leave. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of employee, such allowances are to be charged against the current or accumulated sick leave. Employees may use more than twenty (20) sick leave days per year for absences due to the illness or injury of a child to the extent provided in Minnesota Statutes, Section 181.9413. Such leave shall require the approval of the immediate supervisor of the employee. *"Family"* shall constitute members of the immediate family of an employee, spouse, or registered domestic partner and for purposes of this regulation shall include parent, step-parent, mother-in-law, father-in-law, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationship of the above listed categories. A ***"registered domestic partner"*** shall mean an individual who has been registered through the city of Duluth as a domestic partner of an employee of the District. The School District may require a supporting written statement from the attending physician for any family medical leave. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days of sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota State Statute §181.9413 (2013).

Death In Family. Full pay for absences not to exceed three (3) days for a death locally and five (5) days if the funeral is held more than one hundred fifty (150) miles from the city of Duluth, shall be granted to eligible persons covered by this Agreement, to attend a funeral in their immediate family. This leave shall be deducted from sick leave.

1. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
2. Definition of ***"family*** under ***"death in family"*** shall constitute members of the immediate family which for purposes of this Section shall include spouse, father, mother, brother, sister, child, (biological, step, adopted, legal guardian or foster), grandparent, grandchild, in-laws, aunts, uncles, and nieces/nephews. This shall also apply to domestic partners as defined by the City of Duluth Legislative Code, Chapter 290, Section 2901 through 5.

No employee, unless officially assigned to special duty shall be granted sick leave for any injuries or illness resulting from any gainful employment on the job other than his/her regular School Board employment. Any employee removed from the payroll because he/she has used all accumulated vacation and sick leave shall be considered to be on leave not to exceed one year and shall be reinstated in his/her position upon filing with the appointing authority a certificate of physical fitness to perform the duties of his/her position, signed by a doctor who shall be chosen and compensated by the School Board.

B. ***Former Employee May Have Sick Leave Reinstated.*** A former employee in the classified service of the School Board, who is reinstated under Article 11 to a position in the classified service, shall have his/her previously accumulated and unused balance of sick leave reinstated and placed to his/her credit.

C. ***The Appointing Authority Shall Require Certificate Of Sick Leave.*** If an employee is absent from duty because of personal illness for more than three (3) consecutive days, or absent the day before and/or the day after a holiday because of personal illness, it will be necessary for him/her to file a certificate of illness from a reputable physician, osteopath, chiropractor, dental surgeon, or Christian Science practitioner. In lieu of a medical certificate, when such certificate would normally be required, the employee's signed statement explaining the nature of his/her illness may be

accepted when it is unreasonable to require a medical certificate because of shortage of physicians or remoteness of locality. If an employee is believed to be abusing sick leave privileges, he/she shall be advised that because of his/her questionable sick leave record, a medical certificate may be required for each subsequent absence of sick leave, whether or not such absence exceeds three (3) days; failure to furnish such written explanation shall preclude such employee from being allowed such absence as sick leave.

D. ***Special Leave Of Absence.*** Any employee holding a position in the classified service who is mentally or physically incapacitated to perform his/her duties or who desires to engage in a course of study such as will increase his/her usefulness on his/her return to the classified service, or who for any reason considered good by the appointing authority desires to secure leave from his/her regular duties, may, on written request approved by the appointing authority and the School Board, be granted special leave of absence without pay for a period not exceeding one (1) year, which leave may be extended up to one (1) additional year.

E. ***Special Leave To Be In Writing.*** Any employee asking for special leave without pay shall submit, on forms prescribed by the School District, his/her request for special leave stating the reason the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return. **A maximum of five (5) days of leave without pay will be granted per school year, unless pre-approved by the Superintendent or designee. No leave without pay will be approved unless prior notice has been given.**

F. ***Special Leave Of Absence (Parental).*** Parental Leave: Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, parental leave shall be granted to the end of the school year.

In order to be eligible for parental leave, the employee must request the parental leave in writing to the Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave. Any leave taken under this section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District.

G. ***Special Leave Of Absence (FMLA).*** Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act policy, which policy shall be in compliance with the Family and Medical Leave Act.

H. ***School Board To Determine Status Of Employee On Return.*** For each separate case of special leave without pay, the School Board, shall at the time it approves the leave, determine whether the employee granted such leave shall be entitled to his/her former position on his/her return from such leave or whether his/her name shall be placed on the re- employment list for the class. Employees are normally reinstated to their original position where the leave is mandated by state statute.

