

## **Regular School Board Meeting**

Duluth Public Schools, ISD 709

### **Agenda**

Tuesday, March 19, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

<b>1. Call to Order</b>	
<b>2. Roll Call</b>	
<b>3. Pledge of Allegiance</b>	
<b>4. Approval of the Agenda</b>	
<b>5. School and Community Recognition</b>	
<b>6. Report of the Superintendent</b>	
A. Reports from Student School Board Representatives	2
B. Superintendent's Report	14
C. Schedule of Meetings and Events	26
<b>7. Report of Standing Committees</b>	
A. Committee of the Whole	
1) Monthly Committee of the Whole ( <i>March 4, 2024</i> )	27
B. Human Resources/Business Services Committee ( <i>March 11, 2024</i> )	88
C. Policy Committee ( <i>March 4, 2024</i> )	158
<b>8. General Board Committee Updates</b>	
<b>9. Consent Agenda</b>	<b>199</b>
<b>10. Resolutions from Committee Reports</b>	
A. B-3-24-4018 - Acceptance of Donations to Duluth Public Schools	494
<b>11. Special Resolutions and Action Items</b>	
A. SP-3-24-4019 School Board Members Attendance at MSBA/MASA Day at the Capitol	495
B. HR-3-24-4020 Duluth Federation of Teachers Collective Bargaining Unit Contract 2023-2025	496
C. HR-3-24-4021 Duluth Federation of Teachers Collective Bargaining Agreement 2025-2027	559
D. Approval of Modified 2023-2024 School Year Calendar	619
E. Approval of 2024-2025 School Year Calendar	620
<b>12. Questions / Other</b>	
<b>13. Adjournment</b>	

## **March School Board Report**

**3/19/24**

**Larisa Miller**

- Our Robotics Team DNA #4009 is headed to Denver this weekend to compete in the FIRST Regional Competition there.
- Congratulations to the Denfeld Speech Team as they continue to compete, perform and succeed! Over the past few weeks the team has:
  - Captured the 1st place Team Trophy in their category at Princeton, the 3rd place team trophy at Forest Lake and many team members received medals for top finishes.
  - Senior Jackson Chederquest has captured two Championship medals in Poetry in the past two weeks
  - Junior Reagan Kern has captured 4 Championship medals in Drama in separate tournaments
  - Junior Maria Oppelt has medaled and has been in the top three the past two tournaments in Discussion
  - Sophomores Nissa Johnson and Natylee Anderson also continue to win top medals at every tournament!
  - And last Saturday at our National Qualifying Tournament Junior Reagan Kern - took 1st in Drama and will be advancing to the National Speech Tournament this June in Des Moines, Iowa!
  - Our entire team continues to show up every tournament on Saturdays since Jan 13th and share their voices and represent the Denfeld Hunters spirit!
- Basketball-boys and girls were in the playoffs and ended the year with motivation for next year
- Students taking trip to Costa Rica-virtual through Spanish education auction and fundraising the auction closed on Monday March 18<sup>th</sup>

### **Inside school:**

- Barr students of the week Santino A., Faith B., Samantha M., Hewit N., Isabell F.
- I times for students 9<sup>th</sup> and 10<sup>th</sup> grade, and juniors and seniors are doing self expanding Social emotional lessons each week
- 8th Grade Orientation was on Tuesday, March 5 and was well attended. Lots of helpful information was shared. The event was shortened due to the Presidential Primary Election in Minnesota.
- 9th Grade Bingo on Fridays during WIN sponsored by Link Crew
- Sophomore field trip March 13 to Construct Tomorrow at the DECC or trip Fond du Lac Tribal and Community College
- Students vs. Student Basketball Game March 1, students won, and all had a lot of fun!
- ACT sign ups to prepare for the test was on March 11
- Junior Night March 19 5-6:30 college councilors for the next steps and admissions.
- March 27 field trip to Lake Superior College for juniors and seniors, registration ends on the 22<sup>nd</sup>
- Bus expectations reviewed this week for students in 9th and 10th Grade and those in special education

### **Clubs**

- BSA
  - Pottery Night-monthly
  - Officer elections on Wednesday during WIN

- Women’s History Month Dress Up Days:
  - Monday - “Like a Girl!” Jersey Day
  - Tuesday - “Women are Superhero’s!” Superhero Day
  - Wednesday - “On Wednesday, we wear PINK!” Wear Pink
  - Thursday - “A day in her shoes.” Wear the shoes of a woman you love
  - Friday - “Feminism is for EVERYONE!” Class color day-Freshman = Purple-Sophomore = White-Junior = Gold-Senior = Green-Staff = Gray

### **Dash**

- Change makes day March 28<sup>th</sup> and twice in April, in dash they went to the students due to hunter license from UWS its 4-5 pm everyone is invited lift youth voices and hands on experiences exploring issues today including workshops and exploring solutions students and staff from the college will be involved.
- **Book Genre Speed Dating** Join the Dashboard Youth Leadership Team and Duluth Public Library this Wednesday, March 6 for the event in the West Commons from 3:30–5:30! Have fun exploring new book genres, and win “Scholastic-style” prizes like scented stickers and pencils!
- DASH Board talking about activities for Summer Transition Academy which is being planned
- Golds is planning a Crunch time on March 27<sup>th</sup> Wednesday for the end of the quarter.
- Hunters License students 15 and under have to be passing their classes those 16 and over have to be on track to graduate or enrolled in credit recovery

### **Bathrooms:**

- Feedback from kids is that hygiene products are not being stocked
- Staff monitoring bathrooms to ensure they are safe and accessible, take students first names and make sure bathrooms are not over capacity

## March 2024 East Student Rep. Presentation - Mia Patronas

- Last week was our Red and Grey spirit week. This year's theme was "Shark Week". We decorated the school accordingly and had an afterschool basketball intramural which we called "Shark Madness:" Over 100 students played, there was even a group of teachers that competed. The last two remaining teams played their final game at the assembly on Friday, for all of the school to watch. Also at that assembly, 3 students who were voted on by the student body were crowned to be "top dogs"
- East has recently installed new safety measures inside our school. The building's entryway has two sets of glass doors, and the one that opens into the cafeteria has been covered with our school's logo. This prevents anyone from seeing into the school but allows people to see out. Not only is it a nice branding visual, it is a really important safety piece
- Sophmores took their annual trip to the DECC for an event called Construct Tomorrow where they got to experience hands on activities based around the Trades
- 10 students from East's Math Team went to state last week and placed 17th out of 162 teams
- The drama club has begun rehearsing for this year's spring production, a musical titled "The 25th annual Putnam County Spelling Bee" It will perform the second weekend in May
- Track season has started also, tryouts for softball, cheerleading, boys tennis and baseball are all coming up within the next two weeks.
- All 8-11th grade students have registered for next year's classes. Many students have given feedback that teachers' explanation of courses as well as the course handbook have set them up for a successful sign up of classes
- A representative from East's Key Club is attending a Key Club conference in North Dakota in order to learn more about leadership and how to make improvements on the organization in our school
- Prom com just announced this year's prom theme "A Night Under the Stars" which will take place May 4th at the DECC
- During WIN, there are many tutoring opportunities that have been made available
- Next Thursday, the advanced A'capella choir is hosting a talent show at Ordean middle school. There are various music and dance performances that showcase some of the extremely talented students at East.

# **March Monthly Report:**

Hello Everyone, I'm Damon Ritzko, and this is my Monthly Report for March.

March was a very exciting month for the ALC. Since February 29th, the ALC has gone on 4 Field Trips within the span of 9 days. We may not have sports, but the ALC is infamous for our field trips :)

## **Northwood Technical College:**

On Wednesday, March 6th, 2024, The ALC went on an all day field trip to 3 separate places throughout the day.

The first place we went to was Northwood Technical College in Superior, Wisconsin for a College tour, where we went all over the building looking and discussing the multitude of careers that are able to be achieved at NTC.

## **Machine Tool Class:**

The Machine Tool Class is about working with coding, to help manufacture parts. With the Automatic machines - as seen on the top middle and right pictures - students learn coding, and put that coding to use by making actual parts for all types of things, such as parts to make the machines that were making the parts in the first place, car parts, and even just screws to put your bed frame together. The list goes on.

Students that attend this class will gain the basic skills necessary to safely operate machine tool equipment at the beginning and intermediate levels. Through group lectures and demonstrations, they

will learn safety, set ups, proper feeds, and speeds of machine tool equipment. An advanced lab opportunity is available for students demonstrating competency in safe operation of machines. The beginning level class is Machine Tool Operation 1 - Which is a 4 year class - and the intermediate level class is Machine Tool Operation 2 - Which is a 2 year class. There are many other options that fall under the machinery umbrella, but this specific one was what we covered during our tour of the college.

## **Indoor College Campus:**

During our tour, we were brought all around the building and saw all of the beautiful architecture and how homey and inviting the building and the surrounding felt. The inside of the building really did feel like a warm, cozy place to study, and some of the structures were an absolute masterpiece.

## **Nursing Class:**

First off, yes, those are actual manikins that students use in place of actual people... Ok, now that's out of the way-

The nursing course has many, many options, not just working with people directly. Anyone can become a nurse, and there are courses that span anywhere from 1 year to 6 years, the options are limitless. Like working in a nursing home, to being a pharmacist, a Veterinarian, someone who works alongside hospice, to just your regular store bought nurse.

## **Cosmetology Class:**

For those of you out of the loop, Cosmetology isn't the study of comets - shocker - it's the study of hair and nail care. Have you ever gone out

to get a haircut? Or gone to get your nails done? Those are cosmetologists. There are courses that range from 1/2 a year to 5 years, depending on how devoted you are to the career.

## **Anna Kalin and Kate Flug:**

Anna Kalin (left) and Kate Flug (right) were our tour guides for this trip, and were incredibly helpful with answering questions, and were incredibly kind to all of us during our duration at Northwood. I wanted to give them both a shoutout because they both did an incredible job showing us around, and they truly were the backbone to this whole trip. After we ate lunch there, we said our goodbyes and went to our next destination of the day.

## **World Of Wheels:**

World of Wheels is a place in Superior that is a roller skate/rollerblade rink. We were there for about an hour, and everyone was having lots of fun and just enjoying themselves. I myself brought my own roller blades, and the whole experience was enjoyable as a whole.

## **Duluth Career Fair:**

The last place we visited was a career fair that was being held a few blocks away from our school building. These careers focused on some trade careers (such as construction and electrical companies), but the majority of the careers that were being promoted were careers that you'd most likely have to go to college for and careers that you'd have for the next 10+ years. There was about 1 job there that could be considered a summer job (it was at a grocery store I believe), but other than that there weren't many short time jobs that could get you by for the meantime, but I'm sure that they got some employees, but I personally thought it was a bit of a waste. After that, it was about 3:30 pm, and that's how our day wrapped up.

## **Trades Career Fair:**

On Tuesday, March 12th, 2024, the entirety of the ALC went to the DECC in Canal Park to go to this Career Fair completely focused on the trades. There was Heavy Equipment Operation, Electricians, Brick layers, Architects, you name it, it was there.

## **What the Career Fair was about:**

The Career Fair was about bringing people to the attention of these many many careers that are out there. 80% of Trade Careers don't need anything higher than a highschool diploma to get the job. the other 20% do require some type of higher education, but those jobs have programs so you can get paid to learn how to do the job.

## **~More about the Career Fair~**

The actual careers that I could get on camera were: Plumbers, Pipelifters, and Steamfitters, Limited Energy, Electrical, Iron Workers, and Metal Sheet Workers. These careers - at least the majority of them - are hard, manual labor jobs that obviously not many people are going to want to go into. That's part of the reason why they pay so well. Jobs like these easily can accumulate up to and over 6 figures a year - some jobs it's actually closer to 7 even.

We spent about an hour to an hour and a half there, before we went back to resume our regular school day.

## **2024 Youth Summit:**

On Wednesday, March 13th, 2024, Select students from East, Denfeld, and the ALC were invited to take part in the 2024 Youth Summit in St. Paul Minnesota, near the capitol building. The Youth Summit is where

LGBTQ+ Youth can gather together and share their experiences, meet potential new friends, and join the community together in one place. This year, over 400+ Students from schools across the state gathered together. It was a little chaotic, I'm not going to lie, but it was 100% worth only getting 3 hours of sleep to be there.

## **Schedule of Events:**

So, as you can see that the event technically started at 8 AM, we - selected East, Denfeld, and ALC students - actually departed from Duluth a little after 8, and didn't get there until just before the Affinity Spaces block was about to begin (sometime between 10:20-10:35 AM) due to the bus company screwing up the order for the bus we were supposed to take down there (They thought that the staff had scheduled it for Thursday the 14th, instead of Wednesday the 13th). We were supposed to leave at 6:30 AM, but had a hour and a half late start to the day :,)

When we got there though, the first Workshop Block had just ended, and we departed to the Affinity Spaces.

## **Affinity Spaces:**

I am aware that the text is small, so I'll read what the text says, starting from the top left in the box:

“We are excited to Introduce Affinity Spaces this year! These sessions will run between Workshop Block 1 and Lunch from 10:35 AM to 11:15 AM. Affinity Spaces are a place for those with specific identities to share experiences, stories, and support.”

“Affinity Spaces are not open to those that do not identify with their titles. If you do not hold any of the identities listed, you are always welcome in the Ally and/or Questioning Space!”

Moving over to the right, these are the Titles of the different Affinity Spaces provided:

- Experiences of Rural Queer Youth
    - Sharing Ace and Aro Stories
  - Queer Young People of Faith Affinity Space
    - Queer, Bisexual, & Middle Sexualities
      - Living in Larger Bodies
  - Latine Affinity Space / El Espacio de Afinidad Latine
    - Hmong & Southeast Asian LGBTQ+ Youth
    - Trans/Gender Expansive Affinity Space
      - The Black LGBTQ+ Affinity Space
  - Disability and Neurodivergence Affinity Space
- And finally:
- Ally and/or Questioning Affinity Space

I chose the Queer, Bisexual, & Middle Sexualities Affinity Space to go to, and this is the description of what the Space was about:

“The Queer, Bisexual, and Middle Sexualities Affinity Space is open to all participants who identify as pansexual, bisexual, queer, omnisexual, polysexual, or multisexual of any kind. This will be a chance to share our community’s pride, joys, and successes, while also holding space to commiserate over the erasure, discrimination, and unique challenges we face.”

The Presenter for this Affinity Space is Anna Ehl, who goes by She/They Pronouns, and is a Minneapolis - St. Paul Parent, and OutFront Minnesota Volunteer.

## Workshop Block 2:

Lunch ran from 11:15 AM - 12:00 PM, and from 12:15 PM to 1:05 pm  
Was the Workshop Block 2. I don't have much information about what  
the workshop Blocks were totally about, but here are the Events that  
were taking place during this time:

- Queer Dungeons and Dragons (D&D)
    - Tell Your Story
    - Queer Sex Ed
    - Gender Transition for Teens Q&A
  - Therapeutic Art Making & Journaling
  - Healthy LGBTQIA+ Relationships
    - Trans and Intersex Solidarity 101
    - Let's Talk About Gender Identity
  - Yes and Connection: Improv Exercises To Get To Know Each Other
- And lastly:
- LGBTQ+ Inclusive Schools: Advocacy and Self Care

I personally went to the Healthy LGBTQIA+ Relationships, mainly because I have a girlfriend, who is a Transwoman (Who sadly couldn't attend the Youth Summit) , and even though we have a very strong bond, I wanted to know if there was anything else that we could do to make our bond stronger. Here's the description for this Workshop:

“We all deserve healthy relationships - whether they're romantic or platonic! Join myHealth educators for this activity-filled relationships workshop to reflect on what is important to us in healthy queer relationships. Learn more about how unhealthy relationships can impact the queer community, and practice healthy communication and boundary-setting skills!”

The Presenter for this workshop is Nichole Lewandowski, who goes by Any/All pronouns, and is a myHealth for Teens and Young Adults Educator.

## **SYM1:**

At 1:15 PM - 2:00 PM, we were given a closing performance by a Local music artist: SYM1. SYM1 is a local artist who is based in Minnesota, and calls the state a home. During this performance, we listened to 6 of her songs, played live with backup dancers, and even a small smoke machine. It truly was an amazing way to end the day, and she is one of my new favorite artists. My personal Favorite song from her is Meet Me Online (MMO) and would 100% recommend listening to that song. Their Instagram, TikTok, and their website are their if you ever want to check them out on one of their many platforms. Now, here is the description of her and her music:

“Unsubscribed from reality as we know it, SYM1 is a vocalist, producer, and performer using eurodance, hyperpop, and alternative aesthetics to inspire a renaissance of early 2000’s rave culture.”

## **Pie Day:**

On Thursday, March 14, 2024, This day is know as “Pi day”, because it’s 3-14... 3.14... Haha, funny math joke. Due to this day, My math teacher - Mrs. Jane Juten - bought 20 pies, some being pumpkin, cherry, blueberry, and apple. These pies were free for students all day long, to take as much as they’d like.

I personally took 2 slices of Pumpkin Pie and that was enough for me-

## **Bowling:**

To round off the day, from 1:30 PM to 2:30 PM the students and staff were welcome to a free hour of bowling, pizza, and fun. Above are some pictures I took while we were there, and it's clear that even though not everyone was good at it, everyone was indeed having fun.

Now how did I do?... I got 15 gutter balls... yeah, I had about 28 points at the end... Fun times :,)

## **Conclusion:**

Thank you for sitting through this VERY long presentation- I'll be answering any questions you may have after the meeting is officially Adjourned.

[www.ISD709.org](http://www.ISD709.org)

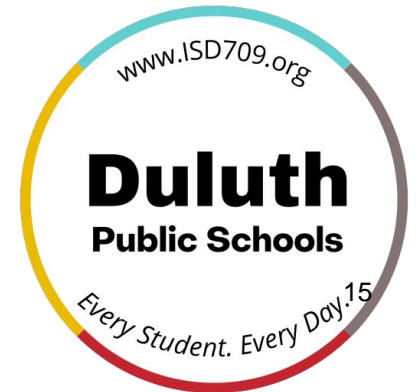
# **Duluth**

## **Public Schools**

*Every Student. Every Day.*

# Superintendent's Report

*March 19, 2024*



## 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
- Negotiations
- Budget Updates
- Referendum
- Legislative Advocacy
- Other

# Negotiation Updates

We are pleased to bring forward two two-year teacher contracts which we negotiated with the Duluth This agreement marks a significant investment in the district's commitment to educational excellence, ensuring that teachers are recognized for their invaluable contributions to shaping future generations.

Teachers will receive a 6% salary increase in the first year, followed by a 3% raise in the second year (2023-2025). The second contract includes a 2% raise in each of the subsequent two years (2025-2027).

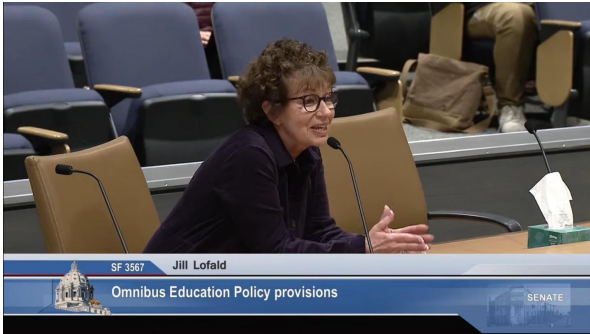
We are also continuing Director and individual contract negotiations.

# Legislative Platform and Advocacy

We have been advocating strongly for our 2024 Legislative Platform at Duluth and St. Louis County Days, as well as at the MSBA/MASA Day at the Capitol

Priorities include an increase to the funding formula, Read Act funding, permanent funding for unemployment insurance and school meals, and increasing resources for cybersecurity, safety, Career and Technical Education, special education and solar projects. We are also seeking greater flexibility with operating levies and long-term facilities maintenance.

# Legislative Platform and Advocacy



# Referendum Updates

- Staff Meetings at Each District Site
- Community and PTA Meetings
- Additional Social Media and Newsletter Updates
- Updating Billboards
- New Student Story North Video
- Upcoming - Op Ed Column for the Duluth News Tribune
- Yesterday - Opinion Piece in Duluth News Tribune
- Duluth Area Chamber of Commerce - March 26th Exec. Board Meeting Presentation

# Referendum Updates



By Story North



By Captivate Media

# Budget Updates

- Districts across the state and country are facing deficit spending, in part due to the end of emergency relief funding this summer.
- Duluth Public Schools, with leadership and support from the board, has planned well for this change, but we will face upcoming budgetary shortfalls.
- If the referendum passes, we will still need to find reductions, but the impact will be decreased by about \$2M.
- It will be critical that we seek reductions that minimize impact on student outcomes.
- We are seeking to move forward with a two-phase process of budget reduction and reallocation.

# Budget Updates

- Phase I would focus on addressing needs for the coming year.
  - 2.3 M in non-personnel budget reductions
  - Proposed usage of assigned fund balance (with board approval) from property sales to create an “off ramp” from ESSER spending for 2024-25
- Phase II will involve a comprehensive, collaborative process involving the board and other stakeholders. We would like to utilize our board work session in April to launch this effort with the board with the intention of completing the process in early winter of 2025 to allow for 2025-26 budget planning.

# Questions



# Schedule of Meetings and Events

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

[Listening Session Guidelines](#)

***The Schedule of Meetings and Events is Subject to Change.***

**Week of March 18 - March 22, 2024**

Tuesday	March 19, 2024	5:30 p.m. - 6:15 p.m.	Listening Session
Tuesday	March 19, 2024	6:15 p.m.	Music in the Schools Month Performance
Tuesday	March 19, 2024	6:30 p.m.	Regular School Board Meeting
Wednesday	March 20, 2024	6:30 p.m.	Referendum Community Meeting Stowe Elementary School 715 101st Ave. W.
Thursday	March 21, 2024	5:00 p.m.	American Indian Parent Advisory Committee
Thursday	March 21, 2024	6:30 p.m.	Referendum Community Meeting Lincoln Park Middle School 3215 W. 3rd St.

**Week of March 25 - March 29, 2024**

Thursday	March 28, 2024	6:30 p.m.	Referendum Community Meeting Ordean East Middle School 2900 E. 4th St.
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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.*

**Office of the Superintendent  
 March 15, 2024**

**Monthly Committee of the Whole Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Monday, March 4, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. AGENDA ITEMS**

**A. Action Items - Consent Agenda**

1) Presentation Items Requiring Approval

2) Resolutions

3) Other Action Items

**B. Informational Items**

1) Presentations

a. **Annual Compliance of Concurrence and Non-Concurrence  
Overview of District Actions** 2

b. **Advancing Equity - American Indian Education and  
Achievements** 25

c. **Supporting Every Student - Modern Classroom** 40

d. **Improving Systems - Safety and Security Overview** 50

**C. Other**

**4. ADJOURN**

**5. Improving Systems - Safety and Security Overview**

## **COW Agenda Cover Sheet**

**Meeting Date:** March 4, 2024

**Topic:** Annual Compliance of Concurrence and Non-Concurrence Overview

**Presenter(s):** Anthony Bonds, Assistant Superintendent and Jen Garbow, Coordinator for the Office of American Indian Education

**Attachment (yes or no):** Yes

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

District leadership will provide a brief overview of Annual Compliance of Concurrent and Non-Concurrence, mid-year update of actions steps for the 2022-2023 non-concurrence, and review the recommendations from the 2023-2024 vote of non-concurrence.

## Annual Compliance Overview

[Minnesota Statutes 2023, section 124D.78](#) requires Minnesota districts, charters, and tribal schools with 10 or more American Indian students to have an American Indian Parent Advisory Committee (AIPAC). Specifically, the statute cites that school boards and American Indian schools must provide for the maximum involvement of parents and children enrolled in education programs, programs for elementary and secondary grades, special education programs, and support services.

To be compliant with this statutory requirement, districts, charters, and tribal schools are required to submit annual compliance documents to the Office of American Indian Education (OAIE) by March 1 of each year. Also known as the vote of concurrence or nonconcurrence, annual compliance is a valuable opportunity for American Indian Parent Advisory Committee members to meet and discuss whether or not they concur with the educational offerings that have been extended by the district to American Indian students.

## The Vote and Resolution

If the AIPAC finds that the district and/or school board have been meeting the needs of American Indian students, they issue a vote and resolution of concurrence. If they find that the district and/or school board have not been meeting the needs of American Indian students, they issue a vote and resolution of nonconcurrence. This vote is formally reflected on the annual compliance documents. Members of the AIPAC must present the vote and resolution to the school board.

If the vote is one of nonconcurrence, the AIPAC must provide written recommendations for improvement to the school board at the time of the presentation. The school board then has 60 days in which to respond in writing to the AIPAC recommendations. A copy of this written response must be provided to the OAIE.

## Completing and Submitting the Documents

***The following items are required when submitting annual compliance:***

- ✓ The annual compliance/vote of concurrence or nonconcurrence document.
- ✓ The AIPAC resolution document.
- ✓ The AIPAC roster and district employee sign-in sheet (available to download on the OAIE webpage).
- ✓ The American Indian Education Aid Program Plan Review.

***All items are fillable PDF forms. When completing, remember to:***

- Include the district or school name and identifying number.
- Place a check mark or X next to the applicable vote.
- Include all dates as indicated.
- Add all signatures as required. *\*Digital signatures are accepted.*
- Use the drop-down menu in the roster to select the appropriate committee member options.

***The District or School Does Not Have an AIPAC:***

Districts or schools that do not have an AIPAC are still required to complete this paperwork.

- Place a check mark or X next to “Does Not Have an AIPAC”.
- Obtain the signature of the superintendent or charter/tribal school director and the school board chair. The resolution page is not required.

***Submission Deadline:***

Email all required items **by March 1** to: [MDE.AIEA@state.mn.us](mailto:MDE.AIEA@state.mn.us)

# Annual Compliance/Vote of Concurrence or Nonconcurrence

District, Charter, or Tribal School Name: \_\_\_\_\_

## The American Indian Parent Advisory Committee Vote

### \_\_\_\_\_ *The AIPAC Issued a Vote of Concurrence*

Date of Concurrent Vote: \_\_\_\_\_

Date the AIPAC presented to the school board: \_\_\_\_\_

### \_\_\_\_\_ *The AIPAC Issued a Vote of Nonconcurrence*

**A vote of nonconcurrence** requires the AIPAC to provide specific written recommendations for improvement to the school board. The school board is required to respond in writing to each recommendation within 60 days of the recommendations being put forth. The school board must provide this written response to both the AIPAC and to the Office of Indian Education.

Date of Nonconcurrent vote: \_\_\_\_\_

Date the AIPAC presented to the school board: \_\_\_\_\_

Date the written response from the school board is due: \_\_\_\_\_

### \_\_\_\_\_ *The District/School Does Not Have an AIPAC*

The district has not yet formed an AIPAC, but recognizes the need to do so in order to remain compliant with Minnesota Statutes, section 124D.78. By signing below, the district/school leadership commits to working with the Office of American Indian Education on committee formation.

## Required signatures

*\*Digital signatures are accepted*

\_\_\_\_\_  
*School Board Chairperson* *Date*

\_\_\_\_\_  
*Superintendent or Charter/Tribal School Director* *Date*

\_\_\_\_\_  
*AIPAC Chairperson* *Date*

## The American Indian Parent Advisory Committee Resolution

**WHEREAS**, the school board or district has an AIPAC composed of parents/guardians of American Indian children who are eligible for Indian education programs, American Indian language and culture teachers and paraprofessionals, American Indian teachers, American Indian counselors, American Indian adults enrolled in educational programming, and American Indian representatives from community;

**WHEREAS**, the school board or district affords the AIPAC the necessary information and the opportunity to effectively express their views concerning all aspects of American Indian education and the educational needs of the American Indian children enrolled in the school(s) and program(s); and,

**WHEREAS**, the AIPAC is directly involved with and advises the school board and district staff on Indian Education program planning; and,

**WHEREAS**, the AIPAC develops and submits recommendations to the school board and district staff pertaining to the needs of American Indian students.

**THEREFORE BE IT RESOLVED**, that the AIPAC concurs that the school board and district are compliant with Minnesota Statutes, section 124D.78, and that the school board and district are meeting the needs of American Indian students.

\_\_\_\_\_ **We, the American Indian Parent Advisory Committee**, issue a **Vote of Concurrence**. We attest that the school board and/or district are compliant with Minnesota Statutes and that the school board and/or district are meeting the needs of American Indian students; **or**,

\_\_\_\_\_ **We, the American Indian Parent Advisory Committee**, issue a **Vote of Nonconcurrence**. We attest that the school board and/or district are not compliant with Minnesota Statutes and that the school board and/or district are not meeting the needs of American Indian students. We have provided written recommendations for improvements to the school board, and we acknowledge that the school board has 60 days from the receipt of these recommendations in which to respond, in writing, to each recommendation.

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*AIPAC Chairperson Printed Name and Signature*

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*Date*

# American Indian Education Aid Program Plan Review

This document serves as the foundation for how your district is fulfilling the measurable goals of the program plan, reviewed and approved by the Office of American Indian Education at the Minnesota Department of Education. This document is necessary to submit with your compliance documentation and eligibility for American Indian Education Aid next year.

[Minnesota Statutes 2022, section 124D.81, subdivision 3.](#) **Additional requirements.**

Each district receiving aid under this section must each year conduct a count of American Indian children in the schools of the district; test for achievement; identify the extent of other educational needs of the children to be enrolled in the American Indian education program; and classify the American Indian children by grade, level of educational attainment, age and achievement. Participating schools must maintain records concerning the needs and achievements of American Indian children served.

## Directions

This document should be shared with the American Indian Parent Advisory Committee (AIPAC) and district staff that work primarily with American Indian students. Both the AIPAC and district staff will meaningfully and authentically collaborate to complete this document which will be uploaded with your compliance documentation due to the Office of American Indian Education on March 1, 2024. Ultimately, this document is a portion of the Compliance documentation submitted to the Office of American Indian Education as required by [Minnesota Statutes 2022, 124D.78, subdivision 2.](#)

Using the approved American Indian Education Aid application that was submitted Fall 2023, communicate how the district has progressed towards all the goals outlined within each narrative that was provided for areas 1-6. Data should be shared with the AIPAC in order for the AIPAC to concur with the district plan. Additionally, the [Self-Assessment Rubric](#) for districts is another useful tool for AIPACs to understand programming and to vote on concurrence.

## Measurable Goals

These program details must align to [Minnesota Statutes 124D.81, subdivision 2.](#)

**Focus Area 1:** Support postsecondary preparation for pupils

**Focus Area 2:** Support the academic achievement of American Indian students

**Focus Area 3:** Make curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils

**Focus Area 4:** Provide positive reinforcement of the self-image of American Indian pupils

**Focus Area 5:** Develop intercultural awareness among pupils, parents, and staff

**Focus area 6:** Supplement (not supplant) state and federal educational and co-curricular programs

Focus Area	Measurable Goal	Progress towards Goal	Is Progress sufficient for concurrence?
Support postsecondary preparation for pupils			
Support the academic achievement of American Indian students			

Focus Area	Measurable Goal	Progress towards Goal	Is Progress sufficient for concurrence?
Make curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils			
Provide positive reinforcement of the self-image of American Indian pupils			
Develop intercultural awareness among pupils, parents, and staff			
Supplement (not supplant) state and federal educational and co-curricular programs			

## Approval

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*AIPAC Chairperson* *Date*

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*Director of Indian Education* *Date*

## Contact us

For more information, please visit our website at <https://education.mn.gov/MDE/dse/indian/parent/>

Please submit this documentation to: [MDE.AIEA@state.mn.us](mailto:MDE.AIEA@state.mn.us)

## The American Indian Parent Advisory Committee (AIPAC) Roster

### About Membership

Per [Minnesota Statutes, section 124D.78, subdivision 3](#), *The American Indian Parent Advisory Committee must be composed of parents or guardians of American Indian children eligible to be enrolled in American Indian education programs; American Indian secondary students; American Indian family members of students eligible to be enrolled in American Indian education programs; American Indian language and culture education teachers and paraprofessionals; American Indian teachers; American Indian district employees; American Indian counselors; adult American Indian people enrolled in educational programs; and American Indian community members. The majority of each committee must be the parents or guardians of the American Indian children enrolled or eligible to be enrolled in the programs.*

### About the Roster and Sign-in Sheet

The AIPAC roster is for committee members only. This form is electronic and fillable. You **must** include the committee member's name, email, and phone in the first column. Subsequent columns contain a drop-down menu option. Select the best option for each particular committee member.