I. ***Military Leave Of Absence.*** Any employee while holding a permanent position in the classified service of the School Board, who shall become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, shall be granted a leave of absence without pay for the term of said military service and shall, upon receiving a discharge from such military service, be reinstated to said position.

1. ***Reinstatement Of Employee On Military Leave Of Absence.*** Reinstatement of any employee on military leave of absence shall be at the same salary which he/she would have received had he/she not taken such leave and shall be upon the following conditions:
   a. That the position has not been abolished;
   b. That the employee is not physically or mentally disabled from performing the duties of such position;
   c. That the draftee or enlistee makes written application for reinstatement to the appointing authority within ninety (90) days after termination of service and the employee assigned to training duty makes application for reinstatement within forty-five (45) days;

d. That he/she submits to the appointing authority an honorable discharge or other form of release by proper authority indicating that his/her military or naval service was satisfactory.

Upon reinstatement of any employee who has been on military leave of absence, said employee shall have such rights as provided in federal and state laws and regulations.

2. ***Employee On Probation May Receive Military Leave Of Absence.*** Any employee who has been appointed to a permanent position in the classified service of the School Board who, subsequent to September 16, 1940, shall have become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, who has not served the required probationary period for said position at the time of becoming a member of said armed forces shall, with the approval of the appointing authority and the School Board, at the date that he/she becomes a member of the armed forces of the United States, be considered to have completed said probationary period and shall thereafter have full status as though a full probationary period had been served and shall be granted a military leave of absence in accordance with the rules set out herein and shall, upon completion of such military service, if he/she is physically and mentally able to perform the duties of the position, be reinstated to the position which he/she held at the time of becoming a member of said armed forces in accordance with the rules herein before set out.

3. ***Military Leave of Absence With Pay Up To Fifteen (15) Calendar Days Per Year As Required By Minnesota Statutes, Section 192.26 Or Any Act Amendatory Thereof.*** Where possible, all military leave with pay shall be taken while the employee is not working, and no employee under this Agreement shall request of the military unit to which he/she is assigned, or the commander thereof, that he/she be assigned or authorized military duty for which he/she would be entitled to leave with pay from the School District during the time the employee is working.

J. ***Union Leave.*** Upon the written request of the Union, leave shall be granted to employees who are elected or appointed by the Union to serve on a Union negotiating team. Local Union Stewards, Local Union Officers, Union Officers or other employees who may be elected or appointed by the Union or Local Union to perform duties for the exclusive representative shall be granted time off, provided that the granting of such time off does not adversely affect the operations of the employee's department or agency. Upon the written request of the Union, leave shall be granted to employees who are appointed fulltime representatives of the Union. Annually, the Appointing Authority may request the Union to confirm the employee's continuation on Union leave. Leave time for service on a Union Master Negotiating Team/Assembly, supplemental negotiations, Agency meet and confers and attendance at meet and confers established by this Agreement shall be considered as paid leave for purposes of vacation leave and sick leave accrual. Leave time for service on a Union Master Negotiating Team and attendance at meet and confers established by the Agreement shall also be considered as paid leave for purposes of eligibility for holiday pay.

K. ***Jury Duty.***

1. When an employee is selected for jury duty, upon prompt notification to his/her supervisor, he/she shall be released from his/her regular assignment for such duty on those days the employee is directed by the court to report for duty.
2. The employee will receive his/her regular contractual salary while on jury duty; however, his/her jury per diem pay excluding mileage and expense money received by the employee is to be surrendered to the School District.

L. Any other reason for which the granting of a leave of absence is required by law.

M. Any employee on leave of absence may, if he/she so elects remain in the School District's hospitalization group up to a maximum of one (1) year, provided he/she pays all the premiums quarterly in advance to the School District.

ARTICLE 13

Service Ratings

A. ***Service Ratings.*** The Human Resources Manager in cooperation with the School District shall recommend plans for obtaining from appointing authority and for checking, analyzing and verifying service ratings showing estimates of the performance and ability of employees working under their supervision, and the School Board may from time to time by order, give effect to such recommendations.