The sign-in sheet for district, charter, or Tribal contract school employees is also fillable. School personnel often participate in committee meetings and serve as a bridge between the committee and the district, charter, or Tribal contract school, helping to navigate school processes while furthering the goals and initiatives of the committee members. Employee participation levels vary depending on the district, charter school, or Tribal contract school. If an employee identifies as American Indian, they are eligible to serve as a voting committee member and may be included on the roster, rather than the district, charter school, or Tribal contract school sign-in sheet.

### Submission

Fall: For districts, charter schools, or Tribal contract schools participating in the American Indian Education Aid program: [MDE.AIEA@state.mn.us](mailto:MDE.AIEA@state.mn.us)

March 1: As part of the AIPAC and district, charter school, or Tribal contract school Annual Compliance process: [MDE.AIEA@state.mn.us](mailto:MDE.AIEA@state.mn.us)

# American Indian Parent Advisory Committee Member Roster

Committee Member Name, Email, and Phone	American Indian	Committee Member Role	Primary Area of Representation

Committee Member Name, Email, and Phone	American Indian	Committee Member Role	Primary Area of Representation

# District, Charter, or Tribal Contract School Employee Sign-in Sheet

Employee Name, Email, and Phone	Employee Title

**2022/23 RESOLUTION OF CONCURRENCE AND NON-CONCURRENCE**

AIMS	GOALS	REASONS FOR NONCONCURRENCE	PROGRESS	RECOMMENDATIONS
KINDERGARTEN READINESS	Increase the number of American Indian students/families in Early Childhood programs to be prepared and ready for Kindergarten. Increase knowledge of cultural differences/similarities of staff to have a safe beginning place for American Indian Students within DPS.	Lack of American Indian teachers/staff in the Early childhood level to provide ongoing culturally relevant support to families and students. {Approximately 2 known teachers of color.} Lack of culturally relevant curriculum district wide.	Oshki-Inwewin was implemented in the Fall of 2021-22 School year. We currently have 18 American Indian students participating in this program. We have 2 staff who Identify as American Indians working within Oshki-Inwewin. All students were top performers on our End of Year Assessments of 4 year olds. Students scored 100% in 4 out of 5 domains, including language and literacy. The fourth domain, approaches to learning, All students scored 90%.	Continue to train all staff on culturally inclusive strategies to ensure Early Childhood programs are providing Ojibwe language and culturally relevant programming. Look at hiring practices and recruitment with Headstart and Human Resources. Integrate culture and language throughout Headstart programs beyond Oshki-Inwewin.
READ WELL BY GRADE THREE	Increase the number of American Indian students to reading at grade level by third grade. Increase culturally appropriate resources/references in the curriculum so our students see themselves in school/curriculum.	American Indian students still continue to score low on reading assessments. 2021-22 data shows that 23.1 % American Indian students are proficient in reading by 3rd grade.	Curriculum Department purchased books for the Misaabekong Ojibwe Immersion program. ELA content specialist selected indigenous-focused books that were tied to Wonders curriculum and distributed them to K-5 teachers. (Note: Some of those books were purchased by the AIE program)	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists and teachers/staff on culturally specific curriculum resources and provide those resources to teachers/students.
CLOSING THE ACHIEVEMENT GAP	Increase American Indian Student Achievement	American Indian students continue to score low on Math assesments. 2021-22 data shows that 12.9% American Indian students are proficient in Math.	AIE program coordinator will continue working with Elementary and Secondary Content Specialist and the staff development coordinator planning on-going opportunities for Math teachers and interventionists focused on Best Practices for American Indian students.	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists and teachers/staff on culturally specific curriculum resources and provide those resources to teachers/students.

	<p>Increase American Indian Student Achievement</p>	<p>American Indian students continue to score low on Reading assessments. 2021-22 data shows that 27.5 % American Indian students are proficient in Reading.</p>	<p>ELA specialist worked with the Coordinator of AIE and OEE to identify culturally appropriate books for teachers to utilize. Antibias training was done district-wide. DPS is working on providing classrooms with diverse classroom libraries. The Coordinator of AI Education has been a part of the process to choose books for Misaabekong classrooms.</p>	<p>Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists on culturally specific curriculum resources and provide those resources to teachers/students.</p>
	<p>Make sure all teachers are aware of, knowledgeable, and teach the American Indian State Standards</p>	<p>Non-inclusive or inappropriate curriculum on American Indians. Not all teachers are teaching (and/or may not be aware of) American Indian State Standards</p>	<p>American Indian-focused State Standards have been shared with Content Specialists. The Coordinator of AI Educaion has been working with Dale U on getting resources. Focusing on 2 content areas each year. We are continuing with Math and ELA and adding Science.</p>	<p>Continue the work of American Indian-focused State Standards implementation that began in 2018. Bring awareness to teachers through content area meetings on the American Indian-focused state standards and tie resources and training to teachers. Work with the AIHSL in this process, they are a great resource.</p> <ul style="list-style-type: none"> <li>- Science Content Specialist is working with Memegwesiikweto create lessons to address American Indian-focused state standards.</li> <li>-Funding has been secured to provide classroom libraries to teachers that include culturally-responsive texts that will include American Indian literature.</li> <li>-The Curriculum Review and Adoption process has been revised to include more purposeful review and adoption of curriculum that is more representative and inclusive of American Indian students.</li> </ul>

GRADUATION	Raise Graduation rates for American Indian students	All students reach 85% graduation rate by 2020	American Indian students graduation rates for 201-22 are 45.16% (4 year) and 65.7 % (7 year)	Identify and begin implementation of specific culturally responsive strategies and instruction focusing on meeting the unique educational or culturally needs of American Indian Students. Focus on the culture of the school, if they feel safe and welcome at school they will attend and be more engaged. Provide Check & Connect to ALL AI students.
OTHER ITEMS	Increase staff and student knowledge of American Indians original to the area.	Lack of cultural awareness and history of local tribes such as Ojibwe and Dakota. Also lack of understanding of why there is an American Indian Education Department.	Science Standards: 3rd grade is implementing new science standards specifically to AI students. Misaabekong developing a modern classroom. Blair Powless has been working on a histororaphy and American Indian lessons that have been implemented into East High School last school year. He will continue to work with the other Hlgh Schools to implement the lessons. DPS has increased his contract hours and pays for the additional hours.	Provide an American Indian Curriculum Specialist or Instructional Coach.

**Duluth Public Schools  
Tribal Consultation - March 2024**

**Kindergarten Readiness**

**2022-2023 Resolution of Concurrence and Non-Concurrence**

<b>Goal</b>	Increase the number of American Indian students/families in Early Childhood programs to be prepared and ready for Kindergarten. Increase knowledge of cultural differences/similarities of staff to have a safe beginning place for American Indian Students within DPS.
<b>Reason for Non-Concurrence</b>	Lack of American Indian teachers/staff in the Early childhood level to provide ongoing culturally relevant support to families and students. {Approximately 2 known teachers of color.} Lack of culturally relevant curriculum district wide.
<b>Progress from Previous Year</b>	Oshki-Inwewin was implemented in the Fall of 2021-22 School year. We currently have 18 American Indian students participating in this program. We have 2 staff who identify as American Indians working within Oshki-Inwewin. American Indian students were top performers on our End of Year Assessments of 4 year olds. Students scored 100% in 4 out of 5 domains, including language and literacy. The fourth domain, approaches to learning, American Indian students scored 90%.
<b>Recommendations</b>	Continue to train all staff on culturally inclusive strategies to ensure Early Childhood programs are providing Ojibwe language and culturally relevant programming. Look at hiring practices and recruitment with Headstart and Human Resources. Integrate culture and language throughout Head Start programs beyond Oshki-Inwewin.

**2023-2024 Action Plan for Addressing Non-Concurrence**

<b>Response from School Board</b>	We are expanding seasonal Ojibwe language and cultural practices to all preschool classrooms. We are providing opportunities for culturally relevant family engagement. We have made the Oshki-Inwewin teaching position a TOSA position, so we are able to identify the best fit among applicants. The Preschool equity team has merged with the Education Equity Advisory Committee to de-silo preschool equity conversations and initiatives in our community
<b>Action Steps</b>	Implement seasonal Ojibwe language and activities in all preschool classrooms, including 2 nutrition experiences. Provide culturally relevant family engagement activities at Oshki-Inwewin. Continue to build connections with families and community organizations to enrich cultural experiences at Oshki-Inwewin, and explore ways to expand such activities across all classrooms. Provide staff with PD to support culturally relevant programming. Early Childhood Family Education: Added an additional Parent Educator to ECFE certified staff to enhance outreach efforts to bring parenting education to families we aren't currently engaging with. These outreach efforts include identifying needs of AI families with young children, to enhance current parenting and early childhood programming in Early Childhood Family Education (ECFE) to promote engagement/enrollment/belonging, and to create partnership with other departments or community agencies who work with families of AI children.
<b>Mid-Year Progress Update</b>	Preschool has implemented the incorporation of some Ojibwe language across the program, under the guidance of Michelle Goose, Oshki-Inwewin parent. We have created nutrition lessons for wild rice and maple sugar, purchased from Spirit Lake Native Farms, along with literature written and produced by the Fond du Lac Head Start. Early Childhood Family Education staff have been attending Family Dinner events at AICHO with resources and activities for children. Other outreach efforts in process, staff hired has been out on medical but stays in contact with individuals/agencies and attends some virtual meetings to address needs or to inform program planning for 24/25 and work on acquiring classroom books, activities, toys and other materials that reflect families in the community.

**Duluth Public Schools  
Tribal Consultation - March 2024**

**Reading Well By Third Grade**

**2022-2023 Resolution of Concurrence and Non-Concurrence**

<b>Goal</b>	Increase the number of American Indian students reading at grade level by third grade. Increase culturally appropriate resources/references in the curriculum so our students see themselves in school/curriculum.
<b>Reason for Non-Concurrence</b>	American Indian students still continue to score low on reading assessments. 2021-22 data shows that 25% American Indian students are proficient in reading by 3rd grade.
<b>Progress from Previous Year</b>	The Curriculum Department purchased books for the Misaabekong Ojibwe Immersion program. The English Language Arts content specialist selected indigenous-focused books that were tied to Wonders curriculum and distributed them to K-5 teachers (Note: Some of those books were purchased by the American Indian Education program).
<b>Recommendations</b>	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists and teachers/staff on culturally specific curriculum resources and provide those resources to teachers/students.

**2023-2024 Action Plan for Addressing Non-Concurrence**

<b>Response from School Board</b>	Curriculum Coordinator met with Content Specialists to review MN Academic Standards relating to Minnesota American Indian Tribes. Our next step is to work with the Office of Education Equity and Office of American Indian Education to provide training on culturally responsive resources that can be embedded into written curriculum and shared with teachers/students. We have an Achievement & Integration strategy to provide culturally relevant intervention and curricular materials to students at Myers Wilkins. At our Immersion school through the Achievement & Integration plan, we have cultural immersion paraprofessionals working within those classrooms to support the academic needs of our immersion program students.
<b>Action Steps</b>	241 classroom libraries focused on culturally diverse texts including American Indian were distributed in the Spring of 2023. K-5 general education classrooms and 6-12 English Language Arts classrooms. The books were diverse and all grade levels received multiple books with American Indian representation. The curriculum department worked with Misaabekong teachers to select appropriate books. We are expanding to SpEd resource rooms and setting 3 classrooms 2023/24, which include American Indian representation texts.
<b>Mid-Year Progress Update</b>	The Curriculum Coordinator has started professional learning with Content Specialists around culturally responsive education that can be utilized during curriculum development. The lead interventionist is collaborating with teachers and paraprofessionals in the Misaabekong immersion program to design and implement data-based literacy interventions in the language of instruction that meet the needs of immersion students.

**Duluth Public Schools  
Tribal Consultation - March 2024**

**Achievement Gap**

**2022-2023 Resolution of Concurrence and Non-Concurrence**

<b>Goal</b>	Increase American Indian student achievement.
<b>Reason for Non-Concurrence</b>	American Indian students continue to score low on math assessments. 2021-22 data shows that 17.5% American Indian students are proficient in math.
<b>Progress from Previous Year</b>	American Indian Education program coordinator will continue working with Elementary and Secondary Content Specialists and the staff development coordinator planning on-going opportunities for Math teachers and interventionists focused on Best Practices for American Indian students. 2022-23 data shows that 18.4% American Indian students are proficient in Math, which is a +.9%
<b>Recommendations</b>	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists and teachers/staff on culturally specific curriculum resources and provide those resources to teachers/students.

**2023-2024 Action Plan for Addressing Non-Concurrence**

<b>Response from School Board</b>	Curriculum Coordinator met with Content Specialists to review MN Academic Standards relating to Minnesota American Indian Tribes. Our next step is to work with the Office of Education Equity and Office of American Indian Education to provide training on culturally responsive resources that can be embedded into written curriculum and shared with teachers/students. The Curriculum, Instruction, and Assessment team has been actively pursuing a grant to further American Indian students exposure to STEM opportunities.
<b>Action Steps</b>	Plan to provide training on culturally responsive resources embedded in written curriculum and shared with teachers/students. Achievement & Integration strategy provides culturally relevant intervention and curricular materials to Myers-Wilkins students. The immersion program has cultural immersion paraprofessionals working within classrooms supporting academic needs of immersion students. The American Indian Standards are now embedded in each Academic Standards area. Science is specifically working with American Indian Education to create lessons for those standards. Content Committees are tasked to review the American Indian standards as part of the committee process.
<b>Mid-Year Progress Update</b>	Grant with the National Science Foundation was approved in the fall of 2024. A Computer Science coordinator was assigned and is working collaboratively with the Computer Science for All program to support STEM opportunities and camps for American Indian students. The Curriculum Coordinator has started professional learning with Content Specialists around culturally responsive education that can be utilized during curriculum development.

**Duluth Public Schools  
Tribal Consultation - March 2024**

**Achievement Gap**

**2022-2023 Resolution of Concurrence and Non-Concurrence**

<b>Goal</b>	Increase American Indian student achievement.
<b>Reason for Non-Concurrence</b>	American Indian students continue to score low on reading assessments. 2021-22 data shows that 27.53% American Indian students are proficient in reading.
<b>Progress from Previous Year</b>	The English Language Arts specialist worked with the Coordinator of American Indian Education and Office of Education Equity to identify culturally appropriate books for teachers to utilize. Anti-bias training was done district-wide. Duluth Public Schools is working on providing classrooms with diverse classroom libraries. The Coordinator of American Indian Education has been a part of the process to choose books for Misaabekong classrooms. 2022-23 data shows 33.6% American Indian students are proficient in Reading, which is a +6.3%.
<b>Recommendations</b>	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists on culturally specific curriculum resources and provide those resources to teachers/students.

**2023-2024 Action Plan for Addressing Non-Concurrence**

<b>Response from School Board</b>	Curriculum Coordinator met with Content Specialists to review MN Academic Standards relating to Minnesota American Indian Tribes. Our next step is to work with the Office of Education Equity and Office of American Indian Education to provide training on culturally responsive resources that can be embedded into written curriculum and shared with teachers/students. The Office of Education Equity, through an Achievement & Integration strategy, provides culturally relevant intervention and curricular material to students at Myers-Wilkins to ensure students, teachers and classrooms have access to culturally relevant learning materials.
<b>Action Steps</b>	Plan to provide training on culturally responsive resources embedded in written curriculum and shared with teachers/students. Achievement & Integration strategy provides culturally relevant intervention and curricular materials to Myers-Wilkins students. The immersion program has cultural immersion paraprofessionals working within classrooms supporting academic needs of immersion students. Check and Connection qualifying thresholds have been reviewed and updated to better address the achievement gap of our AI and Special Education students, allowing us to support more American Indian students through Check and Connect.
<b>Mid-Year Progress Update</b>	The Curriculum Coordinator has started professional learning with Content Specialists around culturally responsive education that can be utilized during curriculum development.

**Duluth Public Schools  
Tribal Consultation - March 2024**

**Achievement Gap**

**2022-2023 Resolution of Concurrence and Non-Concurrence**

<b>Goal</b>	Make sure all teachers are aware of, knowledgeable, and teach the American Indian state standards.
<b>Reason for Non-Concurrence</b>	Non-inclusive or inappropriate curriculum on American Indians. Not all teachers are teaching (and/or may not be aware of) American Indian state standards.
<b>Progress from Previous Year</b>	American Indian-focused state standards have been shared with Content Specialists. The Coordinator of American Indian Education has been working with Curriculum Coordinator on getting resources. Focusing on 2 content areas each year. We are continuing with Math and English Language Arts and adding Science.
<b>Recommendations</b>	Continue the work of American Indian-focused state standards implementation that began in 2018. Bring awareness to teachers through content area meetings on the American Indian-focused state standards and tie resources and training to teachers. Work with the AIHSL in this process, they are a great resource. Science Content Specialist is working with Memegwesiikwe to create lessons to address American Indian-focused state standards. Funding has been secured to provide classroom libraries to teachers that include culturally-responsive texts that will include American Indian literature. The Curriculum Review and Adoption process has been revised to include more purposeful review and adoption of curriculum that is more representative and inclusive of American Indian students.

**2023-2024 Action Plan for Addressing Non-Concurrence**

<b>Response from School Board</b>	Continue in the 23-24 school year to embed training and resources around the American Indian-focused state standards into district-wide Professional Learning Communities and content committee meetings. The Science Content Specialist will continue to work with Memegwesiikwe to ensure that science standards related to American Indian tribes are addressed in curriculum docs with lessons created for teachers. When content committees review curriculum and instructional materials, they will use checklists and rubrics provided in the procedural guide to make sure the curriculum is representative and inclusive of American Indian students.
<b>Action Steps</b>	State legislation was enacted for the 2023-24 school year. Districts were expected to provide instruction for a minimum of one hour on October 9, 2023 for Indigenous People's Day. Planning meetings were scheduled with content specialists and curriculum/student achievement coordinators. Content specialists helped plan and support teachers with content for lessons. Each content area used their American Indian focused state standards as a foundation for the content planned. The day concluded with a Round Dance for the community.
<b>Mid-Year Progress Update</b>	The Curriculum Coordinator has started professional learning with Content Specialists around culturally responsive education that can be utilized during curriculum development. During the planning for Indigenous Peoples' Day, the Content Specialists took part in learning around considerations for teaching and learning about Indigenous people and culture. Content Specialists used the considerations in planning lessons for the day.

**Duluth Public Schools  
Tribal Consultation - March 2024**

**Graduation**

**2022-2023 Resolution of Concurrence and Non-Concurrence**

<b>Goal</b>	Raise graduation rates for American Indian students.
<b>Reason for Non-Concurrence</b>	All students reach 85% graduation rate by 2020.
<b>Progress from Previous Year</b>	American Indian students' graduation rates for 201-22 are 45.16% (4 year) and 65.7 % (7 year). Tiered Fidelity Inventory (TFI) scores district wide using the Culturally Responsive Field Guide scored 48% in school year 22-23, with a goal of 55% in school year 23-24.
<b>Recommendations</b>	Identify and begin implementation of specific culturally responsive strategies and instruction focusing on meeting the unique educational or cultural needs of American Indian students. Focus on the culture of the school, if they feel safe and welcome at school they will attend and be more engaged. Provide Check & Connect to ALL American Indian students.

**2023-2024 Action Plan for Addressing Non-Concurrence**

<b>Response from School Board</b>	The district has committed to implementing PBIS district-wide and as a part of that, will be clearly articulating/clarifying the district's supports within each of the tiers. This will include taking an inventory of interventions being delivered, staff delivering them, criteria used for identification, ways progress will be monitored, etc. In addition, the district provided Check & Connect training to existing staff who work with American Indian students. Staff development will continue to identify and implement professional development focused on specific culturally responsive strategies for teachers and additional school staff through district wide professional development days.
<b>Action Steps</b>	PBIS training for school PBIS teams are scheduled for the year and have already begun (9/27; 9/27). PBIS & MDE are partnering with us on this work. The culturally responsive field guide will continue to also be a part of this work and will be revisited. Training on the culturally responsive field guide was provided last spring to admin and school SEB MTSS Coordinators to share with their PBIS teams. (for more information please see our SEB MTSS action card). All traditional sites will continue to conduct the Tiered Fidelity Inventory and School Climate Survey twice annually. In addition each school hired an SEB MTSS Coordinator last year and those coordinators are receiving bi-monthly team training and coaching by the district to support them with moving these efforts forward within their PBIS teams. This year the district requested that all schools reach out to their American Indian Home School Liaisons and Integration Specialists to consider adding them to their PBIS teams. Mental health therapy services continue to be provided through Fond Du Lac to Native American Students enrolled in FDL at schools at the following locations: Denfeld, Lincoln Park Middle School, Myers-Wilkins, and Laura MacArthur. American Indian Home School Liaisons and Integration Specialists will be trained in Check and Connect prior to the start of the school year.
<b>Mid-Year Progress Update</b>	American Indian Ed. Professional Development (created by Cutting Edge Teams) being provided this spring to a group of more than 30 staff with opportunities for the future to be offered widely. We have trained the majority of administrators, Integration Specialists, Am. Indian Home School Liaisons, and other Behaviorists in Restorative Practices (almost 200 as of this date). Check and Connect training was expanded to include our American Indian Home School Liaisons and Integration Specialists.

**Duluth Public Schools  
Tribal Consultation - March 2024**

**Other Items**

**2022-2023 Resolution of Concurrence and Non-Concurrence**

<b>Goal</b>	Increase staff and student knowledge of American Indians original to the area.
<b>Reason for Non-Concurrence</b>	Lack of cultural awareness and history of local tribes such as Ojibwe and Dakota. Also lack of understanding of why there is an American Indian Education Department.
<b>Progress from Previous Year</b>	Science Standards: 3rd grade is implementing new science standards specifically to AI students. Misaabekong developing a modern classroom. Blair Powless has been working on a histororaphy and American Indian lessons that have been implemented into East High School last school year. He will continue to work with the other HHigh Schools to implement the lessons. DPS has increased his contract hours and pays for the additional hours.
<b>Recommendations</b>	Provide an American Indian Curriculum Specialist or Instructional Coach.

**2023-2024 Action Plan for Addressing Non-Concurrence**

<b>Response from School Board</b>	The Curriculum, Instruction and Assessment team is intentionally working on building relationships with the American Indian Education Department to include diverse perspectives and support for teachers in including MN Standards related to American Indian Tribes.
<b>Action Steps</b>	Indigenous People's day planning meetings were scheduled with content specialists and curriculum/student achievement coordinators. Content specialists helped plan and support teachers with lesson content for the day. To help achieve this goal 14 classroom teachers attended the session Understand Native Minnesota Educator Academy. Throughout this professional development, our teachers were able to be immersed in Ojibwe history, language, and culture. This professional development offered our teachers the opportunity to bring knowledge to their students about the Ojibwe culture, language and history.
<b>Mid-Year Progress Update</b>	During the planning for Indigenous Peoples' Day, the Content Specialists took part in learning around considerations for teaching and learning about Indigenous people and culture.

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**American Indian Parent Advisory Committee**

Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, Minnesota 55811

29th February 2024

**ISD 709 SCHOOL BOARD**

Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, Minnesota 55811

This letter of support is intended to accompany the vote and resolution of non-concurrence that will be presented to the ISD 709 School Board on February 29, 2024.

Graduation rate is arguably the most objective and comprehensive metric to evaluate if the educational needs of students are being met. The most recent 4-year graduation rate for American Indian students as reported by Duluth Public Schools is 43.58\*. This graduate rate follows the flat graduation rate trend recorded by MDE in the Minnesota Report Card. Utilizing data-based decision making and a rudimentary risk assessment, **it is not likely** that an American Indian student entering 9th grade in the Duluth Public School District will graduate on time. Therefore, this AIPAC cannot concur that the educational needs of our American Indian students are being met.

This AIPAC is sensitive to the fact that there has been a significant change in leadership within the Duluth Public School District American Indian Education Department and we are motivated to support the district in meeting the unique educational and cultural needs of its American Indian students. We have convened, as a committee, to discuss the vote, the resolution statement, and formulate recommendations for improvement. Many of these recommendations may be currently in process but have been included as they are not easily identifiable.

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1. We recommend providing the opportunity for AIPAC committee members to tour all sites where we currently have American Indian Liaisons. We recommend inviting school board members to attend the tour alongside the advisory board. We recommend inviting other interested parties, i.e. the Duluth Indigenous Commission, to attend the tour.
  2. We recommend identifying transportation supports or a transportation alternative for American Indian students.
  3. We recommend PD for all staff w/ respect to American Indian history/culture/contributions.
  4. We recommend the HR Department create an action plan for recruitment/retention specific to American Indian teachers, administration and staff.
  5. We recommend trialing a pilot school w/i a school program to foster internal support and community for American Indian students.
  6. We recommend ensuring a manageable case-load ratio for American Indian Liaisons based on the most accurate count of American Indian students being served by the district.
  7. We recommend identifying a support person whose role it would be to collect and disseminate information re: opportunities for scholarships/career training and other opportunities for American Indian students who are both enrolled & descendants
  8. We recommend reserving dedicated space for the American Indian Education Program in Duluth Public Schools.
  9. We recommend dedicating district resources to directly support American Indian students' attendance and academics and utilizing American Indian Education funds to supplement the district plan goals.
  10. We recommend district funding to create two American Indian Curriculum, Academic and Integration Specialists to provide educational and cultural support.
  11. We recommend providing the AIPAC with regular updates, at least biannual updates, on growth and movement of goals that target American Indian students.
  12. We recommend that the district collaborate with its AIPAC to share and review data pertaining to American Indian students.

\*Source document - 2023 World's Best Workforce

## COW Agenda Cover Sheet

**Meeting Date:** March 4, 2024

**Topic:** Department of American Indian Education

**Presenter(s):** Jennifer Garbow: Coordinator of American Indian Education (presentation)

Amber Greensky: Chair of American Indian Education Parent Advisory Committee (Q & A and conversation)

**Attachment (yes or no):** PowerPoint

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

The Department of American Indian Education is in a time of transition and change. A new coordinator started in January and the American Indian Parent Advisory Committee (AIPAC) has reestablished itself. The department is in the process of strengthening existing goals, identifying and addressing barriers, and exploring new opportunities both within the district and with community partners.

# COMMITTEE OF THE WHOLE

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AMERICAN INDIAN EDUCATION DEPARTMENT

MARCH 5, 2024

JENNIFER GARBOW. COORDINATOR

# MISSION STATEMENT

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Duluth American Indian Education Program's mission is to promote youth leadership, provide academic support and encourage career development for American Indian students based on American Indian values, culture and language.



# JESSICA ROBARGE, AMERICAN INDIAN HOME SCHOOL LIAISON: LINCOLN PARK MS

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*What I like best about my job is watching our youth grow & navigate into young adulthood & being a positive role model for them.*



## **JAMIE DE LA CRUZ, AMERICAN INDIAN HOME SCHOOL LIAISON: LOWELL & MYERS-WILKINS ELEMENTARY**

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*The best part of my job is teaching students and staff about American Indian / Indigenous culture, history, and language.*



# SUSANNA MILLER, AMERICAN INDIAN HOME SCHOOL LIAISON: LAURA MACARTHUR & STOWE ELEMENTARY

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*The best thing I like about my job is helping  
the students with their academics.*



# JP RENNQUIST, AMERICAN INDIAN HOME SCHOOL LIAISON: DENFELD HS

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- *What I like about working for American Indian Education Department is getting to know all of our wonderful young people with all of their energy & life & possibility. I get the privilege of observing them & guiding them through these important times in their lives. And I am always deeply moved & overjoyed to be a part of the process of presenting them with their graduation Odemin sashes & watching them walk across the stage of the Denfeld Auditorium to receive their diplomas as graduating seniors.*



# ANTHONY BUGG: AMERICAN INDIAN HOME SCHOOL LIAISON ORDEAN EAST MS & EAST HS

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*The best part about my job is seeing my students smile & be happy when they see me. Knowing I am making an impact on their lives for the better & providing a safe haven for students to feel comfortable. Strongly encouraging my students that*

**...YOU MATTER!**



# KANIKISA CORBIN: AMERICAN INDIAN HOME SCHOOL LIAISON PIEDMONT ELEMENTARY

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*The kids. They teach me something new everyday, & they make the hard parts of this job worth showing up for. Also, the work we do with students & their families. I genuinely enjoy working and advocating for students & their families.*



# MELANIE BLACK: OFFICE SUPPORT SPECIALIST SENIOR

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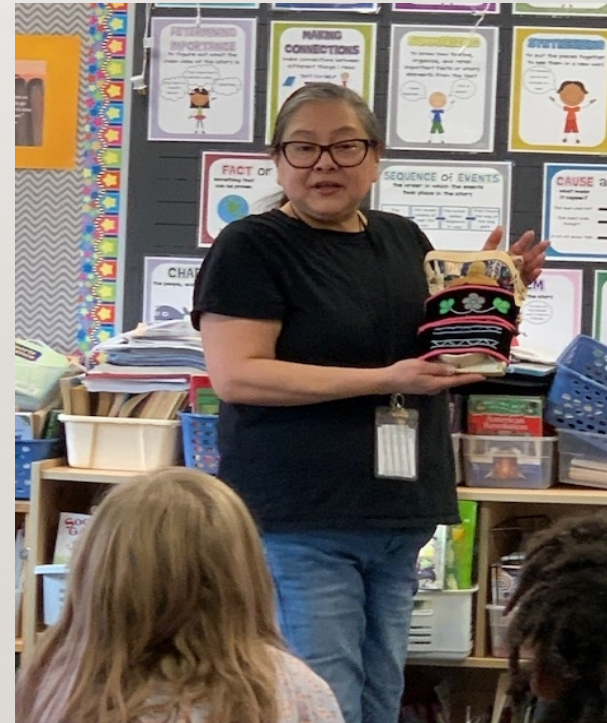
- *What I love most about my new job here.  
What I love most is my coworkers. They have made me feel so welcome and included. Every day I am happy to be here with my coworkers and the work we do for students.*



# CURRENT AIMS:

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- Kindergarten Readiness
- Read Well by Grade 3
- Closing the Achievement Gap
- Graduation
- Other items as identified



# EXPLORING NEW OPPORTUNITIES:

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- Credit recovery through service learning
- School within a School Denfeld
- Summer enrichment camps
- New partnerships
- Family & community engagement
- Growing the department



# AMERICAN INDIAN EDUCATION PARENT ADVISORY COMMITTEE (AIPAC)

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Due March 1<sup>st</sup>

- Vote Resolution of Concurrence/ Non-Concurrence
- Annual compliance documentation
- Resolution document
- AIPAC roster
- AIPAC meeting minutes



**CONNECTING  
DEPARTMENT AIMS WITH  
FAMILY & COMMUNITY  
ENGAGEMENT**

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***I LOVE TO READ MONTH!!***

AIPAC Event

Harrison Community Club



# MIIGWECH!!

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Conversation with Amber Greensky, AIPAC Chair  
Resolution of Concurrence/ Non-Concurrence



## COW Agenda Cover Sheet

**Meeting Date:** March 4, 2024

**Topic:** Modern Classroom Project

**Presenter(s):** Sally Weidt - Student Achievement Coordinator  
London Goode- Classroom Teacher

**Attachment (yes or no):** [Google Slides](#)

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

Duluth Schools is wrapping up the second year of training teachers on the Modern Classroom Project instructional model. This is a self paced, blended learning, mastery based instructional model. Ms. Goode will be sharing her experience having been trained and implementing this in her 5th grade classroom.

# Modern Classroom Project

Sally Weidt

Student Achievement Coordinator



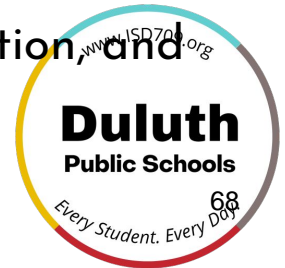
# What is Modern Classroom?

The Modern Classrooms Project is a nonprofit organization that leads a movement of educators in implementing a self-paced, mastery-based instructional model that leverages technology to foster human connection, authentic learning, and social-emotional growth.

**Blended** - teachers and students can use a variety of methods including but not limited to all digital and hard-copy forms of material for instruction

**Self-Paced** - students are able to work through material individually, in small groups, and sometimes large groups at a pace that suits their ability - teachers structure and chunk units of instruction

**Mastery-Based** - a standards based approach to learning, remediation, and enrichment



# Duluth Training and Impact

We began our partnership with MCP in the Summer of 2022. After the first year MCP was invested with us and supported the process for a Bush Foundation grant to cover half of our 2023 trainings. We have had additional offers of matched funding for 2024. This model allows teachers to meet the needs of students and student to have ownership and autonomy in their education.

196

Duluth Educators from all sites have participated in the mentorship program

2

Distinguished Modern Classroom Educators (7 in progress!)



# Feedback from Duluth Educators

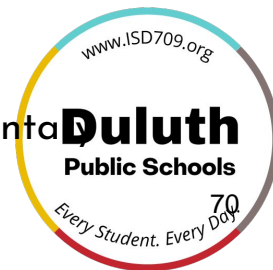
"I think that it would be a **great program for our entire district** to invest in training for." - Susan Kratsch, Denfeld HS

"Want to know a way to **reach more students more effectively**? Have I got a PD opportunity for you!" - John Hotaling, Denfeld HS

**"Take this course! I truly believe MCP will make teaching sustainable!** I'm a 30 year veteran teacher who wasn't sure I could stay in the field of teaching until retirement. MCP has given me hope that I can. There will be more up front work, but once I have my lessons, videos, practice pages, and mastery checks completed, I will have more time and energy to help my students every day and know that they are truly engaged in learning!" - Suzanne Marquardt, Ordean East MS

"Do it. It makes you think, and **it makes you grow.**" - Karen Tokarczyk, Stowe Elementary

<sup>44</sup>  
**"It will transform my teaching!"** - Megan Bennett, Lowell Elementary



# Feedback from Duluth Students

*Student feedback about what they “like” about work in a classroom that is self paced, mastery based, and blended instruction.”*

“I like that I can work at my own speed.”

“I like that my teacher can help me when I need help.”

“I like to rewatch the videos when I am stuck.”

“I like that we can work with our friends and solve problems together.”

“I know when I have mastered my lesson, I like that I can go into my pacing guide and what to do next.”

45



# Hear from a MCP Distinguished Teacher!

London Goode is a 5th grade teacher at Lowell.



*The MCP team noted that “Ms. Goode had “an incredible classroom” and has embraced every component of the MCP model. We observed small group instruction along with authentic, organic collaboration. Students were completely self-directed and independent in collecting materials and moving through the learning progression. Ms. Goode’s instructional videos were also exceptional, with multiple means of engagement.”*

See Ms. Goode’s virtual [classroom](#) with her student lesson tracker.



# Student Impact on Achievement

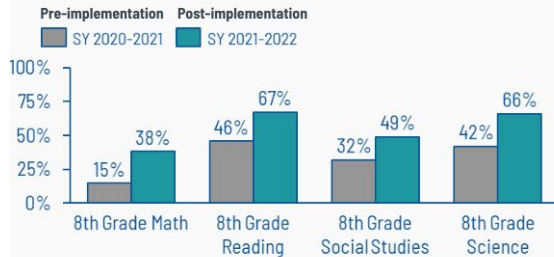
Students who have been in a MCP based project in the 23/24 school year will have their end of year 7th grade ELA results compared to the previous year scores (6th grade) at the end of 23/24. This will be comparing both the same group of students as well as the previous year 7th graders in the same sections.

## Impact on Student Academic Outcomes



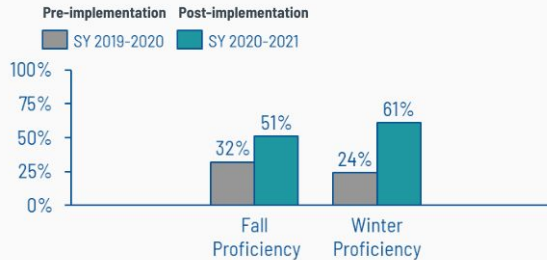
Gains in 8<sup>th</sup> grade academic proficiency on the state STAAR assessment after fully implementing our approach for one year

**Student Achievement Growth in STAAR**  
% of students meeting STAAR proficiency



Gains in K-8 academic proficiency on the Inspect Math Benchmark Assessment after implementing our approach for one year

**Student Achievement Growth in Math Benchmark Assessment**  
% of students meeting proficiency



# Questions?



# Further Information

- **MCP Free Online Course:**  
<http://learn.modernclassrooms.org>
- **Modern Classrooms Edutopia Videos:**  
[Secondary + Elementary](#)  
[Using Blended Learning to Teach Cursive](#)
- **Research and Impact:**  
[www.modernclassrooms.org/impact](http://www.modernclassrooms.org/impact)
- **Examples of Modern Classrooms:**  
[Exemplar Units](#)  
[Meet Modern Classrooms Educators](#)
- **Facebook Group:**  
[www.facebook.com/groups/modernclassrooms](http://www.facebook.com/groups/modernclassrooms)
- <sup>49</sup> **The Modern Classrooms Podcast:**  
<https://modernclassroomspodcast.fireside.fm/>

## MCP Spring 2023 Impact Slides for Duluth

**Duluth MCP Contact:**  
Sally Weidt  
[sally.weidt@isd709.org](mailto:sally.weidt@isd709.org)  
x2291



## **COW Agenda Cover Sheet**

**Meeting Date:** March 4, 2024

**Topic:** Safety and Security Update

**Presenter(s):** Taylor Dickinson, CSP  
Virginia and Brainerd Regional Manager with the Institute for Environmental Assessment, Inc.

**Attachment (yes or no):** PowerPoint

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

IEA representatives were requested to complete an assessment of current District security practices, including a review of the buildings, as well as the District's written Emergency Operations plan. Taylor will provide an update as to what the findings were and how improvements can and will be made to existing systems relating to emergency response.



# Safety & Security Assessment Review



Taylor Dickinson, CSP  
Virginia & Brainerd Regional Manager



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## IEA, Inc.

Institute for Environmental  
Assessment

Based out of Brooklyn Park

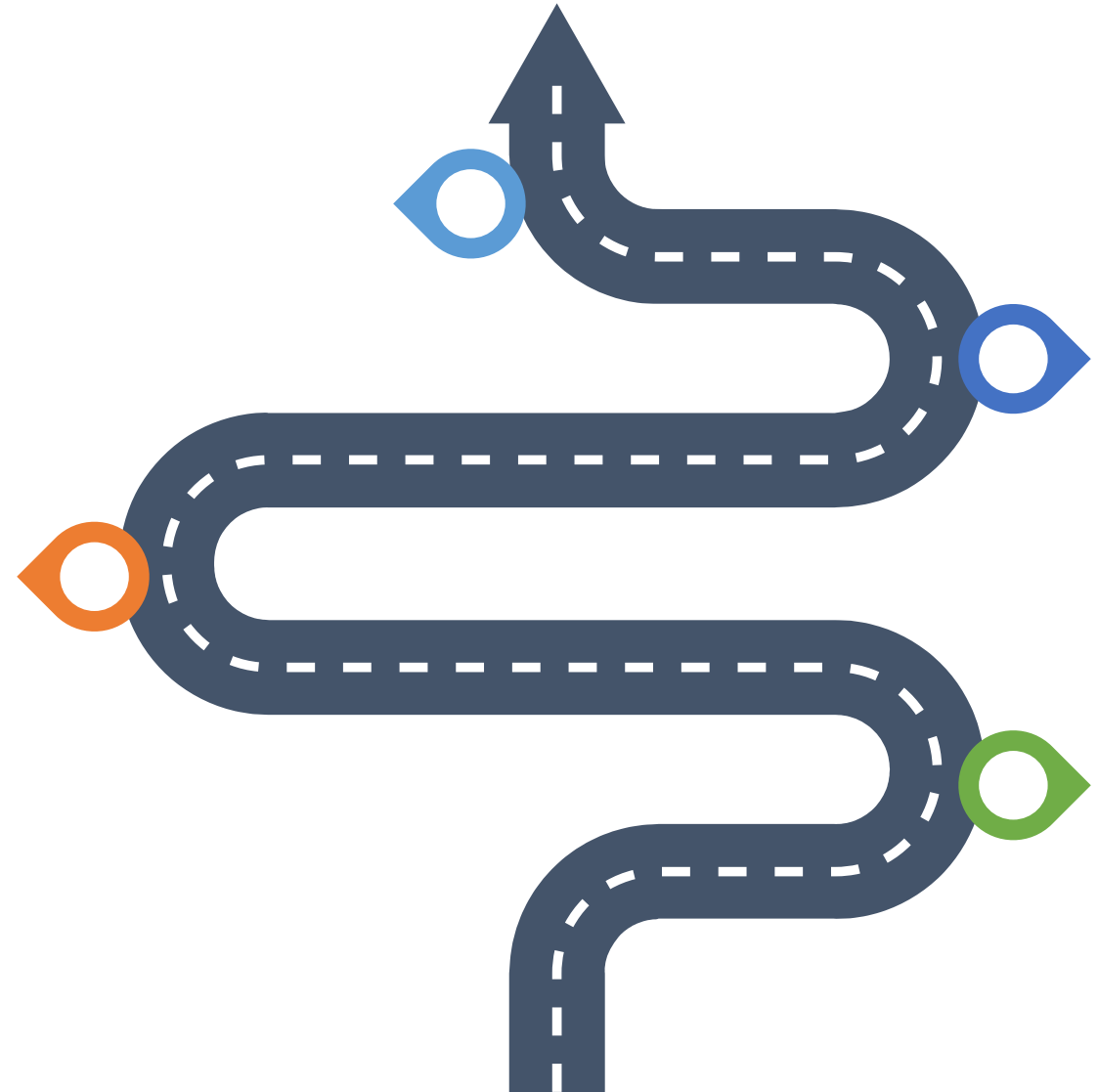
Satellite offices in Virginia, Brainerd,  
Marshall, Mankato, and Rochester

Providing Environmental, Health and  
Safety (EH&S) services to public and  
private organizations



# Goal

- Evaluate current systems
- Develop a plan to improve systems to unify the District
- Create an updated plan
- Implement and train on the plan
- Develop a maintenance plan





# What constitutes an emergency?

Gas leak, winter storm, fire, medical emergency, death of staff or student, verbal threat, weapons...

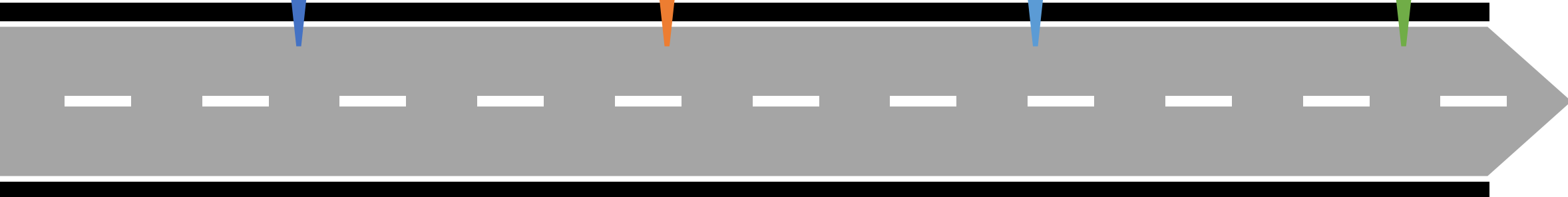
# Process

Physical Assessments

Review Districtwide Plan

Determine Action Plan

Implement



# Update

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# Assessment & Review of Current Plan

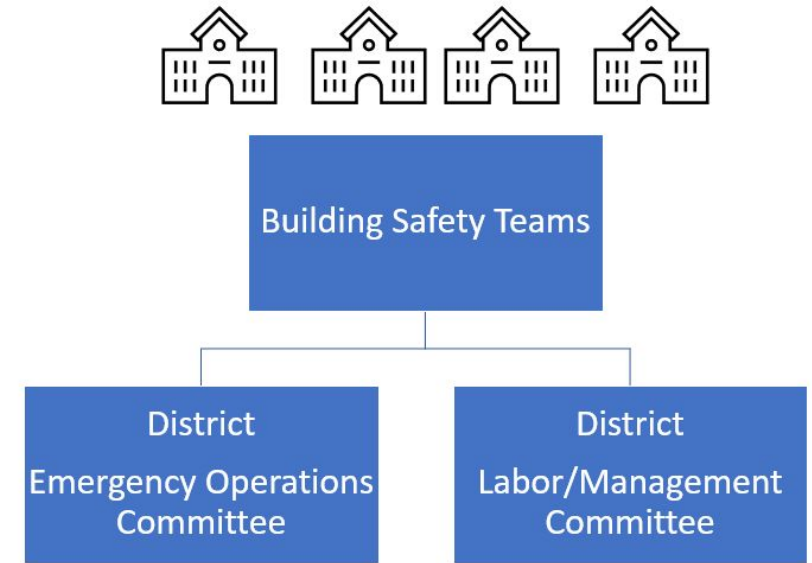
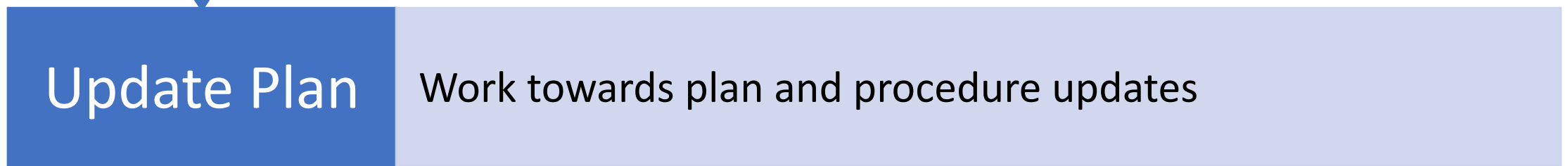
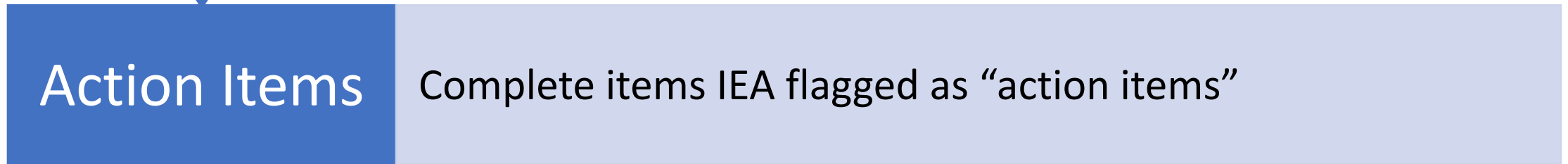
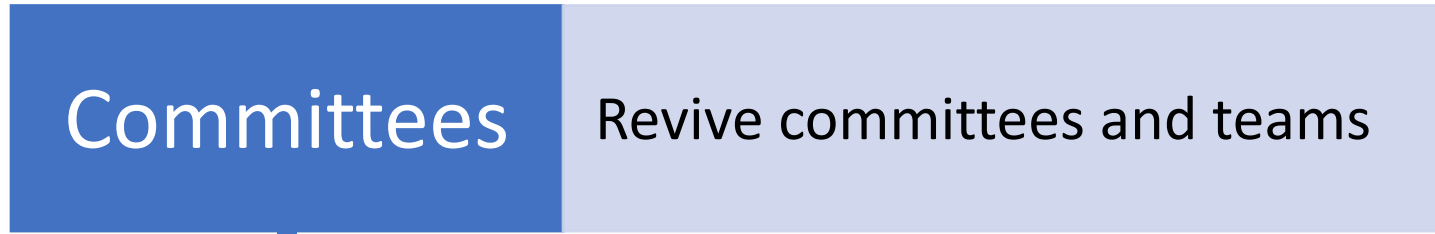
- Door management, including propping of doors and schedules of exterior doors
- Labeling and signage
- Visitor management
- Training for staff on procedures, processes, threat assessments, etc.
- Ensuring everyone is aware of available resources
- Establishing continuity between all district buildings



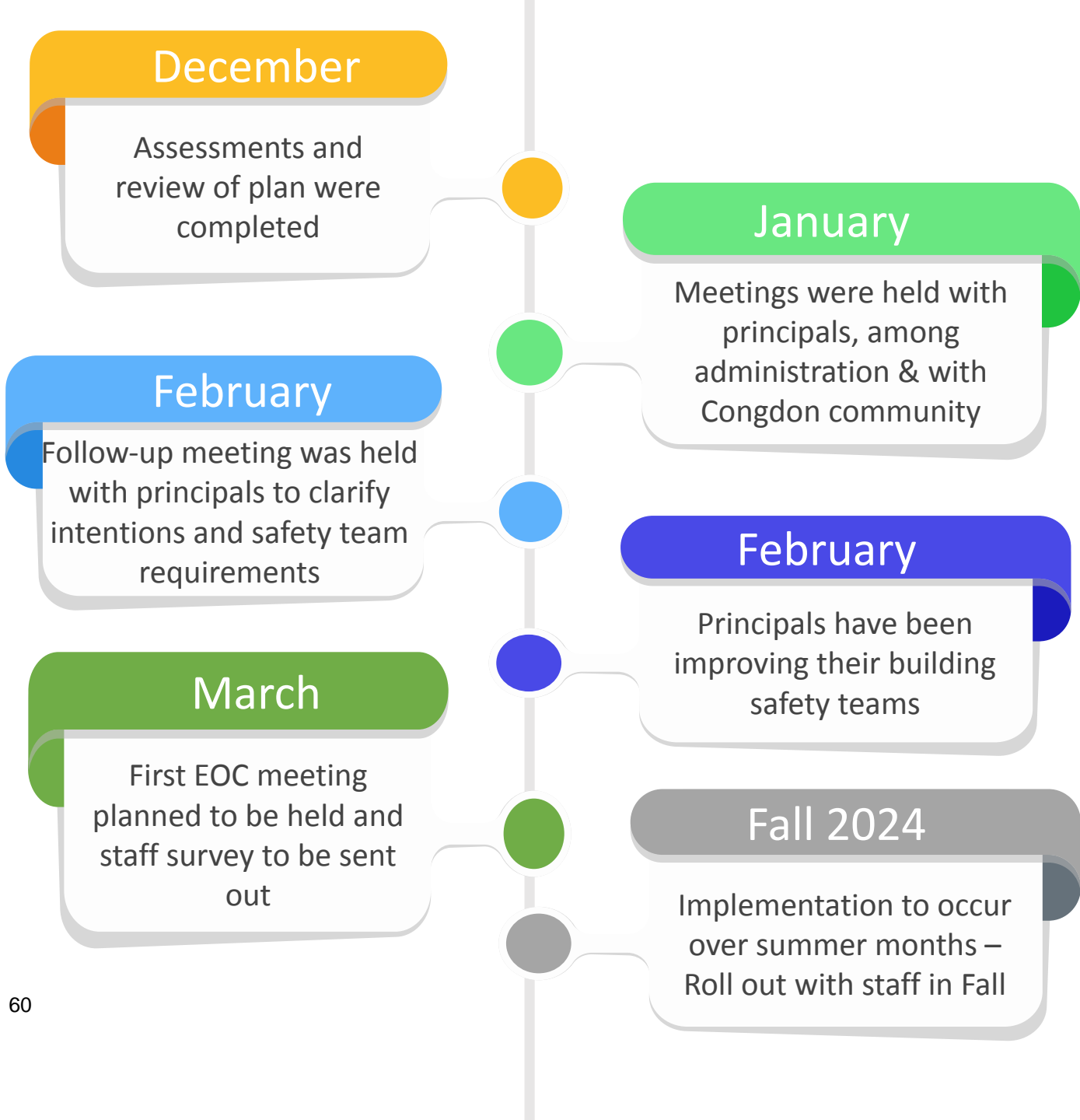
# Review of the Assessment

- Internal discussion was held to determine next steps
- Determined that the plan and procedures need updating

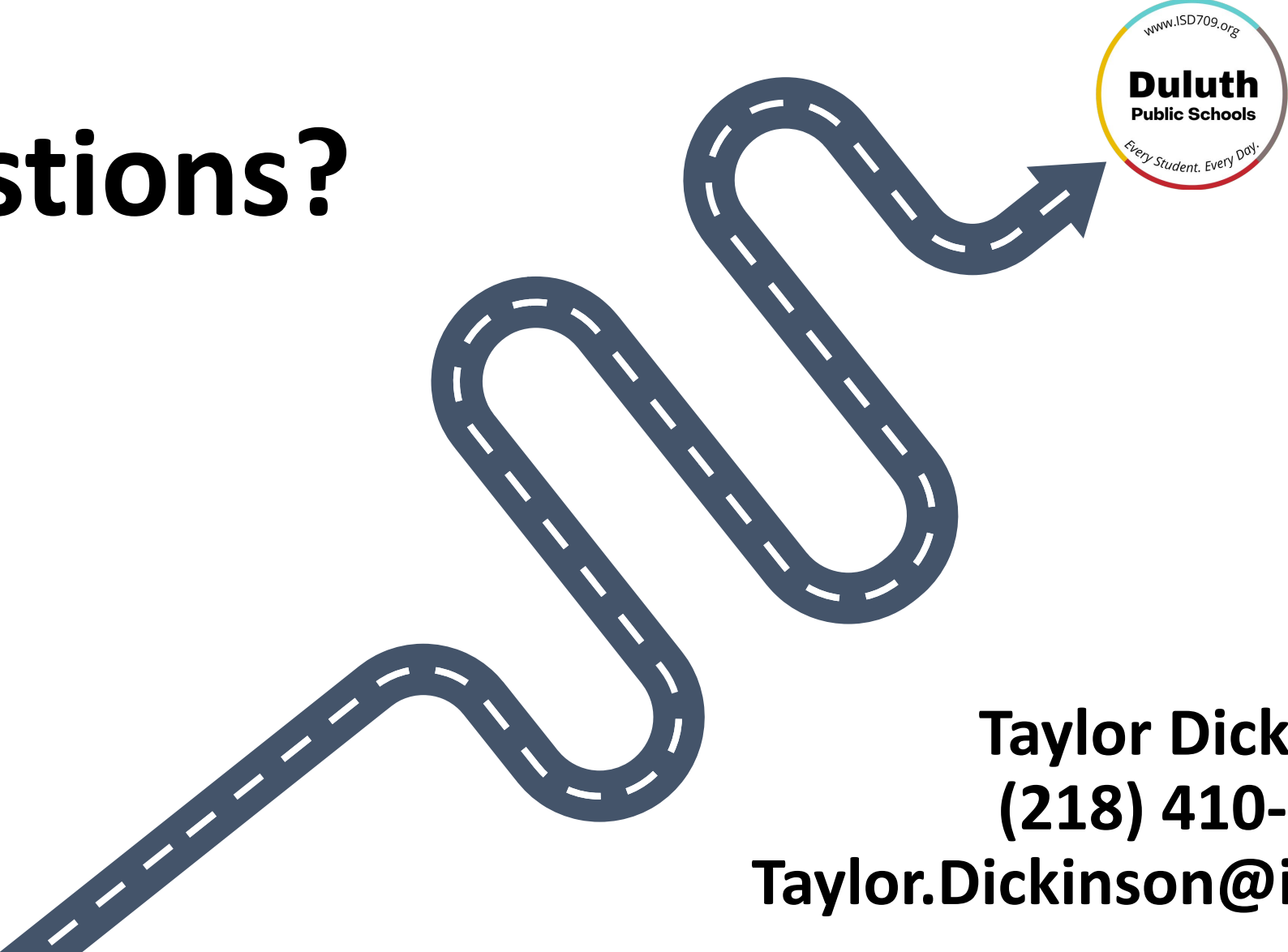
# Steps for Updating



# Timeline



# Questions?



**Taylor Dickinson**  
**(218) 410-9521**  
**Taylor.Dickinson@ieasafety.com**

**HR / Business Services Committee**

Duluth Public Schools, ISD 709

Agenda

Monday, March 11, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

<b>1. <u>Guest Presentations for this Meeting</u></b>	
<b>2. <u>Department Reports</u></b>	
<b>A. Human Resources</b>	
1) HR Monthly Department Summary Report	2
<b>B. Business Services</b>	
1) Enrollment Report	4
2) Child Nutrition Department Report	7
3) Facilities Department Report	9
4) Technology Department Report	12
5) Transportation Department Report	13
<b>3. <u>Recommended Resolutions</u></b>	
A. B-3-24-4018 - Acceptance of Donations to Duluth Public Schools	14
<b>4. <u>Consent Agenda</u></b>	
A. HR Staffing Report	15
B. Finances	
1) Financial Report	17
2) Fundraisers	18
C. Bids, RFPs, and Quotes	
1) Bid #1323 Homecroft Parking Lot Reconstruction	19
D. Contracts, Change Orders and Leases - None	
<b>5. <u>Miscellaneous Informational Items (no action required)</u></b>	
A. Expenditure Contracts	21
B. No Cost Contracts - None	
C. Revenue Contracts	63
D. Grant Applications	69

## Human Resources Report Summary March 2024 Activities

### Staffing Updates:

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

	Certified	Non-Certified
<b># New Hires</b>	9	28
<b># Retirements</b>	10	2
<b># Resignations</b>	2	10
<b># Leave of Absences</b>	7	2

### HR Department Updates:

Human Resources and Finance staff have been meeting with principals to view their current staffing levels, ensuring that FTE allocations and funding sources are accurate in preparation for 2024-2025 staffing decisions. ESSER position displacement notices (44) were sent out before the February break to teachers and all other displacement letters will be sent to certified staff by March 15 (~90). The second batch of letters includes long-term substitutes, 24 hour postings, out of field placements, tier 1 licensure, temporarily funded positions, and interim positions. To date, we have received 23 total retirement notices. The deadline for certified staff to submit without severance delay was February 1.

On February 15, Executive Director Theresa Severance attended the Minnesota Public Employee Labor Relations Association Winter Conference where the topics ranged from legislative changes to the Public Employment Labor Relations Act, Minn. Stat. 179A regarding terms and conditions of employment such as staffing ratios, continued discussion on the Earned Sick and Safe Time implementation challenges, navigating repudiation of past practice and working with Union stewards to understand union time and union leave.

### Benefits Updates:

The Benefits Department has made the 1095-C (ACA) forms available via Skyward, and mailed all forms to anyone who did not opt out of getting a physical copy. In addition, the information has successfully been submitted to the IRS.

The Department is hard at work planning our first ever Employee Wellness Fair, which will be held on May 8th, from 12:30p-5p at the DSC building. There are already 24 confirmed vendors, and more are confirming each day. These vendors include Aviben, PEIP, Delta Dental, AAA, Duluth Parks and Rec, Crossfit Aerial, Superior Choice Credit Union, Risk Administration Services, and many more. Our District will also be represented by a Human Resources table, a Benefits table, a Health and Safety table, and a Community Ed table.

The Benefits Department highlighted our EAP in the February Human Resources Newsletter, including tips to getting a good night sleep. Calm was also highlighted for tips on finding a healthy work-life balance.

**Hiring Updates:**

Certified:

For 24-25 school year:

Teachers

- Elementary (9)*
- Middle School (2)*
- High School (2)*

For Summer School:

- Excel Targeted Services (5)*
- Residential (4)*
- Seat Based (6)*

Non-Certified:

Child Nutrition (3)

Clerical (1)

Maintenance(14)

- School Custodian (5)*
- Engineer II (2)*
- Second Shift Engineer I (4)*
- Second Shift Engineer II (1)*
- Master Electrician (1)*

Transportation (8)

- School Bus Driver II (3)*
- School Bus Helper (2)*
- Head Start Bus Helpers (4)*
- Temporary Van Driver (1)*

Playground/Cafeteria Monitor(6)

Paraprofessionals (8)

- Licensed Sign Language Interpreter (3)*
- LPN Paraprofessional (1)*
- Sign Language Facilitator (1)*
- Sp. Ed. Building Wide Paraprofessional (3)*
- Sp. Ed. Program Paraprofessional (1)*
- Sp. Ed. Student Spec. Set III Paraprofessional (1)*
- Sp. Ed. Program Paraprofessional LPN (1)*
- Preschool Floating Paraprofessional (1)*
- Sp. Ed. Paraprofessional- After School Club (1)*

**Contract Negotiations:**

We have a potential tentative agreement with the Duluth Federation of Teachers with language change information being shared with the bargaining unit on March 5 in anticipation for a vote on March 14. We are still active in negotiations with the Education Directors Association. Contracts still waiting to start the process for July 1, 2023 contract expiration are the Clerical Unit and the District-Wide Instructional Administrators Association. The National Conference of Firemen and Oilers contract expires July 1, 2024.