B. ***Factors On Which Employees Are To Be Rated.*** Any such recommendations shall include the factors on which employees are to be rated. Such factors may include the quantity and quality of the work perform ed, the manner in which the work has been performed, observance by the employee during the period of rating of regulations and procedure, and any other factors the Human Resources Manager may deem significant.

C. ***Two Supervisors To Make Ratings.*** Whenever service ratings are secured based upon the judgments of rating supervisors, the independent judgments of two (2) or more supervisory officers, at least one (1) of whom shall be the immediate superior of the employee whose services are rated, shall, if possible, be secured.

D. ***Human Resources Office To Maintain Records Of Service Ratings.*** From service ratings and from investigations made

from time to time as it may consider necessary, the Board shall establish and maintain records showing the service ratings of employees in the classified service for use in deciding seniority ties for determining the order of layoff, in discovering whether an employee is increasing or decreasing in usefulness, in discovering employees who because of low efficiency ought to be separated from the service, in aiding supervisors to discover and correct the deficiencies of employees, and in such other manner as may be found desirable.

E. ***Employee May Ascertain Service Ratings.*** Any employee may, upon application at the Human Resources Office at any time during the business hours, ascertain his/her own service ratings as recorded and may also, with the consent of the Human Resources Manager, inspect any reports regarding him/her by supervisory officers.

ARTICLE 14

Probation

A. ***Probationary Period.*** Any person appointed to a position in the classified service after certification from an eligible list shall be on probation for a period of three (3) months provided they have received a passing review, unless a different period is specified in the job specifications of such tests; provided, that if any employee has been laid off or demoted without fault on his/her part, and has completed his/her probationary period and is appointed to a position in the same class or another class in which he/she has previously served a probationary period, he/she shall not be required to serve a second probationary period; provided further, that if an employee is laid off or demoted without fault on his/her part during the probationary period, and is appointed to a position in the same class from which he/she is laid off or demoted, the probationary period already served shall be carried over to the new appointment.

B. ***Rejection On Probation.*** The appointing authority may at any time before the expiration of the probationary period fixed according to these rules reject for cause any person appointed to a position as the result of certification; provided, that the appointing authority shall forthwith report to the Human Resources Manager in writing each rejection on probation, stating the date the rejection becomes effective and the reasons for the rejection During the probationary period the District shall have the unqualified right to suspend without pay, terminate or otherwise discipline such employee. Additionally, during the probationary period the employee shall have no recourse to the grievance procedure insofar as suspension, termination or other discipline is concerned. If the appointing authority is not satisfied that a probationer's work or attitude is sufficiently satisfactory to warrant his/her recommending that the employee be granted permanent status, he/she may recommend extension of the employee's probationary period for a specified period of time not to exceed six (6) months; provided, the recommendation shall be submitted to the Board in writing at least fifteen (15) days before the date the employee's probationary status expires. A copy of such recommendation for extension of probationary period shall be furnished to the employee.

C. ***Name Of Rejected Probationer May Be Placed On Re-Employment List.*** Any probationer rejected as provided in the preceding section shall be considered permanently separated from the position he/she has held; provided, that an employee promoted and then rejected during the probationary period shall have the right to assume the position from which he/she was promoted if it is not occupied by a permanent employee, and that in case he/she is not restored to his/her former position, the Human Resources Manager shall place his/her name on the re-employment list for the class from which he/she was promoted and upon the re-employment list of all lower classes in the same series.

D. ***Appointing Authority To Notify Human Resources Manager Of Probationer's Work.*** Within ten (10) workdays preceding the end of the probationary period, the appointing authority shall report to the Human Resources Manager in writing whether in his/her opinion the employee's work has been such as to indicate that he/she is able and willing to perform his/her duties in a satisfactory manner.

ARTICLE 15

Re-Employment Rights

A. ***Re-Employment List.*** The name of any person holding a permanent position in the classified service who has performed his/her duties satisfactorily and has been laid off without fault on his/her part, or of any person on probation who has performed his/her duties satisfactorily and has been laid off without fault on his/her part shall be placed on the re-employment list for the appropriate class; or whenever any person has taken leave of absence and is ready to return to duty when a position in the class is open, or has resigned in good standing and, with the consent of the appointing authority and of the School Board has withdrawn his/her resignation, and who has not been restored to his/her position.

B. ***Arrangement Of Names On Re-employment List.*** The names shall be arranged on the re-employment list for each class in the order of their seniority in that and higher classes in the same series, provided, that after a period of two (2) years any name shall be removed from the re-employment list for the class and the person notified of such action unless

the period is further extended by the School Board; provided further, that the appointing authority may remove from any re-employment list the name of any person who, without giving a satisfactory reason, refuses to accept an appointment offered him/her.

C. Persons who are on the re-employment list shall be re-employed ahead of employees from outside the bargaining unit, provided they satisfy the requirements of A and B of this Article.

ARTICLE 16

Classifications

A. The Union and the Employer agree that there shall be established job classifications as provided in Addendum "A". In the event a new or modified job specification or new title is proposed, the pay rate for said modified position or new title, if any, shall be set by negotiation between the Employer and the Union.

B. ***New Classified Positions.*** The Employer will classify the position, develop a job description, provide a copy of the job description to the Union and notify the Union in writing of the appropriate classification and the rationale for the decision. If, after discussing the matter, the Union does not concur, the Union may exercise the grievance process as outlined in Article 26 of the Collective Bargaining Agreement.

C. Reclassified Positions.
   1. The Employer will initially audit the position, provide the Union with an updated copy of the job description and notify the Union in writing of appropriate classification and the rationale for the decision. If the Union is not satisfied, the Union may exercise the grievance process as outlined in Article 26 of the Collective Bargaining Agreement.
   2. The Union shall have the right to initiate an audit in accordance with Section 1 above.

D. The School District shall furnish the Union with a copy of all job descriptions.

ARTICLE 17

Extra Positions

A. ***Temporary Positions To Become Permanent After (67) Working Days.*** When a temporary employee has been employed for fifty (50) working days, the appointing authority shall determine if the position is to be considered a permanent one. If the position is to be considered permanent, the appointing authority shall so substantiate it as such and proceed to fill the position pursuant to the hiring and promotion procedures. The temporary employee shall be displaced as soon as arrangements can be complete for the regular employee to begin work, provided that the temporary employee shall not be permitted to work beyond sixty-seven (67) working days. The Union shall be notified whenever a temporary employee begins work in an extra position.

ARTICLE 18

Holidays

A. All Food Service employees in the bargaining unit shall receive the following as paid holidays:

Labor Day
Thanksgiving and the day after Thanksgiving
Christmas
New Year's Day
Martin Luther King Jr. Day
Spring Break week (five (5) days paid)
Memorial Day, the last Monday in May

In the event that during the term of this Agreement any of such days shall be days with school in session, the employees shall work such days without holiday pay and an equivalent number of paid holidays shall be designated by mutual agreement of the Union and the School District.

B. Any employee required to work on any of the aforementioned paid holidays, shall be compensated at time and one-half.

C. Food Service employees in the bargaining unit working during summer school session and working the scheduled day before and the next scheduled working day after Juneteenth and/or July 4 shall receive Juneteenth and/or July 4 as a paid holiday, except that when such day falls on Saturday, the preceding day shall be a paid holiday instead, and when such

falls on Sunday, the following day shall be a paid holiday instead.

D. Eligibility. All employees must have worked on his/her last regularly scheduled day of work immediately preceding a holiday and worked his/her regularly scheduled day of work immediately following the holiday. Regularly scheduled days shall include vacation, jury duty, paid bereavement days, paid sick days or be on an authorized paid leave in order to be eligible for holiday pay.

ARTICLE 19

Overtime

Any Food Service employee in the bargaining unit required to work over forty (40) hours per week or on Saturday or Sunday shall be paid at lime and one-half for such hours over forty (40) hours per week and such hours worked on Saturdays or Sundays.

ARTICLE 20

School Closings

Up to five (5) non-accumulative days per year shall be paid, provided lunch is scheduled to be served, when the individual school to which an employee of this bargaining unit is assigned is closed due to snow or emergency. Up to an additional three (3) non-accumulative sick days can be used per year, provided lunch is scheduled to be served when the individual school to which an employee of this bargaining unit is assigned is closed due to snow or emergency. These days will be deducted from employee's accumulated sick leave.

ARTICLE 21

Pay Periods, Direct Deposit And Rates Of Pay

A. Employees shall be paid bi-weekly through the 2021-2022 contract year. The School District may pay such employees in the bargaining unit as it shall designate by depositing in such banks or credit unions as the employee shall designate, the net salary or wages owing to such employees. If the employee does not designate a bank or credit union, the School District will designate a bank or credit union for the employee, which allows the employee to withdraw such salary or wage payments from such bank or credit unions without charge to the employee.