2023-2024	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12
School	Enroll	Gr 1-5													
Congdon Park 435	475.00	395.00	80.00	67.00	66.00	83.00	92.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	436.00	370.00	66.00	74.00	75.00	74.00	78.00	69.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	246.00	210.00	36.00	41.00	46.00	48.00	38.00	37.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	523.00	441.00	82.00	103.00	75.00	82.00	86.00	95.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	299.50	247.50	52.00	51.50	55.00	45.00	53.00	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion 521	331.00	274.00	57.00	63.00	59.00	52.00	47.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	287.00	239.00	48.00	45.00	54.00	46.00	43.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	313.00	261.00	52.00	51.00	51.00	56.00	50.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	390.00	313.00	77.00	72.00	61.00	66.00	53.00	61.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	224.00	183.00	41.00	42.00	32.00	40.00	36.00	33.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	624.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	238.45	184.00	201.55	0.00	0.00	0.00	0.00
Ordean East Middle 335	1104.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	372.60	346.30	385.10	0.00	0.00	0.00	0.00
AE Online 650	186.58	644 students 48 Open Enrolled, 63 FT Residents, 533 PT Residents average enrollment 0.29 or less than 2 classes						0.00	1.20	0.60	1.35	30.16	48.40	62.40	42.47
Denfeld 215	913.15							0.00	0.00	0.00	0.00	248.25	270.60	192.95	201.35
East 220	1400.85							0.00	0.00	0.00	0.00	376.00	358.90	339.05	326.90
Merritt Creek Academy 81	84.60	34.00	8.00	4.00	3.00	10.00	7.00	10.00	9.00	7.00	9.60	6.00	7.00	3.00	1.00
ALC 611	73.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	12.00	36.00	24.70
Chester Creek Academy 575	30.00	21.00	0.00	2.00	4.00	5.00	7.00	3.00	2.00	2.00	1.00	2.00	2.00	0.00	0.00
Rock Ridge Academy 580	41.80	12.00	2.00	6.00	1.00	2.00	1.00	2.00	3.80	3.40	5.70	6.20	7.00	1.70	0.00
Arrowhead Academy 605	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	4.00	7.00	5.00	4.00
Bethany Crisis Shelter 615	0.75	0.25	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.25	0.00	0.00	0.25	0.00
Hospitals 630	18.00	6.00	0.00	2.00	1.00	1.00	0.00	2.00	0.00	0.00	3.00	4.00	3.00	2.00	0.00
The Bridge 950	14.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.85
<b>Total:</b>	<b>8038.78</b>	<b>3006.75</b>	<b>601.00</b>	<b>623.50</b>	<b>583.00</b>	<b>610.00</b>	<b>591.00</b>	<b>599.25</b>	<b>627.05</b>	<b>544.30</b>	<b>608.55</b>	<b>677.61</b>	<b>715.90</b>	<b>642.35</b>	<b>615.27</b>

**2023-2024**  
**Month to Month Enrollment Changes by School**

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
2023-2024	22-23	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY
Congdon Park 435	458.00	473.00	471.00	477.00	480.00	474.00	479.00	475.00	0.00	0.00	0.00	-4.00		2.00	17.00
Homecroft 475	404.00	435.00	435.00	435.00	434.00	434.00	434.00	436.00	0.00	0.00	0.00	2.00		1.00	32.00
Lakewood 500	253.00	247.00	246.00	246.00	248.00	248.00	246.00	246.00	0.00	0.00	0.00	0.00		-1.00	-7.00
Lester Park 510	577.00	529.00	527.33	524.00	522.00	523.00	525.00	523.00	0.00	0.00	0.00	-2.00		-6.00	-54.00
Lowell 520	274.00	304.00	305.00	303.00	300.00	300.50	299.50	299.50	0.00	0.00	0.00	0.00		-4.50	25.50
Lowell Immersion 521	322.00	343.00	342.00	340.00	336.00	334.00	332.00	331.00	0.00	0.00	0.00	-1.00		-12.00	9.00
MacArthur 525	291.00	290.00	290.00	290.00	286.00	288.00	288.00	287.00	0.00	0.00	0.00	-1.00		-3.00	-4.00
Myers Wilkins 540	315.83	319.00	320.66	322.00	326.33	327.00	323.00	313.00	0.00	0.00	0.00	-10.00		-6.00	-2.83
Piedmont 550	409.00	396.00	397.00	396.00	394.00	393.00	390.00	390.00	0.00	0.00	0.00	0.00		-6.00	-19.00
Stowe 565	232.00	226.00	225.00	222.00	223.00	222.00	219.00	224.00	0.00	0.00	0.00	5.00	-11.00	-2.00	-8.00
Lincoln Middle 225	592.55	630.00	627.40	633.00	626.73	630.15	625.15	624.00	0.00	0.00	0.00	-1.15		-6.00	31.45
Ordean East Middle 335	1058.83	1101.60	1094.65	1110.40	1110.85	1107.85	1101.63	1104.00	0.00	0.00	0.00	2.37	1.22	2.40	45.17
AE Online 650	164.51	94.25	124.68	125.78	139.04	136.49	192.35	186.58	0.00	0.00	0.00	-5.77		92.33	22.07
Denfeld 215	888.35	968.20	951.20	972.80	952.15	944.45	916.25	913.15	0.00	0.00	0.00	-3.10		-55.05	24.80
East 220	1389.25	1567.00	1484.18	1469.00	1456.30	1453.90	1410.15	1400.85	0.00	0.00	0.00	-9.30	-18.17	-166.15	11.60
Merritt Creek Academy 81	83.78	85.00	82.62	86.75	80.78	77.60	84.45	84.60	0.00	0.00	0.00	0.15		-0.40	0.82
ALC Seat Based 611	86.70	96.00	82.55	78.55	73.55	67.15	72.70	73.70	0.00	0.00	0.00	1.00		-22.30	-13.00
Chester Creek Academy 575	47.33	32.00	32.00	30.00	29.00	29.00	31.00	30.00	0.00	0.00	0.00	-1.00		-2.00	-17.33
WHA RRA 580	27.45	49.00	51.00	48.70	45.00	43.75	44.70	41.80	0.00	0.00	0.00	-2.90		-7.20	14.35
Arrowhead Academy 605	21.00	14.00	15.00	15.00	15.00	17.00	19.00	22.00	0.00	0.00	0.00	3.00		8.00	1.00
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.25	0.00	0.00	2.00	0.75	0.00	0.00	0.00	-1.25		0.50	0.50
Hospitals 630	23.00	10.00	14.00	16.00	22.00	9.00	19.00	18.00	0.00	0.00	0.00	-1.00		8.00	-5.00
The Bridge 950	10.00	18.00	17.85	17.85	18.00	18.00	14.85	14.85	0.00	0.00	0.00	0.00	-2.00	-3.15	4.85
<b>Total:</b>	<b>7928.83</b>	<b>8227.30</b>	<b>8136.37</b>	<b>8159.08</b>	<b>8117.73</b>	<b>8077.84</b>	<b>8068.73</b>	<b>8038.78</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-29.95</b>	<b>-29.95</b>	<b>-188.52</b>	<b>109.95</b>
<b>Change</b>		<b>298.47</b>	<b>-90.93</b>	<b>22.71</b>	<b>-41.35</b>	<b>-39.89</b>	<b>-9.11</b>	<b>-29.95</b>	<b>-8038.78</b>	<b>0.00</b>	<b>0.00</b>				

**2023-2024**  
**Month to Month Enrollment Changes by Grade**

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2023-2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	170.00	173.00	213.00	328.00	335.00	353.00	367.00	0.00	0.00	0.00	14.00		197.00	277.00
PK	0.00	32.00	66.00	52.00	52.00	51.00	50.00	0.00	0.00	0.00	-1.00	13.00	50.00	43.29
KA	145.00	148.00	152.00	162.00	161.00	162.00	163.00	0.00	0.00	0.00	1.00		18.00	156.14
KG	455.00	450.00	445.00	435.00	437.00	438.00	438.00	0.00	0.00	0.00	0.00		-17.00	442.57
1	627.20	618.00	620.00	619.00	617.50	622.50	623.50	0.00	0.00	0.00	1.00		-3.70	621.10
2	597.00	595.00	592.00	588.00	586.00	588.00	583.00	0.00	0.00	0.00	-5.00		-14.00	589.86
3	615.00	613.00	618.00	619.00	609.00	610.00	610.00	0.00	0.00	0.00	0.00		-5.00	613.43
4	610.33	602.33	603.00	601.00	603.00	592.00	591.00	0.00	0.00	0.00	-1.00		-19.33	600.38
5	610.99	605.99	603.00	598.66	602.00	605.00	599.25	0.00	0.00	0.00	-5.75		-11.74	603.56
6	640.00	634.10	637.30	633.30	631.00	629.60	627.05	0.00	0.00	0.00	-2.55	-12.30	-12.95	633.19
7	555.00	542.45	551.75	549.30	545.75	546.60	544.30	0.00	0.00	0.00	-2.30		-10.70	547.88
8	610.23	600.10	606.25	608.63	608.45	607.93	608.55	0.00	0.00	0.00	0.62	-1.68	-1.68	607.16
9	670.00	656.18	677.65	676.21	674.81	676.08	677.61	0.00	0.00	0.00	1.53		7.61	672.65
10	711.05	710.05	725.20	722.10	714.35	718.05	715.90	0.00	0.00	0.00	-2.15		4.85	716.67
11	655.20	655.39	654.85	647.93	638.23	637.20	642.35	0.00	0.00	0.00	5.15		-12.85	647.31
12	725.30	705.78	673.08	657.60	649.75	635.77	615.27	0.00	0.00	0.00	-20.50	-15.97	-110.03	666.08
<b>K 12 Total:</b>	<b>8227.30</b>	<b>8136.37</b>	<b>8159.08</b>	<b>8117.73</b>	<b>8077.84</b>	<b>8068.73</b>	<b>8038.78</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-29.95</b>	<b>-29.95</b>	<b>-188.52</b>	<b>8117.98</b>
<b>Change</b>		-90.93	22.71	-41.35	-39.89	-9.11	-29.95	-8038.78	0.00	0.00				

# Child Nutrition Report

## February 2024 Meal Counts

Week of:	Breakfast 2/1/2024	Lunch 2/1/2024	Breakfast 2/5/2024	Lunch 2/5/2024	Breakfast 2/12/2024	Lunch 2/12/2024	Breakfast 2/26/2024	Lunch 2/26/2024	Breakfast	Lunch	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
<b>Congdon</b>	195	742	500	1667	448	1636	402	1335			1545	5380	97	336
<b>Denfeld</b>	425	932	1129	2597	1055	2543	850	2038			3459	8110	216	507
<b>Harbor City</b>											0	1420	0	89
<b>East High</b>	547	1069	1449	2615	1426	2620	1057	2034			4479	8338	280	521
<b>Homecroft</b>	287	710	667	1705	659	1708	551	1333			2164	5456	135	341
<b>Lakewood</b>	168	385	494	926	396	862	391	751			1449	2924	91	183
<b>Lester Park</b>	285	826	731	1794	667	1786	599	1463			2282	5869	143	367
<b>Lincoln park</b>	348	879	936	2129	993	2127	702	1635			2979	6770	186	423
<b>Lowell</b>	546	1000	1497	2367	1275	2293	1114	1852			4432	7512	277	470
<b>Laura Macart</b>	364	468	1001	1232	978	1222	806	990			3149	3912	197	245
<b>Myers-Wilkin:</b>	285	521	783	1279	714	1300	608	996			2390	4096	149	256
<b>Ordean/East</b>	250	1376	652	3314	618	3317	524	2647			2044	10654	128	666
<b>Piedmont</b>	534	780	1340	1793	1350	1788	1071	1505			4295	5866	268	367
<b>Rockridge</b>	52	71	112	179	111	179	89	134			364	563	23	35
<b>Stowe</b>	352	385	910	1014	894	975	709	791			2865	3165	179	198
<b>ALC</b>	15	32	71	71	55	76	51	68			192	247	15	19
	2 days	1 day ALC	5 days	4 days ALC	5 days	4 days ALC	4 days	4 days ALC						
	4653	10176	12272	24682	11639	24432	9524	19572	0	0	38088	80282	2383	5021
<b>Denfeld Supp</b>	Mon-thurs	182		602		227		450				1461	<b>TOTAL</b>	
Days of service		1		4		2		4					133	Daily

### Summer Meals 2024

Preliminary plans are underway for the summer meals program for summer of 2024. Still waiting for the State of Minnesota to officially announce which areas/schools can have meal programs. Eligibility is determined by area eligibility of the families that live in that area. This information is taken from the free and reduced lunch applications that are returned each school year. Duluth Schools has been a provider of summer meals for many years and appreciates the opportunity to feed children in the summer when they are out of school.

### Commodity Purchases for school year 2024-2025

Once a year the State of Minnesota opens the Commodity Store for purchases for the next school year. For over 15 years, Child Nutrition has taken almost all of it's commodity dollar purchases in fresh fruits and vegetables through the Department of Defense program (DOD). Commodity dollar awards are based off of meals served during the past 2 years. Child Nutrition will again spend around \$275,000 in fresh fruits and vegetables, as well as ground beef crumbles, diced chicken and other proven favorites in quality and taste. Our budget to spend for next year (24-25) is \$372,000.

## Meals Year to Date

Monthly counts	Breakfast										TOTALS	Daily
2023 2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June		Average
Congdon	1095	1539	1861	1290	1969	1545					9299	83
Denfeld	3715	4850	4732	3245	4388	3459					24389	218
East High	3724	4911	5416	3984	5578	4479					28092	251
Homecroft	2658	3086	3036	1979	2807	2164					15730	140
Lakewood	1581	1770	1897	1191	1873	1449					9761	87
Lester Park	2667	2832	2883	1827	2795	2282					15298	136
Lincoln park Middl	2925	3735	3764	2681	3472	2979					19556	175
Lowell	6181	8242	5809	3820	5682	4432					32146	287
Laura Macarthur	3808	4046	4006	2689	3841	3149					21539	192
Myers-Wilkins	3100	3431	3342	2231	2947	2390					17441	156
Ordean/East Midd	2314	2688	2715	1852	2541	2044					14154	126
Piedmont	5583	5962	5748	3779	5403	4295					30770	275
Rockridge	836	698	852	378	499	364					3215	29
Stowe	3292	3196	3464	2560	3561	2865					18938	169
ALC	222	226	332	195	231	192					1398	
	43501	49200	49657	33701	47567	38088	0	0	0	0	261714	2324
	Lunch										TOTALS	Daily
	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June		Average
Congdon	5932	6587	6887	4789	6711	5380					36286	324
Denfeld	10377	11204	10803	7488	10052	8110					58034	518
East High	9184	10201	10430	7490	10839	8338					56482	504
Homecroft	6246	6809	7070	4915	7021	5456					37517	335
Lakewood	3266	3727	3703	2607	3710	2924					19937	178
Lester Park	7042	7817	7382	4853	7237	5869					40000	357
Lincoln park Middl	8588	8893	8895	6123	8639	6770					47008	428
Lowell	9141	9814	9656	2725	9673	7512					48521	433
Laura Macarthur	4413	4914	4921	3374	4821	3912					26355	235
Myers-Wilkins	4885	5366	5422	3710	5017	4096					28476	254
Ordean/East Midd	12218	13531	13574	9461	13552	10654					72990	652
Piedmont	8995	7682	7583	5271	7741	5866					41118	367
Rockridge	706	832	787	478	757	563					4123	37
Stowe	3190	3580	3750	2743	3844	3165					20272	181
ALC	441	366	476	202	282	247					2014	
Supper	0	476	1228	1328	2542	1461				0	7035	
Harbor City	1711	1798	1726	1013	1590	1420				0	9256	
	94315	103375	104293	68570	104028	81743	0	0	0	0	556324	4804
Head Start	Breakfast										TOTALS	Daily
	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June		Average
Homecroft	159	267	238	192	287	187				0		
Lester Park	155	243	225	170	253	215				0		
Lowell	257	458	387	301	422	330				0		
Laura Macarthur	205	372	320	255	427	268				0		
Myers-Wilkins	562	699	434	443	530	545				0		
Piedmont	229	432	335	304	435	344				0		
Stowe	137	221	188	105	242	175				0		
	1704	2692	2127	1770	2596	2064	0	0	0	0		
Head Start	Lunch										TOTALS	Daily
	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June		Average
Homecroft	159	267	238	192	287	187				0		
Lester Park	289	459	414	330	453	398				0		
Lowell	358	595	491	409	621	501				0		
Laura Macarthur	208	376	321	256	431	268				0		
Myers-Wilkins	562	699	434	443	530	545				0		
Piedmont	292	517	415	364	548	461				0		
Stowe	137	221	188	105	242	175				0		
	2005	3134	2501	2099	3112	2535	0	0	0	0		
AFTERSCHOOL SNACK											TOTALS	Daily
	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June		Average
Congdon	857	1845	1905	1276	1956	1553				in may		
Lincoln park Middl	526	1082	1257	656	1110	800						
Lowell	2352	2614	2456	1801	2489	1775						
Laura Macarthur	406	573	620	348	594	495						
Myers-Wilkins	183	959	907	529	319	581						
Piedmont	765	1111	890	528	938	776						
Stowe	262	582	619	446	650	580						
	5351	8766	8654	5584	8065	6360	0	0	0	0		
Total meals/snack	146,876	167,167	167,232	111,724	165,388	130,790	-	-	-	-	889,157	
Days of service	22	20	20	14	20	16						112
Average meals per	6,676	8,358	8,362	7,980	8,268	8,174	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
2022 2023 school year											TOTALS	Daily
	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June		Average
Total meals/snacks	127,683	141,909	138,584	94,905	136,642	105,321	154,615	103,507	176,292	37,804	1,217,242	
Days of service	19	19	20	13	19	14	21	14	22	6		167
Average meals per day	6,719	7,469	6,929	7,300	7,192	7,523	7,363	7,393	8,013	6,301		

# Facilities Management & Capital Project Status Report

## March 2024

### Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 286 work orders and are currently working on 278 open work orders.
- Facilities are working on constructing the new Computer Maintenance Management System (CMMS) the operational framework is completed. Fixed and Capital Asset reidentification will happen to integrate with Skyward.
- Auction of surplus items was held on the 24th of Feb. at the Garfield building.

### Capital / Construction

- Smith Bell and Clock began the repairs of the clock tower. Hands and Gearing have been removed and are in the process of being redone
- Duluth News Tribune building Schematic Design is complete. Mechanical, Electrical and Structural Engineering assessment has been started.
- Bid opening for the Homecroft parking lot renovation occurred on 3/5/2024
- Lowell Elementary building envelope project is in the process of scope development from ICS
- Lincoln Park Middle School Pool project has cleared the document phase. Horizon is in the process of applying for the permitting through Minnesota Dept. of Health
- Quotes were received and awarded for Lincoln Park Middle School pool filter replacement portion of the renovation.
- Transportation bldg expansion kick off meeting. Project Scope and timeline items discussed.

### Discussion with Legal Representation

- Facilities are still in discussions with Sedgwick on behalf of Kemps for the damage to Lowell elementary's loading dock wall.

### 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.

## **Health, Safety, and Environmental Management**

- **Audits & Inspections**
  - Automotive hoists at Denfeld were inspected, one needs repairs before it can be returned to use, one needs to be replaced. Both hoists that did not pass were locked out of service.
  - IEA did radon testing at all school sites in Feb, two rooms were slightly over the action limit (One at Denfeld, one at Congdon). Follow up testing is being scheduled per Minnesota Department of Health guidelines.
  - First fire walk through completed at Congdon Elementary 1/15/24 - action items have been corrected, final walk through scheduled for 3/19/24.
  - Fire code corrections at East HS still under way
  
- **Regulatory Reporting**
  - Bureau of Labor and Statistics survey submitted for Lowell Elementary
  - Community Right-to-Know Tier II reporting submitted
  
- **Systems & Technology Updates**
  - New Health and Safety Management software purchased through Vector, this system will help automate processes and assist with incident trending, corrective action tracking, and creating OSHA logs. It will also facilitate job safety analysis, inspection reports. Customization of the system is in progress, anticipated to take 8 weeks.
  - New AED management system rolled out - data entry in progress, nearing completion
  
- **Training**
  - Aerial lift training scheduled for June 25. Staff who utilize lifts must attend.
  - Lexie completed a four day Industrial Hygiene course. Topics covered included air quality testing, ergonomics, hearing protection, physical hazard protection, toxicology, and biological hazards.
  
- **Chemical and Hazardous Waste Disposal**
  - Oil drums at DNT have been picked up. Other items are inventoried and ready to be picked up. Pickup date is being scheduled.
  
- **Document Updates**
  - Playground policy finalized, first reading at the 2/6/24, second reading 3/4/24
  - IEA is working with the district to re-write HSE procedural documents that were severely outdated including Bloodborne Pathogens Process and Emergency Operations Plan (ERCM). Goal to update procedural documents before the start of next school year.







- **Injury and Incident Statistics**
  - **February 2024 (as of 3/5/2024)**
    - **OSHA Recordable Rate (TRIR): 1.05**
    - **OSHA Recordable Injuries: 2**
    - **Days Away from Work: TBD (25+)**
    - **Days on Restricted Duty: 0**
    - **Non-recordable Injuries: 7**
    - **Near Misses/Hazards Reported: 1**
  - **2024 Year-To-Date**
    - **OSHA Recordable Rate (TRIR) (Goal  $\leq 1.00$ ): 1.56**
    - **OSHA Recordable Injuries: 4**
    - **Days Away from Work: TBD (25+)**
    - **Days on Restricted Duty: 0**
    - **Non-recordable Injuries: 22**
    - **Near Misses/Hazards Reported: 1**

*The OSHA rate or TRIR (total recordable incident rate) is equivalent to the number of injuries requiring care beyond first aid per 100 full-time workers.*







# Technology Department - February 2024 Report

- **Cybersecurity**

- Google Security
  - Gmail

- 1.2M Emails Messages Accepted/Delivered. 
- 105K Rejected. 
- 44K Spam folders. 
- 1.1K were identified as Phishing. 
- 29 were identified having suspicious attachments. 
- 6K were identified as Spoofing. 
- 0 emails were identified as Malware




- Account Information

- 11,133 Active Accounts. 
- 25.23TB of storage. 
- 389.7K Files shared externally. 
- 496 Suspicious login attempts. 
- 985 Failed user login attempts. 
- 56 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked. 

- **E-Rate RFP/Bid**

- None

- **Technology Help Desk Tickets**

- 346 New Technology Support Tickets Created. 
- 385 Tickets were resolved. 
- 218 Tickets remain unresolved. 

- **Remaining 2023 Summer Project Updates**

- DSC BoardRoom AV.
- CDW-G/Advanced Systems Integration, LLC Team will be onsite on April 29 & 30 to hopefully finish the project.

- **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](#)
- 460.304 kg is our January 2023 Carbon Footprint. 
- 3.41929 t is our May 2023 - January 2024 Carbon Footprint.

## **Transportation Report February 2024 Activities**

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

Our department continues to navigate daily changes in routing for general ed and Sped busing. We are working in the new system fully and are moving toward the full automatic capability in it.

We had 82 field trips completed in February.

### Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a short two helpers, we are still short on drivers.
- Joe has been dealing with staff and their concerns and occasionally has to sub a route.
- Staff is getting tired since we are doing extra to keep up with demand for busing.  
On a good note we have 1 helper and 1 driver starting on 3/11

### Bus Maintenance

- Buses are still having issues due to age and rust, but we are getting them back into usable condition.
- We received the other 2 used buses and are getting them ready to add them into service.
- We just purchased five more vans and they are in process of being readied for inspection so they can be sent out to sites for use.

Our oldest bus is a model year 2012 and the next oldest is a 2014. Current average mileage 84,283 as we continue to purchase these newer buses this number continues to come down (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
Districtwide	Kevin Jacobsen	In-kind	Future Forward 709 Referendum Videos	Story North Productions graciously donated two :30 spots, and a :60 spot for the Future Forward 709 Referendum May 14, 2024.
Headstart	Jane Killough	\$100.00	Support Head Start families	
Headstart	Jane Killough	\$50.00	Support Head Start families	
Lester Park ES	Steve & Lani Leino	\$100.00	To be spent on items for Lundell's Setting III classroom	
Piedmont ES	Salem Lutheran Church	In-kind		4 grocery sacks of assorted hats, gloves and mittens; 2 sacks of assorted child size pants; 1 bag of assorted child socks

**HUMAN RESOURCES ACTION ITEMS FOR: March 19, 2024****CERTIFIED APPOINTMENT**

BARTIKOSKI, KAYLA J  
 BOGENHOLM, BETHANY E I  
 CHMELIK, ROSALYN A  
 KOICHEVAR, ANNA M  
 LOHN, BREANNA J  
 LUEDTKE, JACK R  
 SAVRE, JAMES A  
 SMITH, MARK R  
 ZSCHUNKE, AARON M

**POSITION**

LTS KINDERGARTEN/LAURA MACARTHUR, (MA) IV 5, 1.0, SISLO T. CHILDCARE LEAVE  
 SPED SMI/DCD SETTING III/MYERS WILKINS, (BA) III 1 1.0, RASMUSSEN C. TRANSFER  
 SPED STEPS SETTING IV TOSA/ROCKRIDGE, (BA) III 1, 1.0, MACDOWELL N. TRANSFER  
 LTS GRADE 3 TEACHER/HOMECROFT, (BA)III 1, 1.0, WILSON R. CHILD CARE LEAVE, TEMP POSITION  
 LTS SPED PHYSICAL THERAPIST/DISTRICT WIDE, (PHD) V 9, 1.0, YANKOWIAK K. MATERNITY LEAVE  
 LTS ENGLISH TEACHER/DENFELD, (BA) III 1,1.0, HANSON D. PARENTAL LEAVE, TEMP POSITION  
 MATH TEACHER/ORDEAN, LINCOLN PARK, (MA) IV 9, 1.0, KONIETZKO L. TRANSFER  
 SPED DCD SETTING III TEACHER/EAST, (BA) III 1, 1.0, JONES J. TRANSFER  
 MATH TEACHER/ORDEAN,LINCOLN PARK, (MA) IV 9 1.0, KONIETZKO. L TRANSFER

**EFFECTIVE DATES**

02/07/2024  
 01/08/2024  
 01/17/2024  
 01/24/2024  
 02/01/2024  
 01/22/2024  
 02/05/2024  
 01/15/2024  
 01/08/2024

**CERTIFIED LEAVES**

BACHINSKI, SUSAN D  
 ELIASON, KAITLYN J  
 PETERSMEYER, ANNETTE K  
 PIERRE, MARGARET L  
 RIDGEWELL, CHRISTINE E  
 SERRANO RIVERA, ALBERTO R  
 SOLARZ, KARI E

**POSITION**

PRE-K / STOWE MID CAREER LEAVE BEG 24-25 YR TO 12/20/24  
 SPEC ED SPEECH LANGUAGE/DW  
 SPED RESIDENTIAL EBD - ROCKRIDGE ACADEMY (START DATE TBD- BEGINNING OF 24-25 YR)  
 PREKINDERGARTEN/MYERS WILKINS  
 EARTH SCIENCE TEACHER/ORDEAN EAST  
 ELA/DW  
 3RD GRADE TEACHER/PIEDMONT

**EFFECTIVE DATES**

12/20/2024  
 04/01/2024 06/07/2024  
 10/18/2024  
 08/26/2024 06/06/2025  
 01/23/2024 02/09/2024  
 01/12/2024 01/26/2024  
 02/01/2024 02/01/2027

**CERTIFIED RESIGNATION**

PLESHA, STEVEN J  
 PETERSON, BRUCE A

**POSITION**

SPED RESOUC/ASST BASEBALL COACH - LINCOLN PARK MS/EAST HS  
 BUS DRIVER II

**EFFECTIVE DATES**

06/07/2024  
 01/04/2024

**CERTIFIED RETIREMENT**

BACHINSKI, SUSAN D  
 BOYNTON, SANDRA J  
 DUPRE, KATHLEEN B  
 FARNHAM, DEBBIE J  
 FORBORT, KEITH A  
 GROHN, SUSAN L  
 MEHLING, MARIBEL L  
 NYGAARD, WILLIAM D  
 PETERSMEYER, ANNETTE K  
 POKRZYWINSKI, JOHN M

**POSITION**

PRE K / STOWE  
 MUSIC/BAND - ORDEAN EAST MS  
 MTSS COORD - LAKEWOOD ES  
 PRE K TEACHER / PIEDMONT ES  
 GRADE 3 TEACHER - HOMECROFT ES  
 SPED SCHOOL NURSE - DW  
 GRADE 3 TEACHER/MYERS-WILKINS ES  
 SOCIAL STUDIES TEACHER - EAST HS  
 SPED RESIDENTIAL EBD - ROCKRIDGE  
 GRADE 6 TEACHER/ORDEAN EAST MS

**EFFECTIVE DATES**

12/20/2024  
 06/07/2024  
 06/07/2024  
 06/07/2024  
 06/07/2024  
 06/07/2024  
 06/07/2024  
 06/07/2024  
 10/18/2024  
 06/07/2024

**NON-CERT APPOINTMENT**

BICK, ANNIE M  
 BLAZEJAK, BRYAN P  
 BORGH, KEITH G  
 BOURGEOIS, MARYMALIA  
 CHRISTENSEN, PAMELA N  
 CHRISTINA, KENKNIGHT M  
 DECARO, ZACHARY A  
 GJERDAHL, JESSIE R  
 GOLMEN, KELSIE K  
 HARVICK, SAMUEL B  
 HINCHCLIFF, IRIS M  
 HOFFMAN, JANE D  
 JOHNSON, DENISE M  
 JOHNSON, GRACE A  
 KREAGER, DELANEY M  
 KREKELBERG, TRIANN C  
 LARSON, GRACIE M  
 MENZ, LEEANNE C  
 NETT, STEVEN D  
 POLDOSKI, JACKIE J  
 SAMEC, CHLOE J  
 TURNMIRE, KELLEY L  
 WALSBURG, AMANDA L  
 WESTBERG, CRYSTAL M  
 WILLIAMS, CYNTHIA JOAN  
 WILLIAMS, SOPHIE H  
 WILTON, PHYLLIS E  
 ZINMER, MARY P

**POSITION**

BUS HELPER/TRANSPORTATION, 25/38WKS, \$16.40/HR  
 SPED PROGRAM PARA/LINCOLN PARK, 32.5/38WKS, \$19.47/HR, COLLARD J. RESIGNED  
 SCHOOL CUSTODIAN I/STOWE, 40/52 WKS, \$17.52/HR, VACANT  
 SPED PROGRAM SETTING III PARA/LINCOLN PARK, 32.5/38WKS, \$20.65/HR, COLLARD J. RESIGNED  
 NUTRITIONAL SERVICE ASSISTANT/LOWELL, 17.5/38WKS, \$15.22/HR, HORN J. RESIGNED  
 HEADSTART BUS HELPER/TRANSPORTATION, 20/38WKS, \$16.40/HR, TEMP POSITION  
 EXECUTIVE ASST. POSITION FINANCE/DSC, 40/52WKS, \$22.03/HR  
 CUSTODIAN/DENFELD,LAURA MACARTHUR, 40/52WKS, \$17.52/HR, RICHARDSON T. RESIGNED  
 SPED PROGRAM PARA/MYERS-WILKINS, 15.75 MWF/38WKS, \$20.31/HR  
 FLOATING CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$18.24/HR  
 HOURLY MONITOR/LAKEWOOD, 23/38WKS, \$15.00/HR  
 SPED STUDENT SPECIFIC/MERRITT CREEK ACADEMY, 31.25/38WKS, \$19.89, MCCracken C. TRANSFER  
 HOURLY CLERICAL/LAURA MACARTHUR, 23/38WKS, \$15.00/HR  
 SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, \$19.47/HR  
 SPED STUDENT SPECIFIC SETTING III PARA/LOWELL, 31.25/38WKS, \$20.46/HR  
 HOURLY MONITOR/MYERS WILKINS, 12.5/38WKS, \$15.00/HR  
 SPED BW PARA/MYERS-WILKINS, 31.25/38WKS, \$18.30/HR, DUPREE K. MED LEAVE, TEMP POSITION  
 SPED PROGRAM PARA/LESTER PARK, 31.25/38WKS, \$21.50/HR, SCHMIDT C. TRANSFER  
 CUSTODIAN I/LESTER PARK, 40/52WKS, \$17.52/HR  
 HOURLY MONITOR/LESTER PARK, 15/38WKS, \$15.00/HR  
 SPED PROGRAM PARA SETTING III/IV/LESTER PARK, 31.25/38WKS, \$20.46 HR, SCHMIDT, C TRANSFER  
 HOURLY MONITOR/CONGDON, 12.5/38WKS, \$15.00/HR  
 SPED KEYZONE PARA/PIEDMONT, 17.5/38WKS, \$19.30/HR  
 OSS INTERMEDIATE/ORDEAN, 40/46WKS, \$18.16/HR, BARONE-ERSPAMER A. TRANSFER  
 HOURLY MONITOR/LESTER PARK, 15/38WKS, \$15.00/HR  
 PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, \$19.30/HR, GIULIANI C. RESIGNED  
 PRESCHOOL PARA/STOWE, 23/38WKS, \$19.30/HR, OZMUN N. LEAVE OF ABSENCE  
 HOSPITALITY CAREERS TECH TUTOR/DENFELD, 32/38WKS, \$21.84/HR, MARPLE B. MEDICAL LEAVE, TEMP POSITION

**EFFECTIVE DATES**

01/16/2024  
 01/08/2024  
 01/11/2024  
 02/14/2024  
 01/08/2024  
 01/22/2024  
 01/29/2024  
 01/10/2024  
 01/22/2024  
 01/02/2024  
 01/31/2024  
 01/30/2024  
 01/19/2024  
 01/10/2024  
 01/31/2024  
 01/16/2024  
 01/22/2024  
 01/25/2024  
 01/16/2024  
 01/12/2024  
 01/31/2024  
 01/31/2024  
 01/22/2024  
 01/16/2024  
 01/09/2024  
 01/24/2024  
 01/22/2024  
 02/05/2024

**NON-CERT LEAVES****POSTION****EFFECTIVE DATES**

GRADINE, JEFF S  
MARPLE, BROOKE K

CUSTODIAN I/DENFELD  
CULINARY TECH TUTOR/DENFELD

02/08/2024 02/21/2024  
02/06/2024 03/05/2024

**NON-CERT RESIGNATION**

BLAZEJAK, BRYAN P  
CHRISTINA, KENKNIGHT M  
CUSEY, DARREL W  
DICKENSON, JULIE K  
DOUGLAS, JESSICA N  
ETHIER, MARY C  
GREENBERG, JOSHUA D  
STEVRMER, NICKOLAS G  
WHITLOCK, NICHOLE E  
WIGHT, KATELYN A

**POSITION**

SPED PROG PARA/LINCOLN PARK MS  
BUS HELPER - TRANSPORTATION  
LIC ASL INTERPRETER / EAST HS  
CHILD NUTRITIONAL SERVICE ASST / DENFELD HS  
OFFICE SUPPORT SPECIALIST / EAST HS  
INSTRUCTIONAL PARA - MYERS-WILKINS ES  
BUS DRIVER II/TRANSPORTATION  
NETWORK ENGINEER II / DSC  
SPED BW PARA / ORDEAN EAST MS  
SPED PROG PARA SETTING III/IV / ROCKRIDGE ACADEMY

**EFFECTIVE DATES**

01/22/2024  
01/23/2024  
01/30/2024  
02/23/2024  
02/23/2024  
03/01/2024  
01/16/2024  
02/09/2024  
02/16/2024  
01/16/2024

**NON-CERT RETIREMENT**

SOMROCK, SHERRY E  
ZWAK, ELIZABETH J

**POSITION**

LIC ASL INTERPRETER/DENFELD HS  
CHECK & CONNECT PARA - EAST HS

**EFFECTIVE DATES**

06/07/2024  
06/07/2024

# Duluth Public Schools

## HR/BS Services Committee Monthly Fund Balance Report March 11, 2024 Committee Meeting REVISED BUDGET

3/8/2024 Percent spent

REVENUES	23-24		23-24		23-24		23-24		3/1/2024
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		
	FUND	Jul-23	JULY 23-24	July -June	July -June	July -June	BUDGET BALANCE		
General	1	\$ 126,200,922.80	\$ 127,478,292.31	\$ 62,246,036.78	\$ 3,796,008.56	\$ 61,436,246.97		49%	
Food Service	2	\$ 4,039,200.00	\$ 4,039,200.00	\$ 3,167,730.36	\$ -	\$ 871,469.64		78%	
			<b>INCR TO SALES/REVENUE \$ 1,960,800.00</b>						
Transportation	3	\$ 7,020,941.12	\$ 7,020,941.12	\$ 2,071,816.42	\$ 185,215.04	\$ 4,763,909.66		30%	
Community Ed	4	\$ 8,495,545.00	\$ 8,516,152.95	\$ 3,449,851.45	\$ 199.43	\$ 5,066,102.07		41%	
Operating Captial	5	\$ 2,742,547.00	\$ 2,742,547.00	\$ 1,341,013.89	\$ 58,322.86	\$ 1,343,210.25		49%	
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -			
Debt Service Fund	7	\$ 23,647,223.00	\$ 23,647,223.00	\$ 2,387,522.90	\$ -	\$ 21,259,700.10		10%	
Trust Fund	8	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00		0%	
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 583,195.57	\$ -	\$ 366,804.43		61%	
Student Activity	79	\$ 58,406.00	\$ 585,259.43	\$ 229,192.16	\$ 5,711.50	\$ 350,355.77		39%	
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$ 173,430,884.92</b>	<b>\$ 177,216,515.81</b>	<b>\$ 75,476,359.53</b>	<b>\$ 4,045,457.39</b>	<b>\$ -</b>	<b>\$ 95,733,898.89</b>	<b>43%</b>	

EXPENSES	23-24		23-24		23-24		23-24		
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		
	FUND	Jul-23	JULY 23-24	July - June	July - June	July - June	BUDGET BALANCE		
General	1	\$ 120,283,293.86	\$ 123,654,428.65	\$ 72,948,024.13	\$ 2,821,601.74	\$ 47,884,802.78		61%	
			<b>CONTRACT NEGOTIATIONS \$ 3,800,000.00</b>						
			<b>SPED ED \$ 3,100,000.00</b>						
Food Service	2	\$ 4,012,876.00	\$ 4,012,876.00	\$ 2,976,795.54	\$ 1,322,866.28	\$ (286,785.82)		107%	
			<b>INCR TO SALES \$ 1,987,124.00</b>						
Transportation	3	\$ 6,268,632.76	\$ 6,749,632.76	\$ 6,591,833.50	\$ 107,147.83	\$ 50,651.43		99%	
Community Ed	4	\$ 7,630,865.00	\$ 9,084,185.95	\$ 5,019,487.16	\$ 21,066.17	\$ 4,043,632.62		55%	
Operating Captial	5	\$ 7,999,619.25	\$ 7,999,619.25	\$ 8,237,614.17	\$ 861,743.52	\$ (1,099,738.44)		114%	
Building Construction	6	\$ -	\$ -	\$ 3,188,138.63	\$ 198,928.00	\$ (3,387,066.63)			
Debt Service Fund	7	\$ 23,640,000.00	\$ 23,640,000.00	\$ 26,931,588.45	\$ -	\$ (3,291,588.45)		114%	
Trust Fund	8	\$ 253,750.00	\$ 253,750.00	\$ -	\$ -	\$ 253,750.00		0%	
Dental Insurance Fund	20	\$ 915,000.00	\$ 915,000.00	\$ 616,835.17	\$ -	\$ 298,164.83		67%	
Student Activity	79	\$ 306,948.00	\$ 276,264.96	\$ 139,937.40	\$ 2,462.03	\$ 133,865.53		52%	
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$ 171,310,984.87</b>	<b>\$ 185,472,881.57</b>	<b>\$ 126,650,254.15</b>	<b>\$ 5,335,815.57</b>	<b>\$ -</b>	<b>\$ 44,599,687.85</b>	<b>71%</b>	

<u>Fin 160 ESSER III</u>	<u>Expenses</u>
Program 030 Asst Supt	\$ 41,401.00
Program 110 Admin	\$ -
Program 108 Tech	\$ 1,759,504.51
Program 203 Elem	\$ 980,133.47
Program 211 Secondary	\$ 798,552.82
Program 640 Staff Dev	\$ -
Program 805 Operations	\$ -
Program 760 Transportation	\$ 215,293.76
Program 740 Pupil Engage	\$ 5,897.64
<b>17</b>	<b>\$ 3,800,783.20</b>

<u>Ex Curricular</u>	<u>Fund 01</u>
Program 298 Revenue	\$ 391,356.67
Program 298 Expense	\$ 367,645.03

**Fundraisers Reported  
February 2024**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Denfeld HS	Denfeld Spanish	\$100.00	33% of sales using our code as long as we sell over \$150
Denfeld HS	Denfeld Spanish	\$150.00	20% of net sales from Cold Stone Creamery

# DESIGN TREE

engineering + land surveying

March 9, 2024

Duluth Public School District  
713 Portia Johnson Drive  
Duluth, MN 55811

Regarding: Homecroft Elementary Parking Lot Reconstruction

Dear Duluth Public School District,

On March 5, 2024, 8 bids were opened for the above referenced project. Kiminski Paving, Inc. based out of Cloquet, Minnesota submitted the low bid for the project. Below is a list of all bids received for the project. All bidders also submitted the required bid bond and responsible contractor forms, which were required.

Company	Bid Amount
Kiminski Paving, Inc.	\$411,187.00
Northland Constructors of Duluth	\$418,400.00
Sinnott Contracting, LLC	\$457,339.00
Rachel Contracting, LLC	\$479,250.00
Veit & Company, Inc.	\$484,460.00
Ulland Brothers, Inc.	\$565,100.00
JMF Construction, Inc.	\$567,628.00
KTM Paving, Inc.	\$596,600.00

Design Tree has reviewed and evaluated the bids that were submitted for completeness, math errors, the necessary documentation and spoken to the low bidder. Based on the price bid for the project, our evaluation of the bids and the Contractor's experience in working on these types of projects, it is Design Tree's professional opinion that Kiminski Paving, Inc. is the lowest responsible bidder for the project and our recommendation for the School District to accept the bid and award the contract for the Homecroft Elementary Parking Lot Reconstruction project to Kiminski Paving, Inc.

The next step in the process, if the School District concurs with our recommendation, is to issue the Notice of Award. Design Tree will then send the Contracts to Kiminski Paving, Inc., which will need to be submitted back to Design Tree along with the Payment Bond, Performance Bond and Certificate of Insurance for the project.

After reviewing the above information, if you should have any questions regarding the responses above, please feel free to contact me at (320) 227-0203 or at [mjg@dte-ls.com](mailto:mjg@dte-ls.com).

Sincerely,

DESIGN TREE ENGINEERING, INC.



Michael Gerber, P.E.

Civil Engineer

Enc: Bid Tabulation

**BID OPENING**



PROJECT NO: 12523002

PROJECT: Homecroft Parking Lot Reconstruction

NAME	BID BOND	RESPONSIBLE CONTRACTOR	ADDENDUM #1	ADDENDUM #2	ADDENDUM #3	BID AMOUNT
Uiland Brothers, Inc.	X	X	X	X	X	\$565,100.00
KTM Paving, Inc.	X	X	X	X	X	\$596,600.00
Sinnott Contracting, LLC	X	X	X	X	X	\$457,339.00
Northland Constructors of Duluth	X	X	X	X	X	\$418,400.00
Kiminski Paving, Inc.	X	X	X	X	X	\$411,187.00
Veit & Company, Inc.	X	X	X	X	X	\$484,460.00
Rachel Contracting, LLC	X	X	X	X	X	\$479,250.00
JMF Construction, Inc.	X	X	X	X	X	\$567,628.00

3/5/2024, 10:00am  
713 Portia Johnson Drive

**Expenditure Contracts Signed  
February 2024**

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

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

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

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

**DU** = Department Unrestricted (General Fund)

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

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

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
United Bus Sales	\$194,712.26*	Transportation (DR)	Purchase of two used 2020 IC School Bus (\$90,820.00/bus)
Goodguys Motor Co.	\$43,984.93*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$42,916.18*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$43,866.30*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$42,797.55*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$41,728.80*	Transportation (DR)	2014 Chevy Express Van
Shay'baron Chapman	\$225.00*	Office of Education Equity (DR)	Black History Brunch – food prep, cooking, serving
Yvonne Woodfork	\$400.00*	Office of Education Equity (DR)	Black History Month step dance team instructor
Tkeyan Adams	\$225.00*	Office of Education Equity (DR)	Black History Brunch – assist with event preparation
Lakeside Presbyterian Nursery School	\$1,164.50*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP

Lakewood Little Lynx Preschool	\$420.00*	Early Childhood Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Adela Alvarez	\$4,300.00*	Lester Park ES (DR)	Spanish Club Coordinator



United Bus Sales, Inc.  
 16676 197th Ave NW  
 Big Lake, MN 55309  
 612-478-8525

<b>INVOICE</b>	<b>V 7162</b>
<b>Date</b>	<b>/ /</b>
<b>Date Open</b>	<b>01/24/2024</b>

Page: 1 of 1

Sold To : 336-8700 218

Ship To :

DULUTH PUBLIC SCHOOLS ISD709  
 709 PORTIA JOHNSON DRIVE

DULUTH MN 55811 USA

Written By THERESA	Terms CASH	Time 14:09:39	Customer Po # 3411U 3412U	Promised	Phone	Ship Via	
Unit #	Plate #	Year	Make	Model	Mileage/Hrs 0/0.0	VIN	Engine

Qty	Description	Price	Amount
1.000	USB3411U 2020 IC 4DRBUC8P4LB043888 /	90820.00	90820.00
1.000	USB3412U 2020 IC 4DRBUC8P6LB043889 /	90820.00	90820.00
1.000	VST* Vehicle Sales *	12487.76	12487.76
2.000	REGDOCBUS DOC ADMIN FEE BUS	200.00	400.00
2.000	REGREGISTRATIONTE REGISTRATION FEE TE PLATES -2024	5.00	10.00
2.000	REGREGISTRATIONTE REGISTRATION FEE TE PLATES -2026	10.00	20.00
2.000	REGPLATETE PLATE FEE FOR TE PLATES	10.00	20.00
2.000	REGTECH TECHNOLOGY SURCHARGE	4.50	9.00
2.000	REGPSVFEE PS VEHICLE FEE	3.50	7.00
2.000	REGTRANSFER TITLE TRANSFER TAX	10.00	20.00
2.000	REGTITLE TITLE FEE	8.25	16.50
2.000	REGDEPUTY STATE DEPUTY FILING FEE	20.00	40.00
2.000	REGDEPUTY SURCHARG DEPUTY REGISTRAR SURCHARGE	1.00	2.00
2.000	REGVEHICLEEXCISE VEHICLE EXCISE TAX - ST LOUIS COUNTY	20.00	40.00
	<b>SubTotal</b>		<b>194712.26</b>

AUTHORIZATION: I authorize United Bus Sales to perform services shown, including the furnishing of all necessary labor/materials/parts. I agree to make full payment for services upon completion unless terms are authorized by the United Bus Sales. LABOR DISCLAIMER: seller disclaims all warranties, either express/implied, for labor performed in the repair of Owner's vehicle; Seller shall warranty its labor for a period of ninety (90) days following the date of such repair. PARTS DISCLAIMER: any warranties on the product sold hereby are those made by the manufacturer. Seller disclaims all warranties, either express/implied, including any implied warranty of merchantability or fitness for a particular purpose, Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts unless separate warranty is delivered by United Bus Sales. PARTS RETURN: All special-order returnable parts are subject to the manufacturer's warranty and vendors restocking charge. All claims for returned parts must be accompanied by the purchase invoice. No refund after 30 days. Seller is not responsible for labor on parts not installed by in Seller's shop. TERMS: Strictly cash unless arrangements made. All invoices remaining unpaid 30 days from the date of invoice are subject to late fee of 1 1/2% per month. Any vehicles/parts remaining on United Bus Sales property after 30 days from invoice date shall bear storage fees of \$10 per day until they are picked up.

Thank you for your business and we look forward to serving you again.

Paid by

*Imine Zwick*

**TOTAL DUE 194,712.26**

03E 013 760 733 548 000







1104 Division St.  
Walter Park, MN 56387  
320-252-2323

03 E 013 760 160 548 012

Stock #: 5727X Date: 2-9-24 Salesperson: Brian  
 Buyer Name: (Last) ISD 709 Duluth Public Schools (Middle) \_\_\_\_\_  
 Co-Buyer Name: (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (Middle) \_\_\_\_\_  
 Address: 709 Poetia Johnson Dr. City: Duluth State: MN County: St. Louis Zip: 55811  
 Home Phone: 218-220-0306 Bus Phone: Jeremy Buyer DOB: \_\_\_\_\_ Co-Buyer DOB: \_\_\_\_\_  
 Buyer D.L. #: \_\_\_\_\_ Co-Buyer D.L. #: \_\_\_\_\_

Buyers Insurance Co.: \_\_\_\_\_

PLEASE ENTER MY ORDER FOR: New  Used  Demo  Lienholder NONE Address \_\_\_\_\_

YEAR	MAKE	MODEL	BODY	TRANSMISSION	COLOR	INTERIOR
14	Chev	Express	AWD Spass	Auto	Green	Vynle
VIN #	LIC. #	TAB EXP. DATE	STATE	MILEAGE	DELIVERED ON OR ABOUT	
1GNSHBF40E1193184				33416		
Buyer Email:	CASH PRICE OF VEHICLE					
Co-Buyer Email:	FREIGHT					
	DEALER INSTALLED OPTIONS					
	2024 + 2026 TAX EXEMPT					
				TOTAL	40888 00	
TRADE-IN DATA				REGISTRATION TAX	15 00	LESS TRADE-IN ALLOWANCE (-)
YEAR	MAKE	MODEL	BODY STYLE	PLATE FEE	10 00	TRADE DIFFERENCE
VIN #				PUBLIC SAFETY VEHICLE FEE	3 50	40888 00
LIEN HOLDER'S NAME				TRANSFER TAX	10 00	MOTOR VEHICLE SALES TAX
ADDRESS				TITLE/TRANSFER FEE	8 25	2811 05
LICENSE PLATE #	LICENSE STATE	EXP. DATE		STATE/DEPUTY FILING FEE	20 00	SERVICE CONTRACT
MILEAGE NOW	TRANSMISSION			LIEN RECORDING FEE	—	MAINTENANCE CONTRACT
DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY?	YES <input type="checkbox"/>	NO <input type="checkbox"/>		WHEELAGE TAX	—	OTHER STATE & LOCAL SALES TAXES
IS THE POLLUTION CONTROL EQUIPMENT ON YOUR TRADE-IN INTACT AND IN OPERATING CONDITION?	YES <input type="checkbox"/>	NO <input type="checkbox"/>		TRANSIT TAX	—	
Dealer's Disclaimer of Warranty				Tech Fee KA	4 50	DOCUMENT ADMINISTRATION FEE
Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer.				VS Surcharge	1 00	OPTIONAL ELECTRONIC TRANSFER FEE
Important: A manufacturer warranty may apply.				TOTAL LICENSE & FEES	72 25	
						SUBTOTAL
						43866 30
						LESS AMOUNT SUBMITTED WITH ORDER (-)
						PLUS BALANCE OWING TO LEINHOLDER ON TRADE IN (+)
						TOTAL AMOUNT DUE ON DELIVERY

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

**IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.**

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted  BK

Ermine Zunic  
Buyer's Signature - Accepting Terms of Contract





**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 17<sup>th</sup> day of Feb, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Shay'baron Chapman, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2/17/24 and shall remain in effect until 2/18/24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*  
Black History Brunch Assistant - food prep, cooking, serving, etc.

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 ~~2000.00~~ \$ 225.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 809 Wagon Wheel Trail, Mendota Heights mn 55120.

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:

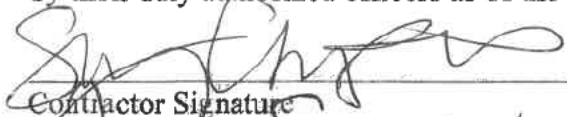
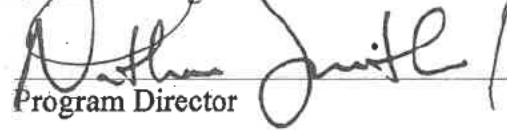
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of 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 2/17/24  
  
 Program Director \_\_\_\_\_ Date 2-20-24

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

**This contract is funded by either:**

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


**Please check the appropriate line below:**

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

01	E	005	203	101	366	013
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

\_\_\_\_\_  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 2/26/24  
 \_\_\_\_\_ Date 3/1/24

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 17<sup>th</sup> day of Feb, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Yvonne Woodfork, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2/17/24 and shall remain in effect until 2/18/24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*  
Step Dance Team Instructor for Black History 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 \$ 50 hourly and \$ 400.<sup>00</sup> 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: Notie Smith, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 825 Partridge St, Duluth, MN 55811

Apt. 209

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.

Y. Wood  
Contractor Signature

[Redacted]  
SSN/Tax ID Number

2/17/24  
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 Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	203	101	304	013
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

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

2/26/24  
Date

Simone Zunic

3/1/24

## AGREEMENT

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of Feb, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Tkeyah Adams, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2/17/24 and shall remain in effect until 2/18/24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Black History Brunch Assistant,

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 ~~500.00~~ \$ 225.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

Treyah Adams

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:


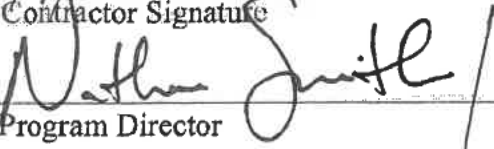
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of 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 02/18/2024  
  
 Program Director \_\_\_\_\_ Date 2-20-24

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

D1	E	005	203	101	300	013
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

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

2/26/24  
 Date



3/1/24

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 29th day of February, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Presbyterian Nursery School, 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 November 28th and shall remain in effect until February 1st, 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 (3 days per week) Tuesday, Wednesday, and Thursday, following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 4430 McCulloch Street, Duluth, MN 55804.

The approximate date the service will begin is November 28th, 2023 and shall not extend beyond February 1st 2024; the contract not to exceed a total of 27 Days (attending 3 days per week. The District will pay 3 days per week @ \$50.25 per day including a \$260 registration fee).

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 Dr., 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 \$904.50, including a \$260 registration fee, and \$1,164.50 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](mailto: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 Lakeside Early Learning at 4628 Pitt St, Duluth, MN 55804.

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**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:

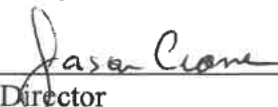
**Workers’ Compensation Insurance:** Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of 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
		2/29/24
Program Director		Date

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

**This contract is funded by either:**

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

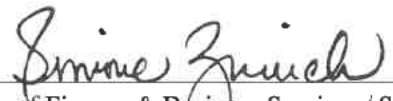
**Please check the appropriate line below:**

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

01	E	005	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

	3/1/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 13th day of February, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, 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 February 7th and shall remain in effect until April 25th, 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's and Friday's following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 5207 N. Tischer Road, Duluth, MN 55804.

The approximate date the service will begin is February 7th, 2024 and shall not extend beyond April 25th, 2024; the contract not to exceed a total of 20 Days (attending 2 half-days per week. The District will pay 2 half-days per week @ \$140.00 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 Dr., 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 \$140.00 monthly and \$420.00 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](mailto: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 Lakewood Little Lynx Preschool at 5207 N. Tischer Road, Duluth, MN 55804.

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**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
		2/16/24
Program Director		Date

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

**This contract is funded by either:**

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

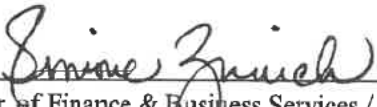
**Please check the appropriate line below:**

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

01	E	005	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

	2/21/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of January, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Adela Alvarez, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2/5/24 and shall remain in effect until 3/1/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 20 hourly and \$ 4300 in total.

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

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: Simone Zurich, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2816 Hogberg St., Duluth, MN, 55811.

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

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

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

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

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

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

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

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

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

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

13. *Conflict of Interest and Fiduciary Duty.* All contractors doing business with the District agree to follow Policy 207 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

[Signature] \_\_\_\_\_ [Redacted] \_\_\_\_\_ 1/22/2024  
 Contractor Signature SSN/Tax ID Number Date

[Signature] \_\_\_\_\_ 1/30/2024  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	203	161	<sup>305</sup> <del>366</del>	013
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

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

2/15/24  
 Date



September 11 2023

ISD 709  
Duluth Public Schools  
Administration and School Board Members

RE: Lester Park Foundation's award to ISD 709 for Part-Time Spanish Club Coordinator

ATTN: Shannon Brown and ISD 709 School Board

SUBJECT: The below cost defines the award given to ISD 709 to support a part-time coordinator for Lester Park Elementary's afterschool Spanish Club.

Lester Park Foundation (LPF) is a non-profit foundation that seeks to support, enhance, and enrich educational experience and opportunities for all students at Lester Park Elementary School. In the spring of 2023, the LPF piloted a Spanish Club program. The pilot was able to accommodate 39 kids from across grades K - 5, but 68 kids were waitlisted. With the success of the initial pilot, we expect interest and demand to grow this upcoming year. The pilot had a capacity issue: it was dependent on two people from the LPF to manage the program and two student teachers from UMD with limited availability. To ensure a sustainable and robust program that can meet student interest, this grant to the district of \$4300 serves to hire a part-time program coordinator that will both manage the logistics and teach the after-school clubs.

---

#### Program Details

Two six-week sessions:

- October 23rd - December 8th (no club the week of Thanksgiving break)
  - March 4th - April 12th
- Lester Park Foundation will support the school in hiring and training

#### LPF Grant Breakdown to District

- Up to 60 hours of program coordination and teaching prep time at \$20 an hour: \$1200 per year
- Up to three classes per day, 2:15 - 4:30pm at \$20/hr, for a Fall and Spring sessions: \$2700 per year
  - 11.25 hours a week for six weeks = up to 67.5 teaching hours per session
  - Could accommodate up to 225 kids for a once a week session
- Materials and Supplies: \$400 per year
- **Grant Total: \$4300**

#### Benefit to Lester Park Elementary School and ISD 709 District:

- Increase language enrichment
  - Increase cultural enrichment
  - Expands after-school program options
  - Could serve as a model for other schools looking to expand foreign language options
-

There will be no overhead or indirect costs associated with the above award; this award may only be used for funding the coordinator position and costs associated with the coordinator running the Spanish Club (e.g., club materials).

This grant is annual and can be renewed upon agreement with the Lester Park Foundation.

If there are any questions or any additional need, please let me know.

Sincerely,

Jon Benson

A handwritten signature in black ink, appearing to read 'Jon Benson', with a stylized flourish at the end.

Board President  
Lester Park Foundation



September 11 2023

ISD 709  
Duluth Public Schools  
Administration and School Board Members

RE: Lester Park Foundation's award to ISD 709 for Part-Time Spanish Club Coordinator

ATTN: Shannon Brown and ISD 709 School Board

SUBJECT: The below cost defines the award given to ISD 709 to support a part-time coordinator for Lester Park Elementary's afterschool Spanish Club.

Lester Park Foundation (LPF) is a non-profit foundation that seeks to support, enhance, and enrich educational experience and opportunities for all students at Lester Park Elementary School. In the spring of 2023, the LPF piloted a Spanish Club program. The pilot was able to accommodate 39 kids from across grades K - 5, but 68 kids were waitlisted. With the success of the initial pilot, we expect interest and demand to grow this upcoming year. The pilot had a capacity issue: it was dependent on two people from the LPF to manage the program and two student teachers from UMD with limited availability. To ensure a sustainable and robust program that can meet student interest, this grant to the district of \$4300 serves to hire a part-time program coordinator that will both manage the logistics and teach the after-school clubs.

---

Program Details

Two six-week sessions:

- October 23rd - December 8th (no club the week of Thanksgiving break)
  - March 4th - April 12th
- Lester Park Foundation will support the school in hiring and training

LPF Grant Breakdown to District

- Up to 60 hours of program coordination and teaching prep time at \$20 an hour: \$1200 per year
- Up to three classes per day, 2:15 - 4:30pm at \$20/hr, for a Fall and Spring sessions: \$2700 per year
  - 11.25 hours a week for six weeks = up to 67.5 teaching hours per session
  - Could accommodate up to 225 kids for a once a week session
- Materials and Supplies: \$400 per year
- **Grant Total: \$4300**

Benefit to Lester Park Elementary School and ISD 709 District:

- Increase language enrichment
  - Increase cultural enrichment
  - Expands after-school program options
  - Could serve as a model for other schools looking to expand foreign language options
-

There will be no overhead or indirect costs associated with the above award; this award may only be used for funding the coordinator position and costs associated with the coordinator running the Spanish Club (e.g., club materials).

This grant is annual and can be renewed upon agreement with the Lester Park Foundation.

If there are any questions or any additional need, please let me know.

Sincerely,

Jon Benson

A handwritten signature in black ink, appearing to read 'Jon Benson', with a stylized flourish at the end.

Board President  
Lester Park Foundation

**Revenue Contracts Signed  
February 2024**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

<b>Name</b>	<b>Amount or Estimated Amount*</b>	<b>Contract Source</b>	<b>Description</b>
Nordic Auction	\$33,366.60	Facilities	Facilities auction profit from Garfield

## **AGREEMENT FOR AUCTIONEERING SERVICES**

**THIS AGREEMENT**, made and entered into this 15th day of February, 2024, by and between Independent School District No. 709, a public school corporation, hereinafter called District, and Nordic Auction, an independent contractor, hereinafter called Auctioneer.

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

**The terms and conditions of this Agreement are as follows:** Nordic Auction will provide auctioneering services for one day, selling surplus items of the Duluth Public School District.

**1. Dates of Service.** This Agreement shall be deemed to be effective as of February 1, 2024 and shall remain in effect until February 25, 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. The parties agree that the Auction to take place pursuant to this Agreement shall be on February 24, 2024.

**2. Performance.** Auctioneer will provide Auction services governed by state laws and the Uniform Commercial Code, Minn. Stat. 336, generally, at 330 Garfield Avenue, Duluth, MN 55802 at the starting time of 10:00 A.M on February 24, 2024 (the "Auction"). Auctioneer services will include the setup and teardown of the event, appraisal of goods in concert with District for setting starting bids, registration of bidders, and any other such services necessary to conduct the auction. Within five business days following the Auction, Auctioneer will provide the District with a written list of every item sold and the cost of the item. The District, as the consignor, will work with the Auctioneer to identify goods that remain unsold at the end of the auction.

**3. Reimbursement/Commission.** In consideration of the performance of Auctioneer of its obligations pursuant to this Agreement, District hereby agrees to pay Auctioneer a percentage of the income of the goods sold at the auction. This percentage will be 20%.

The Auctioneer is required by Minnesota Statute 270C.65 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.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of the total dollar amount of auction proceeds from the Auctioneer, provided that Auctioneer provides the written list of items sold in accordance with Paragraph 2 of this Agreement;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

service. District reserves the right to offset any overpayment or disallowance of any service or services at any time under this Agreement. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Auctioneer for disallowed costs.

**6. 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 Auctioneer has provided, prepared, or utilized in performance of the terms of this Agreement.

**7. Independent Contractor.** Both the District and Auctioneer 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, Auctioneer shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Auctioneer'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.

**8. Indemnity and defense of the District.** Auctioneer 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 Auctioneer 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.

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

All notices to be given by District to Auctioneer shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Nordic Auction, 2713 Courtland St, Duluth, MN 55806.

**10. Assignment.** Auctioneer 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.

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

**12. 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.

13. **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.

14. **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.

15. **Data Practices.** Auctioneer 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.** 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:

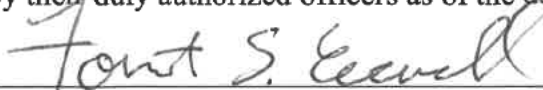

**Workers’ Compensation Insurance:** Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of 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:** The Auctioneer 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
 2-20-24  
 Date

  
 Program Director
 2-20-24  
 Date

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

**This contract is funded by either:**

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

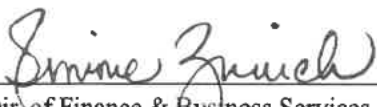
**Please check the appropriate line below:**

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

01	R	012	110	000	099	115
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
 2-15-24  
 Date



# PERSONAL PROPERTY AUCTION CONTRACT



## Agreement for Sale of Personal and Chattel Property by Auction

Agreement made this Feb 20 day of 2024, between

of \_\_\_\_\_, hereafter called Seller,  
and NORDIC AUCTION CO., Inc. hereafter called Auctioneers.

The auctioneer hereby agrees to use his professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale.

The seller hereby agrees to turn over and deliver to the auctioneers, to be sold at public auction the items listed below and on the reverse side and attached sheets. No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between seller and auctioneer. If item is sold or withdrawn, auctioneer shall receive full commission on the item. If auction is cancelled by seller, all advertising expense and cost of cancelled ads plus any other incurred expenses will be paid to Nordic Auction Co., Inc.