B. Twice-monthly Pay Schedule: Commencing July 1, 2023 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employee will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

C. ***Rates Of Pay***.

1. Wage rates and step procedures shall be paid all employees as per Addendum "A".
2. In an attempt to develop an equitable method of allotting hours of work to the various Food Service locations, the Union and School District agree to implement the following:
   a. The hours allowed during the regular school year shall be set for each location by the first Monday of May of each year.
   b. To establish the hours of a site on which Food Service employees can bid, the specific needs of the location will be considered.
3. The method referred to in item 2 above for determining hours of work at each location shall not apply to a location if the hours worked at the location(s) are modified by the Supervisor of Food Service due to any of the following reasons. Prior to modifying the hours worked pursuant to this sub-section, the School District shall afford the Union the opportunity to meet and confer pursuant to Minnesota Statute 179A.03, Subd. 10.
   a. School closings or enrollment changes due to emergency.
   b. Closing of a kitchen(s), change in food preparation technology or change in location due to program alterations.
   c. Other variables, which are undetermined at the time.
4. Any employee taking a higher class of position on a temporary basis shall receive the higher rate of pay of the person whose position he/she is taking if such assignment involves at least one day duration, with the pay differential granted to the employee beginning the first day.
5. This schedule is in compliance with the minimum wage requirements of the Federal Fair Labor Standards Act applicable to non-professional school employees. In no case shall any employee receive less than that required for

non-professional school employees under the provisions of the Federal and State Fair Labor Standards Acts, but this shall not affect the other rates provided herein.

6. Employees of this bargaining unit shall be allowed a free lunch on those days in which lunch is served. Food items chosen for the employee's lunch are not to exceed the adult meal price and must go through the student employee meal account system. The meal must be consumed in the school cafeteria. Additional food items above the cost of an adult meal price may be purchased with the employee's own money.
7. All employees will work only on those days school is in session and lunch is served or as required by the Supervisor of Food Service, unless otherwise provided for in the Agreement.
8. An employee shall not have his/her hours reduced below that established on June 1 of each year except for the reasons provided in item 3 of this Article. An employee whose hours are reduced during the school year below the hours established on June 1, for reasons provided in item 3 can be required to accept an assignment to an open position as directed by the District for the remainder of the school year. The employee shall be guaranteed the same hours and pay rate for the remainder of the school year. If the employee refuses the assignment, they shall be laid off. If no open assignment exists the employee shall be allowed to bump.
   An increase of hours over the hours established on June 1 or decrease in hours to not less than those hours established on June 1 during the school year shall be assigned within the affected building, with seniority and service needs being the determining factors.

D. ***Call Back (Special Events).*** When a special event or call back time is required in a school, the type of work to be done (classification) shall be determined by the Supervisor of Food Service. The Manager/Satellite Manager at the school, if qualified to perform the required tasks in the specified classification, will be asked first. He/she must accept the work at the rate of pay for the classification assigned to the job. If the Manager/Satellite Manager declines the offer, the work shall be assigned to the most senior qualified bargaining unit employee at that school site. If these school site employees decline the opportunity, the supervisor shall then assign the work based on the District wide seniority list and qualifications to all other bargaining unit employees starting at the top of the District wide seniority list and working down. Employees will be paid for the call back time at the regular rate of pay for that classification.

ARTICLE 22

Summer Employment And Practices

Summer workers will be chosen as follows:

A. ***Summer Bid Sheets.*** All employees shall receive a single bid sheet (as soon as needs are known) that contains all summer positions available. Each District site is to employ at least one (1) certified employee to the extent required by law. Upon receipt of the bidding notice, employees shall complete the forms and return them to the contract administrator. All employees shall list in numerical order their preferences for assignment for the summer food program. For those employees who will not accept a certain position, there shall be provided an appropriate blank to the left of the position to initial to verify the employee's intent. The Union shall have access to copies of all bids and shall be notified in writing of any employee who is faced with the option procedure.

B. ***Summer Assignments.*** Summer bid positions will be assigned according to District seniority. Employees submitting bid requests will be arranged in descending order according to District seniority and shall be assigned their highest choice possible based on seniority and the remaining positions at the time of their assignment.