The auction is to be held at 330 GARFIELD AV. DULUTH, MN.

on the 24<sup>th</sup> day of FEB, 2024. And in case of postponement because of inclement weather, said auction will take place on later date agreeable to both parties. It is mutually agreed that all said goods be sold to the highest bidder, with the exception of items specified by seller in writing to be protected. Auctioneer shall receive full commission on any item withdrawn from sale or transferred or sold within 60 days after the auction. It is further mutually agreed that the auctioneers may deduct their fee at set rate below from the gross sales receipts, resulting from said auction sale. The auctioneers agree to turn net proceeds from sale over to seller immediately following auction, along with sale records and receipts. The seller agrees that all expenses incurred for the advertisement, promotion, and of conducting said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any liens or encumbrances.

The seller covenants and agrees that he has good title and the right to sell, and said goods are free from all incumbrances except as follows: (if none WRITE NONE) NONE

Item	Mortgage or Lein Holder	Address	Approximate Unpaid Balance

Seller agrees to provide merchantable title to all items sold and deliver title to purchasers. Seller agrees to hold harmless, the auctioneers against any claims of the nature referred to in this contract.

Seller agrees to pay all sale expenses including:

Auctioneer's Fee 20%

Clerk's Fee \_\_\_\_\_

Cashier's Fee \_\_\_\_\_

Other Personnel \_\_\_\_\_

Advertising Actual

Other \_\_\_\_\_

(x) [Signature]  
(Auctioneer's Signature)

(x) [Signature] 320-248-6440  
(Seller's Signature) (Telephone)

(x) [Signature]  
(Seller's Signature)

(x) [Signature] 218-336-8704  
(Seller's Signature) (Telephone)



## Grant Applications February 2024

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
NRIP Mini Grant Application	Cassidy Wellhouse	Laura MacArthur Elementary	\$500.00	These funds would be used to support PBIS at our school. Each year we order shirts for every student to be able to have a shirt that has our mascot and PBIS language on them. This is impactful for all students and staff to have a shirt that gives them a place to belong as well as a clean shirt for their wardrobe.
Minnesota Arts Grant	Rachel Lofald	Denfeld/Music	\$10,000.00	Provide music lessons from community artists for our students in Band, Orchestra, and Choir to cover 200 lessons
Arrowhead Regional Arts Consortium	Rachel Lofald	Denfeld/Music	\$5,000.00	Provide music lessons for students in choir, band, and orchestra to cover 100 additional lessons
Duluth Public Schools Grant	Joshua Borchardt	Denfeld, Science	\$3,000.00	GE Kits for DNA/Genetics to be used in most of our science classes
Minnesota Start Arts Board	Katie Scheufeli	Duluth Preschool/Head Start	\$10,340.00	As part of the Head Start grant, one of our goals is, "Walking the Talk of Equity and Inclusion." As part of this very important goal, our program has committed to make a conscious and sustained effort to stay focused on closing the opportunity/achievement gap for populations that have been historically underserved by our school district, community, and country at large. Our program has worked to increase

			<p>representation of people of color in our classrooms and for the past 3 years, Duluth preschool has partnered with local BIPOC artists for a 10 week artist in residency program which has been well received by our classrooms, students, families and folks in the community. Our program has committed \$10,000 annually to support this program which allows us to have our BIPOC Artist in Residency in 8 of our 12 full day classrooms. I would like to write this grant to extend this amazing opportunity to all of our full day classrooms. In addition to increasing the number of classrooms we offer this program to, I would like to be able to increase artist pay, supply budget and support a family engagement piece at the end of the 10-week program.</p>
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**Policy Committee Meeting**  
Duluth Public Schools, ISD 709  
Agenda  
Monday, March 4, 2024  
District Services Center  
709 Portia Johnson Dr.  
Duluth, MN 55811  
3:30 PM

<b>1. AGENDA ITEMS</b>	
<b>2. POLICIES FOR FIRST READING - None</b>	
<b>3. POLICIES FOR SECOND READING</b>	
A. 811 Playground Installation and Maintenance (Deletion of 3045, 5115 & 7115)	2
B. 604 Instructional Curriculum (Deletion of 6041, 6125 & 6130)	21
<b>4. POLICIES FOR REVIEW</b>	
A. 3075 Requests for Proposals	38
<b>5. REGULATIONS - Informational</b>	
A. 604R Instructional Curriculum	39
B. 3075R Requests for Proposals	41
<b>6. OTHER</b>	

**811 PLAYGROUND INSTALLATION AND MAINTENANCE**

**I. PURPOSE**

The purpose of this policy is to establish criteria and procedures for the installation and maintenance of playgrounds on District operated property. This includes when community groups fundraise or apply for grants for playgrounds to be located on District owned property, for playgrounds that are installed by the District, and for playgrounds that are currently in place.

**II. GENERAL STATEMENT OF POLICY**

Duluth Public Schools recognizes the intrinsic value of playgrounds as essential components of the educational environment through fostering physical outdoor activities and social development. In alignment with encouraging play with students, the District is also committed to maintaining playgrounds to industry standards to protect the well-being of our students and community.

This policy is to establish the installation and maintenance procedures for playgrounds on District operated property.

**III. DEFINITIONS**

- A. "Playground(s)" refers to equipment/structures that are created, purchased, and/or placed for use in children's physical play, regardless of the material (plastic, wood, logs, etc.).
  - 1. It may be referred to as playgrounds, play structures, play elements, or play equipment.
  - 2. It includes the equipment itself, as well as the play surface and surrounding area.
  - 3. It includes, but is not limited to: climbers, slides, swings, sliding poles, large composite play structures, play houses, sand boxes, kitchens, sand diggers, and open areas for children to run and play.
  - 4. Nature walking trails are not considered playgrounds, unless there are man-made elements or naturally occurring elements that have been installed to act as play structures (stepping stones, balance beams, etc.) on/in the trail area. Should these elements mimic playground equipment and be installed on the nature trails, the elements are then evaluated using the criteria outlined in this policy.
  - 5. The policy and definition of "playground(s)" does not include amusement park equipment, sports or fitness equipment intended for children over the age of 12, soft contained play equipment, constant air inflatable play devices for home use, art and museum sculptures, water play equipment, nature garden spaces, loose items such as sand toys, sports equipment such as balls, or outdoor classroom spaces.

- a) Should play items be introduced onto the playground, the items must be maintained outside of the use zone.
  - b) Approval of items that do not meet the District definition of "playground(s)" are directed to Building Principals.
- 6. It may be referred to as playgrounds, play structures, play elements, or play equipment.
- 7. It includes the equipment itself, as well as the play surface and surrounding area.
- B. "Installations" refer to the replacement of old equipment with new, and/or the addition of new equipment entirely.
- C. "CPSI" is a Certified Playground Safety Inspector, a certification program facilitated by the National Recreation and Parks Association.

**IV. SAFETY STANDARDS**

- A. Duluth Public Schools requires all playgrounds regardless of installation dates to follow the following safety standards:
  - 1. United States Consumer Product Safety Commission, *Public Playground Safety Handbook*
  - 2. American Society for Testing and Materials (ASTM) F1487, F2373, F2075, F2223, F2479, F1951, F2049, and F1292.
- B. These standards include rules on surfacing materials, locations of playgrounds, equipment specific safety parameters, fall heights, and more.
- C. Play structures not complying with the above standards must have a certification from the International Play Equipment Manufacturers Association (IPEMA).
- D. All play structures on District operated property must be designated and properly designed for commercial use.

**V. CURRENTLY INSTALLED PLAYGROUNDS**

- A. Currently installed playgrounds are required to comply with this policy. No playgrounds are considered to be exempt due to the installation date.
- B. Initial inspections will be performed by a CPSI at each playground within 60 days of approval of the Playground Installation and Maintenance Policy unless a different timeline is approved by the Facility Manager or Assistant Facility Manager.
- C. Repairs and modifications are required to be made within 90 days from the date of notification of the written report unless a different timeline is approved by Facility Manager

or Assistant Facility Manager. Should the CPSI identify any hazards that are deemed to be more immediate, a shorter timeline for repairs will be assigned.

- D. If repairs are not made within the 90 day allotment due to equipment delays, an order confirmation must be produced with an estimated arrival time.
- E. Once repairs are reported to have been completed, the CPSI will complete another inspection to verify repairs.
- F. If playgrounds are not compliant within 90 days of the initial inspection, the Facilities Department will remove the equipment or block from use unless a different decision or timeline is approved in writing by the Facility Manager or Assistant Facility Manager.

## **VI. ONGOING MAINTENANCE, REPAIRS, AND INSPECTIONS**

- A. Once the initial playground inspections are completed and playgrounds on District operated property are determined to be compliant, a regular inspection process is necessary to support safety.
- B. A CPSI will inspect each playground on a biannual basis, producing a written report within 45 days of inspection.
  - 1. Written reports are available upon request to the District Safety Coordinator.
  - 2. Inspections will take place in the months of April or May and again in October or November, unless another timeframe has been approved by the Facility Manager or Assistant Facility Manager.
- C. Should any recommendations be noted, they will be submitted to the Facility Manager or Assistant Facility Manager for approval and coordination of repairs or modifications. It is expected that repairs are made within 90 days from the date of notification of the written report, unless the CPSI determined any hazards to be more immediate.
- D. Certain play elements may require varying types of maintenance. Maintenance plans are to be developed during the installation process.
  - 1. Maintenance on the playgrounds is facilitated by the Utilities Department.
  - 2. The Facility Director or Assistant Facility Director will determine if the repair or maintenance work is best suited for volunteers willing to assist, in house staff and/or contractors.
  - 3. If an external group has indicated interest in being involved in ongoing maintenance and repairs to the playground, the Facility Director or Assistant Facility Director will collaborate with the group's point of contact if the work needing to be completed is suitable for volunteers.
- E. When replacement equipment is necessary:

1. For commercially made equipment, it must be ordered from the correct manufacturer to match the current play structure
2. Records of purchase and installation must be maintained by the Facilities Department
3. Replacement components must be approved by the Facilities Department.
4. Repairs must not create additional hazards during the repair process.

**VII. NEW INSTALLATION PROCESS**

- A. New installations may stem from necessity through inspection, change in school composition or other reasons and may be requested by internal staff or through community groups.
- B. Requests are reviewed by the Facilities Department.
- C. A request for new installation must include the following documentation:
  1. Playground designs, specific equipment, and a site plan.
    - a) For IPEMA certified equipment, include certifications
  2. A quote from a manufacturer of the proposed designs, including the following details:
    - a) Length of time the quote is valid
    - b) Indication that installation is included
    - c) Inclusion of surfacing material
    - d) Anticipated length of life of the playground
  3. A maintenance plan from the manufacturer, including anticipated repair and/or maintenance costs for the next 10 years.
    - a) Include indication if the group is interested in assisting with future maintenance.
  4. A breakdown of where the funds plan to be generated
  5. A timeline of the installation process
  6. Should the request come from a community group, include the group’s point of contact.
- D. Once the above documents are ready for submission, they are submitted to the Facilities Director to start an internal review of the request.
- E. A District-contracted CPSI will review the submitted documents and provide written feedback from a regulatory standpoint.

- F. The Facility Manager will provide written feedback to ensure the playground can be properly maintained, and that the structure is in a location that does not impede future building plans, utilities, or maintenance activities, such as snow removal, drainage, etc.
- G. Written responses will be reviewed with the interested party. The Facility Manager will make a final determination within 90 days of submission through consideration of the CPSI review, impact on District facilities, cost to the District for ongoing maintenance, and liabilities of such installation. The final determination will also include a revised cost estimate to include an estimated 10% of the project cost in change orders.
- H. Should approval be denied, interested parties may appeal to the School Board through a written request.
- I. If the installation is approved:
  - 1. Internally funded projects will be coordinated entirely through the Facilities Department.
  - 2. Externally funded projects may start fundraising efforts. Once 100% of the goal set during the approval is met and found to be secured through a District audit, installation can begin.
    - a) Installation of externally funded projects must be coordinated and approved through the Facilities Department to ensure representation is on site during site visits, preparations, etc.
- J. Once installation has been completed, a District-contracted CPSI will conduct an audit of the playground.
- K. Once the playground has passed the audit, it can then be commissioned for use.
- L. For projects that were externally funded, once the playground is audited and commissioned for use, the playground will become district property and all future maintenance will be the responsibility of the District.

**Legal References:** United States Consumer Product Safety Commission, *Public Playground Safety Handbook*  
 American Society for Testing and Materials F1487, F2373, F2075, F2223, F2479, F1951, F2049, and F1292.

First Reading: 02.29.2024  
 Second Reading:

## **811 PLAYGROUND INSTALLATION AND MAINTENANCE**

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- ~~2.~~ ~~4.~~ Nature walking trails are not considered playgrounds, unless there are man-made elements or naturally occurring elements that have been installed to act as play structures (stepping stones, balance beams, etc.) on/in the trail area. Should these elements mimic playground equipment and be installed on the nature trails, the elements are then evaluated using the criteria outlined in this policy.
- ~~3.~~ ~~5.~~ The policy and definition of "playground(s)" does not include amusement park equipment, sports or fitness equipment intended for children over the age of 12, soft contained play equipment, constant air inflatable play devices for home use, art and museum sculptures, water play equipment, nature garden spaces, loose items such as sand toys, sports equipment such as balls, or outdoor classroom spaces.
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~~4.~~1. It may be referred to as playgrounds, play structures, play elements, or play equipment.

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B. These standards include rules on surfacing materials, locations of playgrounds, equipment specific safety parameters, fall heights, and more.

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- C. Should any recommendations be noted, they will be submitted to the Facility Manager or Assistant Facility Manager for approval and coordination of repairs or modifications. It is expected that repairs are made within 90 days from the date of notification of the written report, unless the CPSI determined any hazards to be more immediate.
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  - 2. The Facility Director or Assistant Facility Director will determine if the repair or maintenance work is best suited for volunteers willing to assist, in house staff and/or contractors.
  - 3. If an external group has indicated interest in being involved in ongoing maintenance and repairs to the playground, the Facility Director or Assistant Facility Director will collaborate with the group's point of contact if the work needing to be completed is suitable for volunteers.
- E. When replacement equipment is necessary:
  - 1. For commercially made equipment, it must be ordered from the correct manufacturer to match the current play structure
  - 2. Records of purchase and installation must be maintained by the Facilities Department

3. Replacement components must be approved by the **District Facilities Department**.
4. Repairs must not create additional hazards during the repair process.

## **VII. NEW INSTALLATION PROCESS**

- A. New installations may stem from necessity through inspection, change in school composition or other reasons and may be requested by internal staff or through community groups.
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  1. Playground designs, specific equipment, and a site plan.
    - a) For IPEMA certified equipment, include certifications
  2. A quote from a manufacturer of the proposed designs, including the following details:
    - a) Length of time the quote is valid
    - b) Indication that installation is included
    - c) Inclusion of surfacing material
    - d) Anticipated length of life of the playground
  3. A maintenance plan from the manufacturer, including anticipated repair and/or maintenance costs for the next 10 years.
    - a) Include indication if the group is interested in assisting with future maintenance.
  4. A breakdown of where the funds plan to be generated
  5. A timeline of the installation process
  6. Should the request come from a community group, include the group's point of contact.
- D. Once the above documents are ready for submission, they are submitted to the Facilities Director to start an internal review of the request.
- E. A District-contracted CPSI will review the submitted documents and provide written feedback from a regulatory standpoint.
- F. The Facility Manager will provide written feedback to ensure the playground can be properly maintained, and that the structure is in a location that does not impede future building plans, utilities, or maintenance activities, such as snow removal, drainage, etc.

- G. Written responses will be reviewed with the interested party. The Facility Manager will make a final determination within 90 days of submission through consideration of the CPSI review, impact on District facilities, cost to the District for ongoing maintenance, and liabilities of such installation. The final determination will also include a revised cost estimate to include an estimated 10% of the project cost in change orders.
- H. Should approval be denied, interested parties may appeal to the School Board through a written request.
- I. If the installation is approved:
  - 1. Internally funded projects will be coordinated entirely through the Facilities Department.
  - 2. Externally funded projects may start fundraising efforts. Once 100% of the goal set during the approval is met and found to be secured through a District audit, installation can begin.
    - a) Installation of externally funded projects must be coordinated and approved through the Facilities Department to ensure representation is on site during site visits, preparations, etc.
- J. Once installation has been completed, a District-contracted CPSI will conduct an audit of the playground.
- K. Once the playground has passed the audit, it can then be commissioned for use.
- L. For projects that were externally funded, once the playground is audited and commissioned for use, the playground will become district property and all future maintenance will be the responsibility of the District.

**Legal References:** United States Consumer Product Safety Commission, *Public Playground Safety Handbook*  
American Society for Testing and Materials F1487, F2373, F2075, F2223, F2479, F1951, F2049, and F1292.

**~~Cross-References:~~**

First Reading:  
Second Reading:

**811 PLAYGROUND INSTALLATION AND MAINTENANCE**

**I. PURPOSE**

The purpose of this policy is to establish criteria and procedures for the installation and maintenance of playgrounds on District operated property. This includes when community groups fundraise or apply for grants for playgrounds to be located on District owned property, for playgrounds that are installed by the District, and for playgrounds that are currently in place.

**II. GENERAL STATEMENT OF POLICY**

Duluth Public Schools recognizes the intrinsic value of playgrounds as essential components of the educational environment through fostering physical outdoor activities and social development. In alignment with encouraging play with students, the District is also committed to maintaining playgrounds to industry standards to protect the well-being of our students and community.

This policy is to establish the installation and maintenance procedures for playgrounds on District operated property.

**III. DEFINITIONS**

- A. "Playground(s)" refers to equipment/structures that are created, purchased, and/or placed for use in children's physical play, regardless of the material (plastic, wood, logs, etc.).
  - 1. It includes, but is not limited to: climbers, slides, swings, sliding poles, large composite play structures, play houses, sand boxes, kitchens, sand diggers, and open areas for children to run and play.
  - 2. Nature walking trails are not considered playgrounds, unless there are man-made elements or naturally occurring elements that have been installed to act as play structures (stepping stones, balance beams, etc.) on/in the trail area. Should these elements mimic playground equipment and be installed on the nature trails, the elements are then evaluated using the criteria outlined in this policy.
  - 3. The policy and definition of "playground(s)" does not include amusement park equipment, sports or fitness equipment intended for children over the age of 12, soft contained play equipment, constant air inflatable play devices for home use, art and museum sculptures, water play equipment, nature garden spaces, loose items such as sand toys, sports equipment such as balls, or outdoor classroom spaces.
    - a) Should play items be introduced onto the playground, the items must be maintained outside of the use zone.
    - b) Approval of items that do not meet the District definition of "playground(s)" are directed to Building Principals.

4. It may be referred to as playgrounds, play structures, play elements, or play equipment.
  5. It includes the equipment itself, as well as the play surface and surrounding area.
- B. "Installations" refer to the replacement of old equipment with new, and/or the addition of new equipment entirely.
- C. "CPSI" is a Certified Playground Safety Inspector, a certification program facilitated by the National Recreation and Parks Association.

#### **IV. SAFETY STANDARDS**

- A. Duluth Public Schools requires all playgrounds regardless of installation dates to follow the following safety standards:
1. United States Consumer Product Safety Commission, *Public Playground Safety Handbook*
  2. American Society for Testing and Materials (ASTM) F1487, F2373, F2075, F2223, F2479, F1951, F2049, and F1292.
- B. These standards include rules on surfacing materials, locations of playgrounds, equipment specific safety parameters, fall heights, and more.
- C. Play structures not complying with the above standards must have a certification from the International Play Equipment Manufacturers Association (IPEMA).
- D. All play structures on District operated property must be designated and properly designed for commercial use.

#### **V. CURRENTLY INSTALLED PLAYGROUNDS**

- A. Currently installed playgrounds are required to comply with this policy. No playgrounds are considered to be exempt due to the installation date.
- B. Initial inspections will be performed by a CPSI at each playground within 60 days of approval of the Playground Installation and Maintenance Policy unless a different timeline is approved by the Facility Manager or Assistant Facility Manager.
- C. Repairs and modifications are required to be made within 90 days from the date of notification of the written report unless a different timeline is approved by Facility Manager or Assistant Facility Manager. Should the CPSI identify any hazards that are deemed to be more immediate, a shorter timeline for repairs will be assigned.
- D. If repairs are not made within the 90 day allotment due to equipment delays, an order confirmation must be produced with an estimated arrival time.

- E. Once repairs are reported to have been completed, the CPSI will complete another inspection to verify repairs.
- F. If playgrounds are not compliant within 90 days of the initial inspection, the Facilities Department will remove the equipment or block from use unless a different decision or timeline is approved in writing by the Facility Manager or Assistant Facility Manager.

**VI. ONGOING MAINTENANCE, REPAIRS, AND INSPECTIONS**

- A. Once the initial playground inspections are completed and playgrounds on District operated property are determined to be compliant, a regular inspection process is necessary to support safety.
- B. A CPSI will inspect each playground on a biannual basis, producing a written report within 45 days of inspection.
  - 1. Written reports are available upon request to the District Safety Coordinator.
  - 2. Inspections will take place in the months of April or May and again in October or November, unless another timeframe has been approved by the Facility Manager or Assistant Facility Manager.
- C. Should any recommendations be noted, they will be submitted to the Facility Manager or Assistant Facility Manager for approval and coordination of repairs or modifications. It is expected that repairs are made within 90 days from the date of notification of the written report, unless the CPSI determined any hazards to be more immediate.
- D. Certain play elements may require varying types of maintenance. Maintenance plans are to be developed during the installation process.
  - 1. Maintenance on the playgrounds is facilitated by the Utilities Department.
  - 2. The Facility Director or Assistant Facility Director will determine if the repair or maintenance work is best suited for volunteers willing to assist, in house staff and/or contractors.
  - 3. If an external group has indicated interest in being involved in ongoing maintenance and repairs to the playground, the Facility Director or Assistant Facility Director will collaborate with the group’s point of contact if the work needing to be completed is suitable for volunteers.
- E. When replacement equipment is necessary:
  - 1. For commercially made equipment, it must be ordered from the correct manufacturer to match the current play structure
  - 2. Records of purchase and installation must be maintained by the Facilities Department
  - 3. Replacement components must be approved by the District.

4. Repairs must not create additional hazards during the repair process.

## **VII. NEW INSTALLATION PROCESS**

- A. New installations may stem from necessity through inspection, change in school composition or other reasons and may be requested by internal staff or through community groups.
- B. Requests are reviewed by the Facilities Department.
- C. A request for new installation must include the following documentation:
  1. Playground designs, specific equipment, and a site plan.
    - a) For IPEMA certified equipment, include certifications
  2. A quote from a manufacturer of the proposed designs, including the following details:
    - a) Length of time the quote is valid
    - b) Indication that installation is included
    - c) Inclusion of surfacing material
    - d) Anticipated length of life of the playground
  3. A maintenance plan from the manufacturer, including anticipated repair and/or maintenance costs for the next 10 years.
    - a) Include indication if the group is interested in assisting with future maintenance.
  4. A breakdown of where the funds plan to be generated
  5. A timeline of the installation process
  6. Should the request come from a community group, include the group's point of contact.
- D. Once the above documents are ready for submission, they are submitted to the Facilities Director to start an internal review of the request.
- E. A District-contracted CPSI will review the submitted documents and provide written feedback from a regulatory standpoint.
- F. The Facility Manager will provide written feedback to ensure the playground can be properly maintained, and that the structure is in a location that does not impede future building plans, utilities, or maintenance activities, such as snow removal, drainage, etc.

- G. Written responses will be reviewed with the interested party. The Facility Manager will make a final determination within 90 days of submission through consideration of the CPSI review, impact on District facilities, cost to the District for ongoing maintenance, and liabilities of such installation. The final determination will also include a revised cost estimate to include an estimated 10% of the project cost in change orders.
- H. Should approval be denied, interested parties may appeal to the School Board through a written request.
- I. If the installation is approved:
  - 1. Internally funded projects will be coordinated entirely through the Facilities Department.
  - 2. Externally funded projects may start fundraising efforts. Once 100% of the goal set during the approval is met and found to be secured through a District audit, installation can begin.
    - a) Installation of externally funded projects must be coordinated and approved through the Facilities Department to ensure representation is on site during site visits, preparations, etc.
- J. Once installation has been completed, a District-contracted CPSI will conduct an audit of the playground.
- K. Once the playground has passed the audit, it can then be commissioned for use.
- L. For projects that were externally funded, once the playground is audited and commissioned for use, the playground will become district property and all future maintenance will be the responsibility of the District.

**Legal References:** United States Consumer Product Safety Commission, *Public Playground Safety Handbook* American Society for Testing and Materials F1487, F2373, F2075, F2223, F2479, F1951, F2049, and F1292.

**Cross References:**

First Reading:  
Second Reading:

### ~~3045 — PLAYGROUND SITE AND EQUIPMENT IMPROVEMENT~~

~~The School District shall annually allocate in the capital expenditure fund budget a sum of money to provide matching funds to be used for purposes of site improvement or equipment additions at elementary school playground sites. A request shall be submitted to the administration by the school principal/parent faculty organization/community for such improvement or addition, together with a pledge to provide a stipulated sum of money for one half (1/2) of the total cost of said improvement/addition. The sum of money so stipulated above may be from any source except School District provided funds, unless this restriction is specifically waived due to an unusual or peculiar circumstance acceptable to the School Board. Upon receipt of said request, the administration shall consider the appropriateness and feasibility of the request and make a recommendation to the School Board for approval/disapproval of the project for funding of a fifty/fifty (50/50) basis with the requesting organization.~~

~~Adopted: — 08-12-1980 ISD 709~~

~~Revised: — 06-20-1995 ISD 709~~

## ~~5115 ELEMENTARY SCHOOL PLAYGROUNDS~~

~~The School Board recognizes the need for suitable and safe use of playgrounds as an important part of the physical and social development of students.~~

### ~~1. Use By Students~~

~~All elementary students shall be given proper instruction on the safe and appropriate use of playgrounds including apparatus, games, and play areas. The playground shall be accessible to all students. Reasonable adaptations of environment, supervision, program, and/or equipment shall be made to further the accessibility of playgrounds by students with handicaps.~~

### ~~2. Supervision~~

~~Adequate playground supervision shall be provided during hours when school is in session.~~

### ~~3. Maintenance~~

~~Semi-annual maintenance shall be the responsibility of the School District Physical Plant Department and shall include:~~

~~a. An annual major cleaning and replenishment of loose fill materials. b. A semi-annual inspection and repair of all apparatus including nuts, bolts, chains, and all parts that, due to wear or damage, need repair or replacement. c. A semi-annual inspection and repair of all playground areas to ensure level and safe running/play surfaces and the lack of protrusions or bump/fall hazards to include the building, fencing, and playground environment.~~

### ~~d. Inspections~~

~~The building principal shall direct appropriate competent staff to inspect and maintain the playground and all apparatus daily for:~~

- ~~1. Loose, damaged, or protruding bolts and objects, etc., that may cause cuts/scrapes.~~
- ~~2. Glass or debris on surfaces that may cause cuts or falls.~~
- ~~3. Foreign objects that may be thrown or cause injury if handled.~~
- ~~4. Loose fill materials that have become displaced below playground apparatus, especially at slide discharge sites, below ladders, or under swings.~~
- ~~5. Minor safety problems should be repaired immediately, major maintenance or safety problems that must be reported immediately to the Physical Plant Department.~~

~~Adopted: 01-12-1988 ISD 709~~

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

## ~~7115 — ELEMENTARY SCHOOL PLAYGROUND DESIGN AND EQUIPMENT~~

~~The School District recognizes the needs of elementary schools to have playgrounds that are designed to be physically suitable and safe for the age and use of the students. Use of playgrounds is allowed during the school day and during non-school periods. The use of the playgrounds are intended for both recreation, physical education, and motor skill development. The School District recognizes the fact that no laws presently exist that control or legally determine the exact requirement of playgrounds. The Business Services Committee will approve the material and application specifications of all surfacing and equipment for playgrounds.~~

### ~~1. Layout and Design~~

~~—a. Separate and physically remote areas shall be provided for:~~

- ~~(1) running, dodging, throwing, and walking activities~~
- ~~(2) climbing, swinging, sliding or in-place play activities~~

~~—b. Playground apparatus shall be located remote of other playground activities and separated by markings, space, or physical barriers when possible.~~

~~—c. Special considerations shall be made regarding the ability to supervise or observe both activities from a single location. Equipment shall be arranged to accommodate the traffic of children using the equipment and those using adjacent apparatus. When possible, single multiple use apparatus will be used.~~

~~—d. Barriers such as surface separating/containment beams shall not be positioned to represent a bump, fall, or trip hazard.~~

### ~~2. Apparatus and Equipment~~

~~All playground equipment shall be selected to provide the safest environment possible.~~

#### ~~a. Height~~

~~(1) Apparatus shall not place a student's feet more than six (6) feet above the surface the apparatus is mounted on. This generally limits all equipment to a maximum height from the ground to the top usable platform to six (6) feet. No exceptions will be made to allow for intermediate platforms or multi-level climbers with six (6) foot increments.~~

~~(2) Swings shall not exceed eight (8) feet when measured from the top rail (anchoring the chains) to the surface.~~

#### ~~b. Construction~~

##### ~~(1) Climbing Apparatus~~

~~Rungs of horizontal ladders, climbing bars, handrails, and other components shall be cylindrical and approximately 1 5/8 inches in diameter to allow for secure gripping of all students.~~

~~(2) The use of large wooden structures shall not be allowed.~~

~~Wooden apparatus now in use will be replaced when worn out. Maintenance, size of hand holds, and surface connection points are not as acceptable as metal and vinyl covered apparatus.~~

~~(3) All equipment shall meet U.S. Consumer Products Safety Commission Guidelines.~~

~~(4) Special equipment not allowed:~~

~~(a) Merry Go Rounds.~~

~~(b) Fixed/ground mounted animal rockers, single student use apparatus, etc.~~

~~(c) Tricking bars remote of or not part of a multiple use piece of apparatus.~~

- ~~(d) Equipment with steps, ladders, or stairways having a slope of greater than 35 degrees.~~
- ~~(e) Basketball hoops having metal chain vs. cloth fabric attached.~~
- ~~(f) Swing seats of wood or metal construction that present impact injuries when unoccupied.~~
- ~~(g) Platform apparatus that encourages jumping from heights of more than three (3) feet.~~
- ~~(h) All equipment that would be rendered unusable or become a trip/fall hazard when buried in one (1) foot of snow/ice.~~
- ~~(i) Open S hooks that would release chains or equipment held by them if stressed or twisted.~~
- ~~(j) Any above-ground protrusions resulting from anchoring devices/concrete rising due to frost.~~
- ~~(k) Any other equipment not approved by the Business Services Committee.~~

### ~~3. Surfacing~~

#### ~~a. Running, throwing, ball playing and areas unoccupied by apparatus:~~

- ~~(1) Asphalt shall be appropriate for running and painted surface games areas.~~
- ~~(2) Grass shall be allowed for ball fields, soccer, running, and contact game areas.~~
- ~~(3) Surfacing other than under or around apparatus shall be considered generally appropriate if safety conditions or existing school conditions do not present unusual falling/tripping potential or special hazards (i.e., rocks protruding from ground, fence posts, building hazards, etc., that cannot be eliminated).~~

#### ~~b. Under climbing apparatus and swings~~

##### ~~(1) Unacceptable surfaces:~~

- ~~(a) Asphalt~~
- ~~(b) Concrete~~
- ~~(c) Dirt~~
- ~~(d) Grass~~
- ~~(e) Gravel~~
- ~~(f) Any material not meeting U.S. Consumer Products Safety Commission guidelines for adequate fall protection.~~

##### ~~(2) Preferred surfaces:~~

- ~~(a) Rubber like/resilient surfacing that by manufacturing specifications provides adequate U.S. Consumer Products Safety Commission fall protection from ten (10) feet.~~
- ~~(b) Pea gravel/pea rock to a minimum depth of eight (8) inches.~~
- ~~(c) Sand to a minimum depth of ten (10) inches.~~
- ~~(d) Loose fill materials that meet U.S. Consumer Products Safety Commission guidelines to provide fall protection from ten (10) feet.~~

#### ~~c. Containment Structures for Under Apparatus Surfacing~~

~~Loose fill materials when used shall be installed with drainage and containment structures that do not present fall/trip or bump hazards. When possible, solid barriers shall be erected or space provided to prevent spillage of materials into adjacent play areas of a different surface.~~

~~Reference: United States Consumer Products Safety Commission,~~

~~Volume I: General Guidelines for New and Existing Playgrounds, 1981~~

~~Adopted: 11-10-1987 ISD 709~~

## **604 INSTRUCTIONAL CURRICULUM**

### **I. PURPOSE**

The purpose of this policy is to provide for the development of course offerings for students.