C. ***Summer Employment In Higher Classifications.*** Contract language governing promotions and vacant positions is unambiguous and is still in force. Employees have no seniority rights to positions above their classification level. However, they may be assigned these positions at management's discretion.

D. ***Summer Pay.*** Employees working the summer food program shall be paid the rate as identified in the appropriate classification, considering the years of seniority.

ARTICLE 23

Insurance And Hospitalization Coverage

A. ***Health Insurance.*** The School District will make available to each Food Service employee within the bargaining unit the same group hospitalization coverage for employees and dependents as is or are available to the Teachers' Bargaining Unit.
   In the event an alternative health insurance program is offered to employees of this bargaining unit, the District's financial contributions to such an alternative program shall not exceed that which is already provided herein or differ in terms of eligibility requirements from that already agreed to herein.

B. ***Insurance Eligibility.*** An employee must work four (4) consecutive weeks or twenty (20) consecutive working days (except in the month of September of each year, three (3) consecutive weeks or fifteen (15) consecutive working days) in a position

requiring twenty-four (24) or more hours per week, and notify the Human Resources Department of their desire to obtain benefits, in order to become eligible for benefits under this Article. Employees electing to assume a position requiring less than twenty-four (24) hours per week shall lose benefits under this Article at the conclusion of the month in which the reduction in hours takes place.

C. ***Retiree Benefits.*** Employees meeting the eligibility requirements of Minnesota Statute 471.61, Subd. 2b shall be allowed to continue the group hospital, medical and dental coverage by paying the full regular premiums in advance to the School District. The employee may continue such coverage indefinitely, subject to the conditions and requirements of Minnesota Statute 471.61, Subd. 2b.

1. ***Eligibility.*** Eligible employees shall receive a contribution of unused sick leave benefits as defined below to a Health Care Savings Plan (HCSP). To be eligible to receive the Health Care Savings Plan benefits, an employee must be immediately eligible for a Minnesota pension plan at separation of service.
2. ***Maximum Days.*** The number of unused and accumulated sick leave days up to a maximum of two hundred (200) times the scheduled number of hours worked per day, times the hourly rate in effect at the time of retirement.,
3. ***Discount Calculation.*** The amount of unused sick leave multiplied by the employee's daily rate of pay (DRP) excluding over time, will be discounted by 3.5%. The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.
4. ***Participation in the District Health Plan.*** Retired employees will be allowed to participate in the District's group health and dental plans at their own expense pursuant to applicable State and Federal laws. Monthly premiums will be paid one month in advance to the School District.

It shall be the responsibility of the retired members to notify the Duluth School District in writing if they wish to cancel coverage.

A HCSP is an individual tax-free account to be used for reimbursement of post-employment medical expenses incurred by an employee, employee's spouse, legal tax dependents and children up to their 25th birthday. The HCSP is administered by the Minnesota State Retirement System (MSRS) and the utilization of the HCSP is governed by MSRS Plan policy.

D. ***Long-Term Disability Insurance.*** The School District shall provide a long-term disability (LTD) income protection plan. This plan shall be continued in effect for employees with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or improved level as the plan in effect of the date of this Agreement. Each employee may at his/her option elect to have the payments added to his/her taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment to be effective for the next calendar year.

E. ***Life Insurance.*** Group term life insurance in the face amount $50,000 will be provided for each employee off the unit at no cost to the employee. Optional supplemental group life and AD&D benefits in the amount of $100,000 can be purchased in $10,000 increments and dependent life insurance will be made available at the employee's cost. (An employee can apply for the supplemental life insurance at Open Enrollment.)

F. ***Dental Insurance.*** The School District shall provide for each employee, single dental insurance coverage as provided for in the Teachers' Bargaining Unit.

G. ***Insurance Coverage Over The Summer.*** Group Health, Life, Dental, and Long-Term Disability coverage shall be maintained for eligible employees of this bargaining unit during periods when school is not in session.

H. The School District will continue to provide the employees the ability to contribute to a 403(b) Plan.

ARTICLE 24

Grievance Procedure

The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement. Grievances concerning the interpretation or application of Civil Service Rules shall first be brought to the attention of the Supervisor of Food Service of the School District and then directed to the Civil Service Board for consideration. The School District and Union agree that the proceedings under this grievance procedure shall be kept as informal and confidential as may be appropriate at any level of the procedure.