### **II. GENERAL STATEMENT OF POLICY**

- A. Instruction must be provided in at least the following subject areas:
  - 1. basic communication skills including reading and writing, literature, and fine arts;
  - 2. mathematics and science;
  - 3. social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);
  - 4. health and physical education;
  - 5. The arts;
  - 6. Career and technical education; and
  - 7. World languages.
- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. Public elementary and middle schools must offer at least three and require at least two, of the following five art areas: dance, media arts, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five arts areas: dance, media arts, music, theater, and visual arts.
- D. The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.
- E. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- F. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- H. The school district or charter school may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

### **III. REQUIRED ACADEMIC STANDARDS**

- A. The following subject areas are required for statewide accountability:
  - 1. language arts;
  - 2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;
  - 3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;
  - 4. social studies, including history, geography, economics, and government and citizenship that includes civics;
  - 5. physical education;
  - 6. health, for which locally developed academic standards apply; and
  - 7. the arts.
- B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

### **IV. PARENTAL CURRICULUM REVIEW**

The school district shall have a procedure for a parent, 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 and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

### **V. CPR AND AED INSTRUCTION**

The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

- A. In the school district's discretion, training and instruction may result in CPR certification.
- B. CPR and AED instruction must include CPR and AED training that have been developed:
  - 1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or

2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
  - D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

## **VI. COLLEGE AND CAREER PLANNING**

- A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
  1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;
  2. emphasize academic rigor and high expectations and inform the student, and the student's parent or guardian if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
  3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;
  4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
  5. help students access education and career options;
  6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
  7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
  8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and

9. be reviewed and revised at least annually by the student, the student’s parent or guardian, and the school district to ensure that the student’s course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.
- B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.
  - C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college ready.
  - D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student’s plan reflect the student’s unique talents, skills, and abilities as the student grows, develops, and learns.
  - E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
  - F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student’s plan under this provision shall continue while a student is enrolled.

**Legal References:** Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120B.101 (Curriculum)  
Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)  
Minn. Stat. § 120B.20 (Parental Curriculum Review)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
Minn. Stat. § 120B.022 (Elective Standards)  
Minn. Stat. § 120B.023 (Benchmarks Implement, Supplement Statewide Academic Standards)  
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)  
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

**Cross References:** MSBA/MASA Model Policy 603 (Curriculum Development)  
MSBA/MASA Model Policy 605 (Alternative Programs)

First Reading: 02.29.2024  
Second Reading:

Adopted: \_\_\_\_\_

Revised: \_\_\_\_\_

MSBA/MASA Model Policy 604  
Orig. 1995  
Rev. 2023

## 604 INSTRUCTIONAL CURRICULUM

### I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

### II. GENERAL STATEMENT OF POLICY

A. Instruction must be provided in at least the following subject areas:

1. basic communication skills including reading and writing, literature, and fine arts;
2. mathematics and science;
3. social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);
4. health and physical education;

***[Note: Health curriculum may include child sexual abuse prevention in consultation with other federal, state, or local agencies and community-based organizations to identify research-based tools, curricula, and programs.]***

5. The arts;
6. Career and technical education; and
7. World languages.

***[Note: The school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages. World languages programs should be developed and implemented to acknowledge and reinforce the language proficiency and cultural awareness that non-English language speakers already possess and encourage students' proficiency in multiple world languages. Programs also must encompass indigenous American Indian languages and cultures, among other world languages and cultures. School districts may award Minnesota World Language Proficiency Certificates consistent with Minnesota Statutes section 120B.022.]***

- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. Public elementary and middle schools must offer at least three and require at least two, of the following **five art areas**: dance, **media arts**, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five arts areas: dance, media arts, music, theater, and visual arts.
- D. The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks

developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.

- E. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- F. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- H. The school district or charter school may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

### **III. REQUIRED ACADEMIC STANDARDS**

- A. The following subject areas are required for statewide accountability:
  - 1. language arts;
  - 2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;
  - 3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;
  - 4. social studies, including history, geography, economics, and government and citizenship that includes civics;
  - 5. physical education;
  - 6. health, for which locally developed academic standards apply; and
  - 7. the arts.
- B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

### **IV. PARENTAL CURRICULUM REVIEW**

The school district shall have a procedure for a parent, 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 and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided

by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

## V. CPR AND AED INSTRUCTION

The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

- A. In the school district's discretion, training and instruction may result in CPR certification.
- B. CPR and AED instruction must include CPR and AED training that have been developed:
  - 1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or
  - 2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
- D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

***[Note: If a school district requests resources, the Minnesota Resuscitation Consortium must provide them to the school district for instruction and training provided to students under this section.]***

## VI. COLLEGE AND CAREER PLANNING

- A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
  - 1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;
  - 2. emphasize academic rigor and high expectations and inform the student, and the student's parent or guardian if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
  - 3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary

education and employment choices;

4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
  5. help students access education and career options;
  6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
  7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
  8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and
  9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.
- B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.
- C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college ready.
- D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.
- E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
- F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student's plan under this provision shall continue while a student is enrolled.

**Legal References:** Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120B.101 (Curriculum)  
Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)  
Minn. Stat. § 120B.20 (Parental Curriculum Review)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
Minn. Stat. § 120B.022 (Elective Standards)  
Minn. Stat. § 120B.023 (Benchmarks Implement, Supplement Statewide Academic Standards)  
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)  
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

**Cross References:** MSBA/MASA Model Policy 603 (Curriculum Development)  
MSBA/MASA Model Policy 605 (Alternative Programs)

First Reading:

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 604

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2023

## 604 INSTRUCTIONAL CURRICULUM

### I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

### II. GENERAL STATEMENT OF POLICY

A. Instruction must be provided in at least the following subject areas:

1. basic communication skills including reading and writing, literature, and fine arts;
2. mathematics and science;
3. social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);
4. health and physical education;

***[Note: Health curriculum may include child sexual abuse prevention in consultation with other federal, state, or local agencies and community-based organizations to identify research-based tools, curricula, and programs.]***

5. The arts;
6. Career and technical education; and
7. World languages.

***[Note: The school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages. World languages programs should be developed and implemented to acknowledge and reinforce the language proficiency and cultural awareness that non-English language speakers already possess and encourage students' proficiency in multiple world languages. Programs also must encompass indigenous American Indian languages and cultures, among other world languages and cultures. School districts may award Minnesota World Language Proficiency Certificates consistent with Minnesota Statutes section 120B.022.]***

- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. Public elementary and middle schools must offer at least three and require at least two, of the following four art areas: dance, media arts, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five arts areas: dance, media arts, music, theater, and visual arts.
- D. The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks

developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.

- E. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- F. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- H. The school district or charter school may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

### **III. REQUIRED ACADEMIC STANDARDS**

- A. The following subject areas are required for statewide accountability:
  - 1. language arts;
  - 2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;
  - 3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;
  - 4. social studies, including history, geography, economics, and government and citizenship that includes civics;
  - 5. physical education;
  - 6. health, for which locally developed academic standards apply; and
  - 7. the arts.
- B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

### **IV. PARENTAL CURRICULUM REVIEW**

The school district shall have a procedure for a parent, 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 and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided

by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

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- B. CPR and AED instruction must include CPR and AED training that have been developed:
  - 1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or
  - 2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
- D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

***[Note: If a school district requests resources, the Minnesota Resuscitation Consortium must provide them to the school district for instruction and training provided to students under this section.]***

## VI. COLLEGE AND CAREER PLANNING

- A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
  - 1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;
  - 2. emphasize academic rigor and high expectations and inform the student, and the student's parent or guardian if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
  - 3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary

education and employment choices;

4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
  5. help students access education and career options;
  6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
  7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
  8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and
  9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.
- B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.
- C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college ready.
- D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.
- E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
- F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student's plan under this provision shall continue while a student is enrolled.

**Legal References:** Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120B.101 (Curriculum)  
Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)  
Minn. Stat. § 120B.20 (Parental Curriculum Review)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
Minn. Stat. § 120B.022 (Elective Standards)  
Minn. Stat. § 120B.023 (Benchmarks Implement, Supplement Statewide Academic Standards)  
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)  
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

**Cross References:** MSBA/MASA Model Policy 603 (Curriculum Development)  
MSBA/MASA Model Policy 605 (Alternative Programs)

First Reading:

## ~~6041 PARENT OR GUARDIAN REQUEST FOR ALTERNATIVE INSTRUCTIONAL RESOURCES~~

~~Duluth Public Schools respects the rights of parents or guardians to request alternative instructional resources for their child or ward. It is important to remember that materials may be challenged at any time, any place, for any reason by anyone. It is impossible, therefore, to foresee what title (s) will not meet with the approval of any given individual. For that reason, Duluth Public Schools has Policy 6041 Parent or Guardian Request for Alternative Instructional Resources.~~

~~Parents or guardians may request an alternative instructional resource if they feel the instructional material assigned by the teacher is not appropriate for their child or ward. The process for requesting an alternative instructional resource includes the following:-~~

- ~~1. The parent/guardian requests meeting with the teacher to discuss concerns about a specific instructional resources for their child/ward. Part of the conversation will include the overall content of the resource, the intent of the resource or author, age/maturity level of the readers, or possibly the age of the characters and their relationship, and how the teacher deals with the topic in the classroom.~~
- ~~2. If the parent/guardian continues to have a concern about the specific instructional resource after this discussion, the teacher will arrange for an alternative instructional resource that addresses the concerns of the parent/guardian and meets the academic standards/outcomes and level of rigor required in the course curriculum. More than one solution will be considered in cooperation with the parent/guardian and the teacher to resolve sensitive issues.~~
- ~~3. The teacher informs the principal about the meeting and alternative instructional resource.~~
- ~~4. The principal/teacher arranges a follow up meeting (s) with the parent/guardian during a time that the alternative resource is being used to ensure communication. The meeting may include the teacher, department head, principal, and/or district representative.~~
- ~~5. If a viable solution is not reached at the building level, an appeal may be made to the Director of Curriculum. The Director will convene a committee in an attempt to develop a solution acceptable to the parents/guardian and educators.~~
- ~~6. If this committee's recommendation is not acceptable to the parents/guardians and educators, an appeal may be made to the Superintendent.~~
- ~~7. If the Superintendent's recommendation is not acceptable to parents/guardians and educators an appeal may be made to the Board of Education.~~

~~Adopted: 12-20-2005-[ISD-709](#)~~

## ~~6125 — CURRICULUM GUIDES~~

~~Curriculum guides and monographs shall be prepared in harmony with the legal requirements of the state and the purposes of the program of instruction adopted by the School Board.~~

~~The Superintendent or designee shall have general coordinating authority and direction over the formation of all courses of study, curriculum guides, and monographs.~~

~~The Director of Curriculum, Curriculum Specialists, Principals and teachers shall assist with the development and revision of the curriculum guides and monographs.~~

~~Curriculum development is based on the assumption that such study is most productive when conducted as a cooperative enterprise in which teachers and administrators participate.~~

~~A charge will be made for materials distributed outside the School District commensurate with the cost of printing and distribution.~~

~~Adopted: — 06-09-1970 ISD 709~~

~~Revised: — 06-20-1995~~

~~————— 10-19-2004 ISD 709~~

## ~~6130 HEALTH EDUCATION~~

~~The health education curriculum shall be consistent with the goals of education and shall include knowledge and skills for promotion of good health. It will be designed to strengthen the individual's self-awareness. It will provide students with information to enable them to make healthy decisions as they participate in their family and community.~~

~~Included in instruction will be health literacy. Health literacy is the capacity of an individual to obtain, interpret, and understand basic health information and services and the competence to use such information and services in ways, which are health enhancing. Educational experiences to produce health literate students with the ability to be critical thinkers and problem solvers, responsible and productive citizens, self-directed learners, and effective communicators will be the emphasis of the Health Education curriculum.~~

~~All faculty members will be informed of relevant facts pertaining to all facets of health education. Inservice programs will be established to help faculty be alert and informed of current information in relation to this area of study.~~

~~The School District recognizes that the first responsibility for the total health education of the child belongs to the parents. Yet, our society must be ready to accept its share of the responsibility. Steps shall be taken to ensure that the special knowledges, skills, interests, and responsibilities of the School District and related community agencies are recognized and utilized in the school's program of health education.~~

~~A Health Curriculum will include instruction in the six priority health risk behaviors identified by the Centers of Disease Control: Tobacco Use, unhealthy dietary behaviors, inadequate physical activity, alcohol and other drug use, sexual behaviors that may result in HIV infection, other sexually transmitted diseases, and unintended pregnancies, behaviors that may result in violence and unintentional injuries.~~

~~References: MS 122A.66~~

~~Adopted: 12-12-72 ISD 709~~

~~Revised: 06-20-95~~

~~10-19-04 ISD 709~~

**3075 725 BIDS / QUOTES / REQUESTS FOR PROPOSALS (RFP'S)**

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

1. Contracts

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

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

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

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

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

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

2. Professional Services

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

**Legal References:** ~~MSA-123.37-123B.52~~ Minn. Stat. §471.345 (Uniform Municipal Contracting Law) — 471.345 Minn. Stat. §123B.52 (Contracts)

**Cross References:** 725R Requests for Proposals

Adopted: 09-21-1993 ISD 709  
Revised: 06-21-1994  
06-20-1995  
02-17-1998  
02-23-2010 ISD 709

## 604R INSTRUCTIONAL CURRICULUM

### **Statement**

Duluth Public Schools respect the rights of parents or guardians to request alternative instruction for their students. Parents or guardians may request alternative instruction if they feel the instructional plan or resource assigned by the teacher is not appropriate for the student. Parents and guardians, who wish to opt-out their student from part of Duluth Public School's curriculum, including instruction and materials, must follow the procedure detailed below:

1. Participate in a meeting with the building principal or designee who will hear the concerns. The Principal or designee will explain the alternative instruction request process and provide an overview of the responsibilities of parents/guardians and students in implementing alternative instruction.
2. A formal request for alternative instruction is initiated upon submission of a completed [Formal Request for Alternative Instruction](#). The plan must include, as applicable, details for:
  - Replacement instructional materials;
  - How the plan aligns to state and district standards;
  - How the parent/guardian will cover costs to the District to implement the plan; and
  - How the alternative instruction will be delivered to the student.
3. A school committee, that may include a building administrator, classroom teacher, and Content Lead teacher will evaluate the plan. The evaluation will consider whether the alternative instruction plan is aligned to District and state standards, district policy, and assessments, and the availability of school resources, such as classroom space, to administer the plan. The evaluation will also ensure that the implementation of the plan for alternative instruction will not incur a cost to the District.
4. The school committee will provide a response to the written plan within 10 school days. The response will be one of the following:
  - A. Acceptance of the plan for alternate instruction;
  - B. Acceptance of the plan for alternate instruction with modifications, including an explanation for the modifications; or
  - C. Notification that the plan for alternate instruction is not acceptable with an explanation.

The response will specify how the learning will be assessed. The parent/guardian will reply in writing with an agreement or refusal to provide for the resources needed to implement the plan. If the parent/guardian accepts the response, the plan must begin within 10 school days from the date of parental acceptance.

5. If the plan is not accepted, the parent/guardian may appeal to the Director of Elementary Education or Director of Secondary Education. The Director will convene an appeals committee that may include the Curriculum Coordinator, Content Lead Teacher, and a classroom teacher. The Committee will consider the case at its earliest opportunity and submit a recommendation to the Superintendent, which will then be communicated to the school and parent/guardian. Final decisions regarding the appeal will be made by the Superintendent or designee. When a student opts-out of a portion of a course, the student will use that instructional time as independent study time. While alternatives will be considered based upon each situation, the school is not obligated to provide space outside of the regular classroom for the independent study time. The student may not leave the school campus during this time.

Legal References: Minn. Stat. § 120B.20 (Parental Curriculum Review)

Cross References: 604 Instructional Curriculum  
606 Textbooks and Instructional Materials

Adopted:

## **3075R 725R BIDS / QUOTES / REQUESTS FOR PROPOSALS (RFP'S)**

Current contract limits as defined by uniform municipal contracting law.

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

1. Contracts over ~~\$100,000~~ \$175,000  
If the amount of the contract is estimated to exceed ~~\$100,000~~ \$175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing contracts by the particular municipality or class thereof.
2. Contracts from ~~\$25,000~~ \$25,001 to ~~\$100,000~~ \$174,999  
If the amount of the contract is estimated to exceed \$25,000 but not to exceed ~~\$100,000~~ \$174,999, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof.
3. ~~Contracts less than \$25,000~~ For contracts of \$25,000 or less  
If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market. If the contract is made upon quotation it shall be based , so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt thereof.

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

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

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

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

**Cross References:** 725 Requests for Proposals

Approved: 9-21-93 ISD 709  
Revised: 5-17-94  
6-20-95  
5-21-2002  
2-23-10

**Consent Agenda - Regular School Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, March 19, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

**1. Consent Agenda**

**A. Approval of Minutes from Past School Board Meetings**

- 1) Regular School Board Meeting - February 29, 2024 2

**B. Approval of Action Items**

1) Human Resources

- a. Staffing Report 5  
b. Other Action Items

2) Finance

- a. Financial Report 7  
b. Fundraisers 8  
c. Bids, RFPs and Quotes

- (1) Bid #1323 Homecroft Parking Lot Reconstruction 9

- d. Contracts, Change Orders, Leases - None

3) Items Brought Forward From the Monthly Committee of the Whole Meeting

4) Other

- a. Diploma Requests 11  
b. Field Trip Requests 15  
c. Data Sharing Agreements 79

**C. Approval of Policy Readings**

1) First Readings - None

2) Second Readings

- a. 811 Playground Installation and Maintenance (Deletion of 3045, 5115 & 7115) 83

- b. 604 Instructional Curriculum (Deletion of 6041, 6125 & 6130) 102

3) Policies for Review

- a. 725 Requests for Proposals (renumbered from 3075) 119

**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 - March 4, 2024 124

- 2) Policy Committee - March 4, 2024 185

- 3) Human Resources/Business Services Committee - March 11, 2024 226

Regular School Board Meeting  
Thursday, February 29, 2024 6:30 PM Central

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

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

1. Call to Order  
at 6:30 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

Move to approve the agenda. This motion, made by Kelly Durick Eder and seconded by Henry Banks, Passed.

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

5. School and Community Recognition

Superintendent Magas presented the School and Community Recognition.

6. Career and Technical Education (CTE) Presentation

The Career and Technical Education (CTE) Presentation was given by Principal on Special Assignment Seboe.

7. 2024 Concurrence and Non-Concurrence Presentation

The 2024 Concurrence and Non-Concurrence Presentation was given by American Indian Education Coordinator Garbow and Interim Chair Greensky of the American Indian Parent Advisory Committee.

8. Reading Communications, Petitions, Etc.

9. Report of the Superintendent

9.A. Reports from Student School Board Representatives

Student Representative Patronas presented the East Student Report.

Student Representative Miller presented the Denfeld Student Report.

Student Representative Ritzko presented the Area Learning Center Student Report.

9.B. Superintendent's Report

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

Student Representative Reports  
Duluth Public Schools Branding Video  
Negotiations  
Referendum  
Legislative Platform and Advocacy  
Superintendent Mid-Year Evaluation

#### 9.C. Schedule of Meetings and Events

### 10. Report of Standing Committees

#### 10.A. Committee of the Whole

##### 10.A.1) Monthly Committee of the Whole (*February 6, 2024*)

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

#### 10.B. Human Resources/Business Services Committee (*February 13, 2024*)

Member Durick Eder presented the Human Resources/Business Services Committee Report.

#### 10.C. Policy Committee (*February 6, 2024*)

Member Loeffler-Kemp presented the Policy Committee Report.

Discussion was had.

### 11. General Board Committee Updates

Member Loeffler-Kemp shared an update on the Duluth Public Schools Endowment Fund Committee.

Member Mikesell shared an update on the Inter-Governmental Committee.

Member Sadowski shared an update on the Head Start Policy Council.

### 12. Consent Agenda

Move to approve the Consent Agenda. This motion, made by Kelly Durick Eder and seconded by Rosie Loeffler-Kemp, Passed.

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

### 13. Resolutions from Committee Reports

#### 13.A. B-2-24-4015 - Acceptance of Donations to Duluth Public Schools

Move to approve Resolution B-2-24-4015 Acceptance of Donations to Duluth Public Schools.

This motion, made by Kelly Durick Eder and seconded by Sarah Mikesell, Passed.

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

### 14. Special Resolutions and Action Items

#### 14.A. SP-2-24-4014 School Board Members to Attend Duluth Days at the Capitol

Move to approve SP-2-24-4014 School Board Members to Attend Duluth Days at the Capitol.

This motion, made by Sarah Mikesell and seconded by Jill Lofald, Passed.

Stephanie Williams: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie

Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea  
Yea: 6, Nay: 0, Absent: 1

#### 14.B. B-2-24-4017 Legislative Platform

Move to approve Resolution B-2-24-4017 2024 Legislative Platform. This motion, made by Rosie Loeffler-Kemp and seconded by Henry Banks, Passed.

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

#### 14.C. HR-2-24-4016 - Integration Specialists Bargaining Unit Contract - PLACEHOLDER

Move to approve Resolution HR-2-24-4016 Integration Specialists Bargaining Unit Contract. This motion, made by Jill Lofald and seconded by Rosie Loeffler-Kemp, Passed.

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

#### 15. Questions / Other

#### 16. Adjournment

Move to adjourn at 9:05 p.m. This motion, made by Kelly Durick Eder and seconded by Henry Banks, Passed.

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

**HUMAN RESOURCES ACTION ITEMS FOR: March 19, 2024**

**CERTIFIED APPOINTMENT**

BARTIKOSKI, KAYLA J  
BOGENHOLM, BETHANY E I  
CHMELIK, ROSALYN A  
KOCHEVAR, ANNA M  
LOHN, BREANNA J  
LUEDTKE, JACK R  
SAVRE, JAMES A  
SMITH, MARK R  
ZSCHUNKE, AARON M

**POSITION**

LTS KINDERGARTEN/LAURA MACARTHUR, (MA) IV 5, 1.0, SISLO T. CHILDCARE LEAVE  
SPED SMI/DCD SETTING III/MYERS WILKINS, (BA) III 1 1.0, RASMUSSEN C. TRANSFER  
SPED STEPS SETTING IV TOSA/ROCKRIDGE, (BA) III 1, 1.0, MACDOWELL N. TRANSFER  
LTS GRADE 3 TEACHER/HOMECROFT, (BA)III 1, 1.0, WILSON R. CHILD CARE LEAVE, TEMP POSITION  
LTS SPED PHYSICAL THERAPIST/DISTRICT WIDE, (PHD) V 9, 1.0, YANKOWIAK K. MATERNITY LEAVE  
LTS ENGLISH TEACHER/DENFELD, (BA) III 1,1.0, HANSON D. PARENTAL LEAVE, TEMP POSITION  
MATH TEACHER/ORDEAN, LINCOLN PARK, (MA) IV 9, 1.0, KONIETZKO L. TRANSFER  
SPED DCD SETTING III TEACHER/EAST, (BA) III 1, 1.0, JONES J. TRANSFER  
MATH TEACHER/ORDEAN,LINCOLN PARK, (MA) IV 9 1.0, KONIETZKO. L TRANSFER

**EFFECTIVE DATES**

02/07/2024  
01/08/2024  
01/17/2024  
01/24/2024  
02/01/2024  
01/22/2024  
02/05/2024  
01/15/2024  
01/08/2024

**CERTIFIED LEAVES**

BACHINSKI, SUSAN D  
ELIASON, KAITLYN J  
PETERSMEYER, ANNETTE K  
PIERRE, MARGARET L  
RIDGELL, CHRISTINE E  
SERRANO RIVERA, ALBERTO R  
SOLARZ, KARI E

**POSITION**

PRE-K / STOWE MID CAREER LEAVE BEG 24-25 YR TO 12/20/24  
SPEC ED SPEECH LANGUAGE/DW  
SPED RESIDENTIAL EBD - ROCKRIDGE ACADEMY (START DATE TBD- BEGINNING OF 24-25 YR)  
PREKINDERGARTEN/MYERS WILKINS  
EARTH SCIENCE TEACHER/ORDEAN EAST  
ELA/DW  
3RD GRADE TEACHER/PIEDMONT

**EFFECTIVE DATES**

12/20/2024  
04/01/2024 06/07/2024  
10/18/2024  
08/26/2024 06/06/2025  
01/23/2024 02/09/2024  
01/12/2024 01/26/2024  
02/01/2024 02/01/2027

**CERTIFIED RESIGNATION**

PLESHA, STEVEN J  
PETERSON, BRUCE A

**POSITION**

SPED RESOUC/ASST BASEBALL COACH - LINCOLN PARK MS/EAST HS  
BUS DRIVER II

**EFFECTIVE DATES**

06/07/2024  
01/04/2024

**CERTIFIED RETIREMENT**

BACHINSKI, SUSAN D  
BOYNTON, SANDRA J  
DUPRE, KATHLEEN B  
FARNHAM, DEBBIE J  
FORBORT, KEITH A  
GROHN, SUSAN L  
MEHLING, MARIBEL L  
NYGAARD, WILLIAM D  
PETERSMEYER, ANNETTE K  
POKRZYWINSKI, JOHN M

**POSITION**

PRE K / STOWE  
MUSIC/BAND - ORDEAN EAST MS  
MTSS COORD - LAKEWOOD ES  
PRE K TEACHER / PIEDMONT ES  
GRADE 3 TEACHER - HOMECROFT ES  
SPED SCHOOL NURSE - DW  
GRADE 3 TEACHER/MYERS-WILKINS ES  
SOCIAL STUDIES TEACHER - EAST HS  
SPED RESIDENTIAL EBD - ROCKRIDGE  
GRADE 6 TEACHER/ORDEAN EAST MS

**EFFECTIVE DATES**

12/20/2024  
06/07/2024  
06/07/2024  
06/07/2024  
06/07/2024  
06/07/2024  
06/07/2024  
06/07/2024  
10/18/2024  
06/07/2024

**NON-CERT APPOINTMENT**

BICK, ANNIE M  
BLAZEJAK, BRYAN P  
BORGH, KEITH G  
BOURGEOIS, MARYMALIA  
CHRISTENSEN, PAMELA N  
CHRISTINA, KENKNIGHT M  
DECARO, ZACHARY A  
GJERDAHL, JESSIE R  
GOLMEN, KELSIE K  
HARVICK, SAMUEL B  
HINCHCLIFF, IRIS M  
HOFFMAN, JANE D  
JOHNSON, DENISE M  
JOHNSON, GRACE A  
KREAGER, DELANEY M  
KREKELBERG, TRIANN C  
LARSON, GRACIE M  
MENZ, LEEANNE C  
NETT, STEVEN D  
POLDOSKI, JACKIE J  
SAMEC, CHLOE J  
TURNMIRE, KELLEY L  
WALSBURG, AMANDA L  
WESTBERG, CRYSTAL M  
WILLIAMS, CYNTHIA JOAN  
WILLIAMS, SOPHIE H  
WILTON, PHYLLIS E  
ZINMER, MARY P

**POSITION**

BUS HELPER/TRANSPORTATION, 25/38WKS, \$16.40/HR  
SPED PROGRAM PARA/LINCOLN PARK, 32.5/38WKS, \$19.47/HR, COLLARD J. RESIGNED  
SCHOOL CUSTODIAN I/STOWE, 40/52 WKS, \$17.52/HR, VACANT  
SPED PROGRAM SETTING III PARA/LINCOLN PARK, 32.5/38WKS, \$20.65/HR, COLLARD J. RESIGNED  
NUTRITIONAL SERVICE ASSISTANT/LOWELL, 17.5/38WKS, \$15.22/HR, HORN J. RESIGNED  
HEADSTART BUS HELPER/TRANSPORTATION, 20/38WKS, \$16.40/HR, TEMP POSITION  
EXECUTIVE ASST. POSITION FINANCE/DSC, 40/52WKS, \$22.03/HR  
CUSTODIAN/DENFELD,LAURA MACARTHUR, 40/52WKS, \$17.52/HR, RICHARDSON T. RESIGNED  
SPED PROGRAM PARA/MYERS-WILKINS, 15.75 MWF/38WKS, \$20.31/HR  
FLOATING CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$18.24/HR  
HOURLY MONITOR/LAKEWOOD, 23/38WKS, \$15.00/HR  
SPED STUDENT SPECIFIC/MERRITT CREEK ACADEMY, 31.25/38WKS, \$19.89, MCCracken C. TRANSFER  
HOURLY CLERICAL/LAURA MACARTHUR, 23/38WKS, \$15.00/HR  
SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, \$19.47/HR  
SPED STUDENT SPECIFIC SETTING III PARA/LOWELL, 31.25/38WKS, \$20.46/HR  
HOURLY MONITOR/MYERS WILKINS, 12.5/38WKS, \$15.00/HR  
SPED BW PARA/MYERS-WILKINS, 31.25/38WKS, \$18.30/HR, DUPREE K. MED LEAVE, TEMP POSITION  
SPED PROGRAM PARA/LESTER PARK, 31.25/38WKS, \$21.50/HR, SCHMIDT C. TRANSFER  
CUSTODIAN I/LESTER PARK, 40/52WKS, \$17.52/HR  
HOURLY MONITOR/LESTER PARK, 15/38WKS, \$15.00/HR  
SPED PROGRAM PARA SETTING III/IV/LESTER PARK, 31.25/38WKS, \$20.46 HR, SCHMIDT, C TRANSFER  
HOURLY MONITOR/CONGDON, 12.5/38WKS, \$15.00/HR  
SPED KEYZONE PARA/PIEDMONT, 17.5/38WKS, \$19.30/HR  
OSS INTERMEDIATE/ORDEAN, 40/46WKS, \$18.16/HR, BARONE-ERSPAMER A. TRANSFER  
HOURLY MONITOR/LESTER PARK, 15/38WKS, \$15.00/HR  
PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, \$19.30/HR, GIULIANI C. RESIGNED  
PRESCHOOL PARA/STOWE, 23/38WKS, \$19.30/HR, OZMUN N. LEAVE OF ABSENCE  
HOSPITALITY CAREERS TECH TUTOR/DENFELD, 32/38WKS, \$21.84/HR, MARPLE B. MEDICAL LEAVE, TEMP POSITION

**EFFECTIVE DATES**

01/16/2024  
01/08/2024  
01/11/2024  
02/14/2024  
01/08/2024  
01/22/2024  
01/29/2024  
01/10/2024  
01/22/2024  
01/02/2024  
01/31/2024  
01/30/2024  
01/19/2024  
01/10/2024  
01/31/2024  
01/16/2024  
01/22/2024  
01/25/2024  
01/16/2024  
01/12/2024  
01/31/2024  
01/31/2024  
01/22/2024  
01/16/2024  
01/09/2024  
01/24/2024  
01/22/2024  
02/05/2024