A. ***Definitions.***

1. A "grievance" is an action instituted under this article by an aggrieved employee or the Union in the belief th604

there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents, or contractors.

2. The aggrieved employee is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.
3. The term "days" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or legal holiday, the next calendar day which is not a Saturday, Sunday, or legal holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

B. ***Representation Rights.***

1. The School District shall be a party to all grievances at all steps and may be represented by its designated representative.
2. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including a Union representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings and accept that the Union shall be his/her designated representative in binding arbitration. The Union shall be notified and a representative of the Union may be present and express his/her views at all steps of this grievance procedure.

Step I - The aggrieved employee shall present his/her grievance within twenty (20) days of the time the employee knew or should have known of the act, event, or default of the School District, School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication, or misinterpretation of the terms of this Agreement. The aggrieved employee shall file his/her grievance in writing with the Supervisor of Food Service of the School District, and which writing shall state the nature and date of the violation to the best of the aggrieved employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied, or misinterpreted, and the relief or action sought by the aggrieved employee. The Supervisor of Food Service or his/her designee shall immediately set a hearing date within five (5) days of filing and notify the Union and aggrieved employee. A decision in writing by the Supervisor of Food Service or his/her designee shall be rendered within five (5) days of the hearing and communicated to the aggrieved employee, the Union, and the Superintendent of Schools. Appeal from this decision shall be taken by the aggrieved employee within five (5) days of the communication of the decision to him/her.

Step II - In the event the aggrieved employee is not satisfied with the decision at Step I, or at the option of the Superintendent of Schools, the Superintendent of Schools shall set a hearing within five (5) days of the filing of an appeal with him/her by the aggrieved employee, or within five (5) days of communication to him/her (the Superintendent of Schools) of the decision at Step I, and shall so notify the aggrieved employee and the Union. The Superintendent or his/her designee shall then proceed to such hearing and notify the aggrieved employee and the Union of his/her decision in writing within ten (10) days of the hearing.

C. ***Arbitration.*** The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section I79A.21, Subd. 2. Upon receipt of such list, and within five (5) days thereafter, the Union and the School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin, unless School District and Union can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of his/her selection. His/her written decision shall state the facts and Articles of the Agreement on which his/her decision relies, shall include his/her conclusions and the relief to be given, if any, and shall be final and binding on the Union and School District.

The arbitrator shall first proceed to the question of the arbitrability of the grievance if such issue is raised by the School District, and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which required the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he have authority to determine whether any of the provisions of this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration, including the taking of a verbatim report, but each of them (the School District and Union) shall pay the cost of their own witnesses, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceeding it shall request from the arbitrator. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

D. ***Miscellaneous Provisions.***

1. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event, or default of the School District, School Board, its employees, agents or contractors is alleged to have violated, misapplied, or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the School District or appropriate hearing officer may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement at any step of the grievance procedure and shall so notify the Union.
2. The time limits specified herein may be waived or extended by mutual agreement of the parties and notice to the Union if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
3. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
4. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. In the case of an event, act, or default which is of a continuing nature, the employee and Union shall waive their rights to any relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
5. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
6. All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Supervisor of Food Service shall first authorize any hearings at Step I during work hours.
7. Any decision which is mailed shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States within the time period specified in this procedure.

ARTICLE 25

Renewal

A. This Agreement shall continue and remain in full force and effect until June 30, 2025, and from year to year thereafter unless either party hereto shall give written notice to the other on or before ninety (90) days prior to July 1, 2025, of such party's desire to inaugurate collective bargaining discussions over changes of any one or more Articles of this Agreement. In the event any of the employees in this bargaining unit are performing work for the School District after June 30, 2025, and prior to the beginning of the school year 2024-2025, this Agreement shall apply to such period of employment including the wage and other provisions hereof.

B. It is agreed that notice and substance of changes and the language desired shall be mailed to the concerned parties ninety (90) days prior to renewal date.

C. It is agreed that in carrying out the terms and conditions of this Agreement, neither party will discriminate for or against any person because of race, color, creed, national origin, sex, religion, age, or physical impairment to the extent prohibited by law.

D. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that such matters were intentionally omitted from the Agreement and are not subject to future negotiation until the termination of the Agreement as provided herein.

ARTICLE 26

In-Service Training

All Managers Head Cooks and Cooks shall be offered a total of eight (8) hours paid in-service training and all other employees in the bargaining unit shall be offered a total of four (4) hours paid in-service training during each fiscal year.

The training shall be scheduled during student conference or teacher in-service days.

ARTICLE 27

Labor Management Committee

A Labor Management Committee shall be established. The Committee will meet at least three times each year.

ARTICLE 28

Access to Premises

Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the employee during their scheduled working hours. Union representatives must sign in at the office of the building, which they are in. No employee shall be required to meet with the union representative.

ARTICLE 29

Savings Clause

This Agreement is subject to the laws of the State of Minnesota and at any time any provision is in conflict and held to be contrary to law by a court of competent jurisdiction from which final judgment of decree no appeal has been taken within the time provided; such provision shall be void and inoperative. All other provisions shall continue in force and effect.

ARTICLE 30

Term of Agreement

This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota and remain in effect until June 30, 2025.

Dated at Duluth, Minnesota this 19th of September, 2023.

IN WITNESS WHEREOF, the parties have, by and through their duly authorized officers, executed this Agreement on the date first above mentioned.

AFSCME Council 5, Local 66

By: _____
Field Representative

By: _____
Field Director

By: _____
Local 66 President

Independent School District No. 709

By: _____
Chairperson, School Board

By: _____
Clerk, School Board

ADDENDUM A-1

2023-2024

Classification	Start	6 Months	1 Year	3 Years	5 Years	10 Years	15 Years	20 Years
Secondary Manager	$18.75	$19.22	$19.70	$20.19	$20.70	$21.21	$21.74	$22.29
Head Cook	$17.58	$18.02	$18.47	$18.93	$19.41	$19.89	$20.39	$20.90
Elementary/Residential Manager	$17.58	$18.02	$18.47	$18.93	$19.41	$19.89	$20.39	$20.90
Cook	$16.43	$16.84	$17.26	$17.69	$18.14	$18.59	$19.05	$19.53
Nutrition Services Assistant	$15.22	$15.60	$15.99	$16.39	$16.80	$17.22	$17.65	$18.09

2024-2025

Classification	Start	6 Months	1 Year	3 Years	5 Years	10 Years	15 Years	20 Years
Secondary Manager	$19.31	$19.80	$20.29	$20.80	$21.32	$21.85	$22.40	$22.96
Head Cook	$18.11	$18.56	$19.02	$19.50	$19.99	$20.49	$21.00	$21.52
Elementary/Residential Manager	$18.11	$18.56	$19.02	$19.50	$19.99	$20.49	$21.00	$21.52
Cook	$16.92	$17.35	$17.78	$18.22	$18.68	$19.15	$19.63	$20.12
Nutrition Services Assistant	$15.68	$16.07	$16.47	$16.88	$17.30	$17.74	$18.18	$18.63

An employee shall be eligible to receive a longevity award as follows:

Years of continuous service with the District	Monthly award
8	$25.00
12	$30.00
20	$35.00

Longevity payment will commence at the beginning of the next biweekly pay period after the employee's anniversary date.

Continuous service is defined as having no break in service over thirty (30) days except by an authorized leave of absence. Employees working less than twelve (12) months a year, but working the full school year, shall be considered to have completed a full year of continuous service toward eligibility for the longevity award.

ADDENDUM A-2

Secondary Manager Schools
Denfeld High School
East High School
Lincoln Park Middle School
Ordean East Middle School

Elementary/Residential Manager Schools
Area Learning Center
Congdon Park Elementary School
Homecroft Elementary School
Lakewood Elementary School
Laura MacArthur Elementary School
Lester Park Elementary School
Lowell Elementary School
Myers-Wilkins Elementary School
Piedmont Elementary School
Rockridge
Stowe Elementary School

MEET AND CONFER

(Not Subject To Arbitration)

The School District and members of the Food Service Bargaining Unit (representatives to be identified by the Union) shall meet and confer pursuant to the provisions of PELRA prior to May of each year for the purpose of establishing hours to be worked by position in the unit for the next or forthcoming school year. The Supervisor of Food Service/designee shall meet with seven (7) employees selected by the unit. The purpose of such employee consultation shall be strictly advisory.