**NON-CERT LEAVES**

**POSTION**

GRADINE, JEFF S  
MARPLE, BROOKE K

CUSTODIAN I/DENFELD  
CULINARY TECH TUTOR/DENFELD

02/08/2024 02/21/2024  
02/06/2024 03/05/2024

**NON-CERT RESIGNATION**

BLAZEJAK, BRYAN P  
CHRISTINA, KENKNIGHT M  
CUSEY, DARREL W  
DICKENSON, JULIE K  
DOUGLAS, JESSICA N  
ETHIER, MARY C  
GREENBERG, JOSHUA D  
STEVRMER, NICKOLAS G  
WHITLOCK, NICHOLE E  
WIGHT, KATELYN A

**POSITION**

SPED PROG PARA/LINCOLN PARK MS  
BUS HELPER - TRANSPORTATION  
LIC ASL INTERPRETER / EAST HS  
CHILD NUTRITIONAL SERVICE ASST / DENFELD HS  
OFFICE SUPPORT SPECIALIST / EAST HS  
INSTRUCTIONAL PARA - MYERS-WILKINS ES  
BUS DRIVER II/TRANSPORTATION  
NETWORK ENGINEER II / DSC  
SPED BW PARA / ORDEAN EAST MS  
SPED PROG PARA SETTING III/IV / ROCKRIDGE ACADEMY

**EFFECTIVE DATES**

01/22/2024  
01/23/2024  
01/30/2024  
02/23/2024  
02/23/2024  
03/01/2024  
01/16/2024  
02/09/2024  
02/16/2024  
01/16/2024

**NON-CERT RETIREMENT**

SOMROCK, SHERRY E  
ZWAK, ELIZABETH J

**POSITION**

LIC ASL INTERPRETER/DENFELD HS  
CHECK & CONNECT PARA - EAST HS

**EFFECTIVE DATES**

06/07/2024  
06/07/2024

# Duluth Public Schools

## HR/BS Services Committee Monthly Fund Balance Report March 11, 2024 Committee Meeting REVISED BUDGET

3/8/2024 Percent spent

REVENUES	23-24		23-24		23-24		23-24		3/1/2024
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		
	FUND	Jul-23	JULY 23-24	July -June	July -June	July -June	BUDGET BALANCE		
General	1	\$ 126,200,922.80	\$ 127,478,292.31	\$ 62,246,036.78	\$ 3,796,008.56	\$ 61,436,246.97		49%	
Food Service	2	\$ 4,039,200.00	\$ 4,039,200.00	\$ 3,167,730.36	\$ -	\$ 871,469.64		78%	
			<b>INCR TO SALES/REVENUE \$ 1,960,800.00</b>						
Transportation	3	\$ 7,020,941.12	\$ 7,020,941.12	\$ 2,071,816.42	\$ 185,215.04	\$ 4,763,909.66		30%	
Community Ed	4	\$ 8,495,545.00	\$ 8,516,152.95	\$ 3,449,851.45	\$ 199.43	\$ 5,066,102.07		41%	
Operating Captial	5	\$ 2,742,547.00	\$ 2,742,547.00	\$ 1,341,013.89	\$ 58,322.86	\$ 1,343,210.25		49%	
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -			
Debt Service Fund	7	\$ 23,647,223.00	\$ 23,647,223.00	\$ 2,387,522.90	\$ -	\$ 21,259,700.10		10%	
Trust Fund	8	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00		0%	
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 583,195.57	\$ -	\$ 366,804.43		61%	
Student Activity	79	\$ 58,406.00	\$ 585,259.43	\$ 229,192.16	\$ 5,711.50	\$ 350,355.77		39%	
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$ 173,430,884.92</b>	<b>\$ 177,216,515.81</b>	<b>\$ 75,476,359.53</b>	<b>\$ 4,045,457.39</b>	<b>\$ -</b>	<b>\$ 95,733,898.89</b>	<b>43%</b>	

EXPENSES	23-24		23-24		23-24		23-24		
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		
	FUND	Jul-23	JULY 23-24	July - June	July - June	July - June	BUDGET BALANCE		
General	1	\$ 120,283,293.86	\$ 123,654,428.65	\$ 72,948,024.13	\$ 2,821,601.74	\$ 47,884,802.78		61%	
			<b>CONTRACT NEGOTIATIONS \$ 3,800,000.00</b>						
			<b>SPED ED \$ 3,100,000.00</b>						
Food Service	2	\$ 4,012,876.00	\$ 4,012,876.00	\$ 2,976,795.54	\$ 1,322,866.28	\$ (286,785.82)		107%	
			<b>INCR TO SALES \$ 1,987,124.00</b>						
Transportation	3	\$ 6,268,632.76	\$ 6,749,632.76	\$ 6,591,833.50	\$ 107,147.83	\$ 50,651.43		99%	
Community Ed	4	\$ 7,630,865.00	\$ 9,084,185.95	\$ 5,019,487.16	\$ 21,066.17	\$ 4,043,632.62		55%	
Operating Captial	5	\$ 7,999,619.25	\$ 7,999,619.25	\$ 8,237,614.17	\$ 861,743.52	\$ (1,099,738.44)		114%	
Building Construction	6	\$ -	\$ -	\$ 3,188,138.63	\$ 198,928.00	\$ (3,387,066.63)			
Debt Service Fund	7	\$ 23,640,000.00	\$ 23,640,000.00	\$ 26,931,588.45	\$ -	\$ (3,291,588.45)		114%	
Trust Fund	8	\$ 253,750.00	\$ 253,750.00	\$ -	\$ -	\$ 253,750.00		0%	
Dental Insurance Fund	20	\$ 915,000.00	\$ 915,000.00	\$ 616,835.17	\$ -	\$ 298,164.83		67%	
Student Activity	79	\$ 306,948.00	\$ 276,264.96	\$ 139,937.40	\$ 2,462.03	\$ 133,865.53		52%	
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$ 171,310,984.87</b>	<b>\$ 185,472,881.57</b>	<b>\$ 126,650,254.15</b>	<b>\$ 5,335,815.57</b>	<b>\$ -</b>	<b>\$ 44,599,687.85</b>	<b>71%</b>	

Fin 160 ESSER III	Expenses
Program 030 Asst Supt	\$ 41,401.00
Program 110 Admin	\$ -
Program 108 Tech	\$ 1,759,504.51
Program 203 Elem	\$ 980,133.47
Program 211 Secondary	\$ 798,552.82
Program 640 Staff Dev	\$ -
Program 805 Operations	\$ -
Program 760 Transportation	\$ 215,293.76
Program 740 Pupil Engage	\$ 5,897.64
	<b>\$ 3,800,783.20</b>

Ex Curricular	Fund 01
Program 298 Revenue	\$ 391,356.67
Program 298 Expense	\$ 367,645.03

**Fundraisers Reported  
February 2024**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Denfeld HS	Denfeld Spanish	\$100.00	33% of sales using our code as long as we sell over \$150
Denfeld HS	Denfeld Spanish	\$150.00	20% of net sales from Cold Stone Creamery

# DESIGN TREE

engineering + land surveying

March 9, 2024

Duluth Public School District  
713 Portia Johnson Drive  
Duluth, MN 55811

Regarding: Homecroft Elementary Parking Lot Reconstruction

Dear Duluth Public School District,

On March 5, 2024, 8 bids were opened for the above referenced project. Kiminski Paving, Inc. based out of Cloquet, Minnesota submitted the low bid for the project. Below is a list of all bids received for the project. All bidders also submitted the required bid bond and responsible contractor forms, which were required.

Company	Bid Amount
Kiminski Paving, Inc.	\$411,187.00
Northland Constructors of Duluth	\$418,400.00
Sinnott Contracting, LLC	\$457,339.00
Rachel Contracting, LLC	\$479,250.00
Veit & Company, Inc.	\$484,460.00
Ulland Brothers, Inc.	\$565,100.00
JMF Construction, Inc.	\$567,628.00
KTM Paving, Inc.	\$596,600.00

Design Tree has reviewed and evaluated the bids that were submitted for completeness, math errors, the necessary documentation and spoken to the low bidder. Based on the price bid for the project, our evaluation of the bids and the Contractor's experience in working on these types of projects, it is Design Tree's professional opinion that Kiminski Paving, Inc. is the lowest responsible bidder for the project and our recommendation for the School District to accept the bid and award the contract for the Homecroft Elementary Parking Lot Reconstruction project to Kiminski Paving, Inc.

The next step in the process, if the School District concurs with our recommendation, is to issue the Notice of Award. Design Tree will then send the Contracts to Kiminski Paving, Inc., which will need to be submitted back to Design Tree along with the Payment Bond, Performance Bond and Certificate of Insurance for the project.

After reviewing the above information, if you should have any questions regarding the responses above, please feel free to contact me at (320) 227-0203 or at [mjg@dte-ls.com](mailto:mjg@dte-ls.com).

Sincerely,

DESIGN TREE ENGINEERING, INC.



Michael Gerber, P.E.

Civil Engineer

Enc: Bid Tabulation



March 6, 2024

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
4316 Rice Lake Rd, Suite 108  
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Destyni Amani Forever Clingerman</b>	<b>Duluth Public Schools</b>	<b>1/18/2024</b>

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

Nathan Glöckle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 2/8/2024

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

Jossalin Anderson

2/8/2024

February 26, 2024

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
4316 Rice Lake Road  
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Tamodjae Yarbrough</b>	<b>Duluth Public Schools</b>	<b>2/26/2024</b>

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

Christine 'Lisa' Post  
Bridge Program

Kathleen Wilson  
Area Learning Center

March 4, 2024

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
4316 Rice Lake Road  
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Kolbie Wyland</b>	<b>Duluth Public Schools</b>	<b>3/4/2024</b>

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

Christine 'Lisa' Post  
Bridge Program

Kathleen Wilson  
Area Learning Center

## DISTRICT 709 FIELD TRIP REQUESTS

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

**DIRECTIONS:** All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

**DEFINITIONS:**

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

**INSTRUCTIONAL TRIP ACTION**

Principal:  Approved  
 Not Approved

Name: [Signature]  
 Date: 2/15/24

**SUPPLEMENTAL TRIP ACTION**

Principal:  Approved  
 Not Approved

Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

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

**EXTENDED TRIP ACTION**

Principal:  Recommended  
 Not Recommended

Name: [Signature]  
 Date: \_\_\_\_\_

Assistant Superintendent:  Recommended  
 Not Recommended

Name: Anthony Braf  
 Date: \_\_\_\_\_

School Board:  Approved  
 Not Approved

Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

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



# FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip:       Instructional       Supplementary       Extended

1. Organization/Grade/Course Planning Trip: Laura Mac 5th Gr.
2. Contact Person (Responsible for Checklist Completion): Adam Metzger
3. Field Trip Date(s): 4/24 - 4/26 Destination: Wolf Ridge ELC
4. Field Trip Overview (Include events, establishments and locations): See attached

5. Field Trip Departure from School (Date and Time): 4/24/24 8:30 AM  
 Field Trip Return to School (Date and Time): 4/26/24 1:30 PM

6. Objectives of Field Trip: Team building, environmental learning, experiential experience
7. Relationship to Curriculum or Student Learning: Science, history, SEL

8. Planned Follow-up Field Trip Activities: Journal review & reflection

9. Field Trip Budget Request

Estimated Expenses		
Total Admission/Fees		\$
Total Meals	<div style="font-size: 2em; font-weight: bold;">&gt;</div> <div style="font-size: 1.5em; font-weight: bold;">\$180 per person</div>	\$
Total Lodging		\$
Total Transportation		\$
<input checked="" type="checkbox"/> School District Vehicle(s)		
<input type="checkbox"/> Commercial Transportation Carrier ~ Name: _____		
<input type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name: _____		
Total Additional Stipends:		\$
Other:		\$
<b>Total</b>		<b>\$</b>

Revenues		
District Budget	Code:	\$
Booster Group		\$
Donations		\$
Student Fees		\$
Total Additional Stipends:		\$
<b>Total</b>		<b>\$</b>

11. Reviewed/Completed Request Checklist:       Yes       No

**RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL**

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## FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

- Develop and Communicate Student Discipline Expectations
- Forward Field Trip Explanation and Fee Structure Letter Sent to Parents/Guardians
- Collect Parent/Guardian Permission for Student Participation in Field Trip (Include request for special information - i.e. allergies, medications, special needs.)
- Gain Access to Cell Phone for Field Trip
- Plan Arrangements for Early Pick-Up or Late Drop-Off Students (if necessary).
- Guide:** May choose to leave message on school voice mail to help with late drop off.
- Plan Meal Arrangements (if necessary)  
**Reminder:** Notify food service of non-participation.
- Plan Administration of Student Medication and First Aid Needs (if necessary)  
**Guide:** Contact School Nurse.
- Develop and Communicate Action Plan if Student Gets Lost on Trip
- Arrange Adult Chaperones for Field Trip (if necessary)  
**Guide:** One (1) adult for every twenty (20) students depending on field trip. Parent volunteers are encouraged when possible or appropriate.
- Develop and Communicate Teacher and Adult Chaperone Expectations  
**Example:** Supervision duties, no smoking, no alcohol
- Planned Itinerary see attached

**TIME**

**LOCATION**


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

Signature of Contact Person: Ada M

## 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: Ada M

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# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

Dear 5th Grade Families,

We are excited to announce that the 5th grade class will be going to Wolf Ridge Environmental Learning Center this school year.

Included in this letter, to be RETURNED -

- Wolf Ridge Student/Guardian Agreement by December 22nd, 2023
- Permission Form by February 1st, 2024

Wolf Ridge website <https://wolf-ridge.org/>

This trip is an amazing opportunity for our students to learn new skills, practice science inquiry, work as a community, have experiences outdoors, and have fun with their peers. Wolf Ridge is often a trip children remember their whole lives!

### Important Points -

- **When:** Wednesday - Friday **April 24th - 26th, 2024**
- **Where:** Near Finlayson, MN (about 70 miles northeast of Duluth)
- **What:** A three day, two night learning experience focused on outdoor education, science, inquiry, and team building.
- **Cost:** ~~\$220.00~~ ⇒ **100.00 per person to be paid by families**  
**We were awarded a generous scholarship/grant from Wolf Ridge!!!**
- **Fundraising:** We are doing a few beef stick orders from Old World Meets during the first semester. We will have Kwik Trip Car Wash cards for sale for the second semester. Fundraising is on an individual basis; If you chose to fundraise, the money first goes directly to your student or you if you are chaperoning.
- **Due Dates:** We are asking families to **pay \$50.00 by 02/1/24 and the final \$50.00 by 03/1/24. You may pay all \$100.00 at one time if you prefer.** We will communicate how much your student owes based on any previous deposits of money or fundraised amounts.

Please take time to review the following **pro-tips** with your student before our trip:

- Medications-** Teachers will be responsible for supervising any medication needed. Please have medication labeled and direction clearly written to make this process safe and efficient.
- Meals-** Food at Wolf Ridge is high quality, varied, and plentiful. Please encourage your student to have a positive attitude towards eating something that may be different than what they are used to.
- Physical Exertion** - Our learning takes place outdoors and requires lots of walking and climbing. The weather may be hot or cold. It may be raining, sleeting, or snowing. There may be bugs. This is all part of the experience and a positive attitude as well as proper preparedness makes everyone's experience better.
- Sleep** - Please work to ensure that your student is prepared to sleep away from home for two nights. They should be able to fall asleep independently.
- Representing our School** - This trip is a big deal for Laura MacArthur. Many people have worked very hard to make this trip a success and we want to impress everyone who interacts with us. This is a time for everyone to be their best.
- Participation** - There is no nurses office, places to take breaks, or extra adults to walk students to class like we have at school. Students must stay with their dorm/learning group at all times in order for everyone to participate and be safe.

**Over the next couple months, we expect and require that each student act responsibly, respectfully, and safely inside and outside of school in order to earn the privilege to attend the trip.**

**Rules for Wolf Ridge:**

**\*\*\*Please review prior to your trip.**

1. Students must be with an adult at all times. You will always stay with your dorm group adult or your learning group adult(s). Your dorm group is your team.
2. No one is allowed to go back to the dorm without an adult.
3. Shoes or boots are not allowed in the dorm rooms. Leave them lined up neatly outside your door in the hallway.
4. Keep the rooms clean and neat at all times so you are ready for inspection for the conservation challenge award.
5. We are walking at all times within the buildings and if instructed by any adult.
6. Be on your best behavior at all times. We are representing Laura MacArthur Elementary School, our community, ourselves, and our families!
7. Remember- All electronic devices, food, and gum are to stay home. Wolf Ridge does not allow these items.

## FAQ

### What will my student need to bring with?

Please see the packing list!

Practical clothing for being outside in the late spring (jacket and good walking shoes, plus mud/snow boots), toiletries, and bedding (sleeping bag/blankets & pillow), a water bottle, and any medications that your child uses.

Also students should bring a book to read and/or a journal to write in during quiet time before bed.

### What if my child is not able to go to Wolf Ridge?

Students who are not able to attend the Wolf Ridge trip will come to school as normal and have regular work to complete as well as helping opportunities in other areas of the building.

### Can my student bring a cellphone?

**Wolf Ridge does not allow TECHNOLOGY such as ipods/mp3 players, ipads/notebooks, Kindles, and cell phones** as they tend to be distracting/problematic and take away from the outdoor experience.

### Can my child bring food with them?

No need! Meals and snacks will be provided. They are well fed (all 3 meals), snacks are provided twice per day, plus extra food in dwelling areas attracts mice as doors are often open with people going in and out. **Please do not allow your child to bring any candy, snack, or any food with them.**

### How does the overnight experience of the trip work?

There will be dorm rooms for students and adults with 6-8 people per room (4 bunk beds). Boys and girls will have separate assigned rooms with an adult in each room as well (as long as we have enough chaperones). There are sinks and a private bathroom/shower in each room with cubie areas for things. Quiet hours are 9:30pm to 6:30 am.

## Wolf Ridge Packing List

- Clothes (Long pants, shorts, short sleeve shirts, sweatshirt, light jacket, socks (long) and underwear)
- Shoes (good for walking/hiking and a pair boots for slush/snow/mud)
- Pajamas
- Bedding (sleeping bag + pillow or blanket, sheet, and pillow)
- Book/Journal & Pen/Pencil
- Hat
- Water Bottle
- Toiletries (toothbrush, toothpaste, soap, deodorant)  
NO body spray
- Towel
- Sunscreen & Bug Repellent

### **PLEASE DO NOT BRING THE FOLLOWING ITEMS**

Toys	Candy	Stuffed Animals	<b>Electronics</b>
Flashlights	Body Spray	Gum	<b>Snacks</b>
Slime/fidgets			

## Wolf Ridge - Student & Guardian Agreement

\*\*\*Please read through together & return signed to school before winter break -  
DUE BACK by December 22nd, 2023

We all agree to the following....

Students	Guardians (Families)	Teachers
<ul style="list-style-type: none"> <li>● I will SOAR in school and in the community</li> <li>● I will have fewer than 3 major Referrals 2nd semester</li> <li>● I will attend school to be prepared for the trip (80% 2nd Semester, excluded excused absences)</li> <li>● I will represent my school with pride &amp; outstanding behavior at Wolf Ridge</li> </ul>	<ul style="list-style-type: none"> <li>● We will be reachable and responsive before and during the trip</li> <li>● We will make sure that forms are completed and turned on time</li> <li>● We will help our student fundraise/pay for this experience</li> <li>● <i>If required: I will attend Wolf Ridge with my student to support positive participation.</i></li> </ul>	<ul style="list-style-type: none"> <li>● Plan, supervise, and organize a successful experience.</li> <li>● Communicate important field trip information to families at conferences, in newsletters, and electronically</li> <li>● Notify families of behavior incidents that may affect trip participation.</li> <li>● Prepare students for the trip by pre teaching</li> </ul>

**Behavior Expectation at School** - This overnight field trip opportunity is a privilege, not a right, even if you have paid. In order for everyone to be safe and participate fully in this experience, students must demonstrate that they can SOAR at school. We hold students to the following standards for behavior during second semester:

Invited to Attend Wolf Ridge Independently	Invited to Attend Wolf Ridge ONLY with a Parent or Guardian Chaperone
<ul style="list-style-type: none"> <li>● 3 or fewer Office Discipline Referrals 2nd Semester</li> <li>● No In School or Out of School Suspension 2nd Semester</li> </ul>	<ul style="list-style-type: none"> <li>● More than 3 Office Discipline Referrals 2nd Semester</li> <li>● Any In or Out of School Suspension 2nd Semester</li> </ul>

- Teachers or Administrators will contact parents whenever a discipline event occurs in school that will affect Wolf Ridge.
- Notice will be given in writing if your child will require a chaperone.
- All chaperones are required to pay the full cost of attending Wolf Ridge.

## Behavior Expectations at Wolf Ridge

<b>Minor Behaviors</b>	<ul style="list-style-type: none"> <li>● Students will be reminded by staff/chaperones to meet our SOARing expectations</li> <li>● If a second minor incident occurs, students will problem solve with a teacher and parent contact will be made.</li> </ul>
<b>Major Behaviors</b>	<ul style="list-style-type: none"> <li>● Any major behavior incident occurring on this trip will result in a student being asked to leave Wolf Ridge. This will require an adult to come and pick up this student, or a staff member to drive them back to school at parent expense.</li> </ul>

## School Levels of Referral Write-Ups:

Staff/Teacher Managed	Administration/Office Managed		
<p><b>Level 1 - Incidental</b>  <i>Doesn't significantly violate the rights of others.                      Doesn't put others at risk.                      Not chronic.</i></p> <ul style="list-style-type: none"> <li>-out of seat</li> <li>-noise making</li> <li>-horseplay</li> <li>-minor arguments</li> <li>-loud noise</li> <li>-refusal to follow directions (non chronic)</li> <li>-unprepared for class</li> <li>-missing homework</li> <li>-running in hallway</li> <li>-Dress Code</li> <li>-consensual display of affection</li> </ul>	<p><b>Level 2 - Minor</b>  <i>Doesn't significantly violate the rights of others. Doesn't put others at risk.</i></p> <ul style="list-style-type: none"> <li>-disruption</li> <li>-disrespect</li> <li>-defiance</li> <li>-inappropriate language</li> <li>-cell phone violation</li> <li>-leaving assigned area</li> <li>-misuse of technology</li> <li>-avoiding staff</li> <li>-refusal to participate in class</li> <li>-refusal to follow directions</li> <li>-property misuse</li> <li>-interruptions</li> <li>-academic dishonesty</li> </ul>	<p><b>Level 3 - Major</b>  <i>Violates the rights of others. Puts self or others at risk, or chronic</i></p> <ul style="list-style-type: none"> <li>-verbal aggression/abusive language</li> <li>-physical aggression</li> <li>-harassment</li> <li>-bullying/cyber bullying</li> <li>-minor property damage/vandalism</li> <li>-leaving building without permission</li> <li>-repeated or prolonged defiance or disrespect</li> <li>-gang display</li> <li>-forgery/plagiarism</li> <li>-attendance issues</li> <li>-technology violation</li> <li>-hazing</li> <li>-gambling</li> <li>-photographic or recording misuse</li> <li>-Intimidation</li> <li>-tobacco</li> <li>-theft</li> <li>-record and identification falsification</li> <li>-threats/intimidation</li> <li>-extortion</li> </ul>	<p><b>Level 4 - Unlawful</b>  <i>Unlawfully violates the rights of others. Puts self or others at risk, or are chronic.</i></p> <ul style="list-style-type: none"> <li>-robbery</li> <li>-significant property damage/vandalism</li> <li>-assault</li> <li>-sexual assault</li> <li>-illegal or prescription drug, alcohol possession</li> <li>-weapon possession</li> <li>-arson</li> <li>-bomb threats</li> <li>-homicide</li> <li>-gang activity</li> <li>-pyrotechnics</li> <li>-fighting</li> <li>-terroristic threats</li> <li>-trespassing</li> </ul>

*We are not expecting any early trips home for students if expectations are being followed and students are striving to do their personal best!*

Please contact us with any questions or concerns!

5th Grade Team

Kalina Pavlisich ext. 2230

[kalina.pavlisich@isd709.org](mailto:kalina.pavlisich@isd709.org)

Adam Metzger ext. 1291

[adam.metzger@isd709.org](mailto:adam.metzger@isd709.org)

\*\*\*\*\*

# Wolf Ridge Student/Guardian Agreement Signature Sheet

By signing below, I understand the following and am willing to comply with the set expectations:

- I have reviewed the Wolf Ridge Student and Guardian Agreement regarding everyone's expectations. I understand that this is a requirement for students.
- I understand that if it is required, students may be asked to leave Wolf Ridge due to not complying with the behavior expectations. If my child is required to come home, **I will drive to Wolf Ridge to pick him/her up.** If I cannot drive there, I know that I will be charged approx \$0.75/per mile to offset staff costs of driving him/her home and will pay this cost within 5 school days of the incident.

---

Student Name (Printed)

---

Student Signature

---

Guardian Signature

---

Date



Please return by 2/1/2024

## Permission Form

I give my student permission to attend the 5<sup>th</sup> Grade Wolf Ridge field trip Wednesday April 24th - Friday April 26th 2024. I understand this is a three-day/two-night trip.

- Yes, I give permission
- No, I do not give permission/ my student is not attending this trip

Student Name: \_\_\_\_\_

Guardian Signatarure \_\_\_\_\_

### Payment (check one please)

\*Checks can be made payable to Laura MacArthur PTO

- I am enclosing the first half or second half of payment, \$50.00
- I am enclosing the full amount of \$100.00
- Other amount (please write in/explain) \_\_\_\_\_
- I plan on paying at one of the later dates (1st half by 2/1, 2nd half by 3/1)
- We are fundraising the money by selling beef sticks/carwash cards
- I am not paying because my student will not be attending

**Chaperones** - If you are interested in being a chaperone for this trip please indicate below and we will contact you with additional information. Adults will be covered the same as students financially and asked to pay \$100.00. Chaperones must be over 18 years of age - preferably the guardian of one of the students in attendance for the trip.

- I would like to be considered for chaperoning the Wolf Ridge trip.

Name (print) \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_





# Wolf Ridge May 31- June 2 Detail Schedule

Time	Learning Group A	Learning Group B	Learning Group C
<b>Wednesday May 31st</b>			
<b>7:35</b>	Arrive at LM, gather in Large Muscle Room. (near front entrance) Students should get breakfast & eat in cafeteria. Label student luggage. All student (labeled!) meds to Pav/Rudolph.		
<b>8:15</b>	Begin loading the bus, everyone should have a bathroom break before we head out. Students load bags onto the trailer.		
<b>8:30</b>	Depart Laura MacArthur		
<b>10:30</b>	Arrive at WR, give room assignments and get unpacked.		
<b>10:45 - 11:30</b>	Meet with WR staff for welcome. <i>If there is extra time here we plan to take a quick nature walk or continue getting unpacked. Meet in main lobby by 12</i>		
<b>12:15</b>	<b>Lunch - Fireplace Dining Hall</b>		
<b>1:30 - 4:30</b>	<b>Ojibwe Heritage ED5</b>	<b>Small Mammals ED4</b>	<b>Superior View Hike ED7</b>
<b>5:15</b>	<b>Dinner - Fireplace Dining Hall</b>		
<b>6:30 - 9:00</b>	<b>Skyview Ropes ED Lobby 6:30 - 9</b>	<b>Ridgetop Ropes ED 3 6:30 - 9</b>	<b>Evening Presentation SC1 6:30 - 7:15 Planetarium Sc1 7:15 - 8:15</b>
<b>9 - 9:30</b>	Get ready for bed - quiet journal/reading time in dorm room		
<b>9:30</b>	Bedtime- Lights Out		
<b>Thursday June 1st</b>			
<b>7:00</b>	Wake Up and Getting Ready		
<b>7:30</b>	<b>Breakfast - Fireplace Dining Hall</b>		
<b>8:30 - 11:30</b>	<b>Small Mammals ED4</b>	<b>Ojibwe Heritage ED5</b>	<b>Wetlands SC3</b>
<b>12:15</b>	<b>Lunch - Fireplace Dining Hall</b>		
<b>1:30 - 4:30</b>	<b>Wetlands SC3</b>	<b>Superior View Hike ED4</b>	<b>Small Mammals ED5</b>
<b>5:30</b>	<b>Dinner - Fireplace Dining Hall</b>		
<b>6:30 - 9:15</b>	<b>Evening Program 6:30-7:15 Planetarium 7:15 - 8:15 Campfire</b>	<b>Evening Program 6:30-7:15 Night Hike/Campfire set-up 7:15-8 Campfire</b>	<b>Skyview Ropes ED Lobby  Campfire</b>
<b>9:15 - 9:30</b>	Get ready for bed - quiet journal/reading time in dorm room. Start consolidating things into bags.		
<b>9:30</b>	Bedtime, Lights Out		

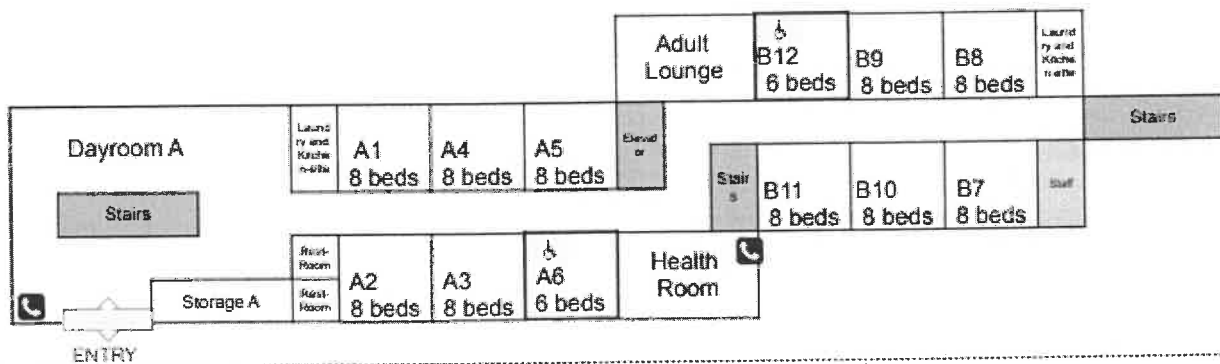
	<b>Final Day! Need to be packed up and out of rooms before our last class.</b>		
<b>Friday June 2nd</b>			
<b>7:00</b>	Everybody up and getting ready - bags packed and in lobby!		
<b>7:30 - 8:30</b>	<b>Breakfast - Fireplace Dining Hall</b> <b>Bags packed and in lobby! Moved out of rooms!</b>		
<b>8:30 - 11:30</b>	<b>Superior View Hike ED11</b>	<b>Wetlands SC3</b>	<b>Ojibwe Heritage ED5</b>
<b>11:30 - 12:00</b>	Double check that rooms are clean and nothing if left, Begin loading the bus at 12:00. Pick up our to-go lunch, <b>BATHROOM BREAK!</b>		
<b>12:15</b>	Everyone on the bus, headcount, start passing out lunch when we are on the highway.		
<b>1:30</b>	Arrive back at LM. Load back into the Large Muscle Room		
<b>1:30 - 2:15</b>	Check out students whose parents come to pick them up. Every student needs to sign out with teacher. Return meds.		

Learning Group A Nikki, Jim, & Tommie		Learning Group B Gwen, Josh, & Amber		Learning Group C Colleen, Sam	
A1	B10	A4	B11	A3	B9
Keily	Aaron	Maddi	Cooper	Isabella	Aiden
Lexie	Perrin	Katrina	Atticus	Halle	Kortez
Lexi	Josh	Journie	Gauge	Jaylynn	Caiden
Zameria	Channing	Cassidy	Zeke	Maria	Jer H.
Zoey	Chase	Savanna	Byron	Jazmine	Julian
Fiona		Josey		Audri	
Z		Amarhea		Talia	
B12		A2		A5	
Kristian	Ian	Ava	Trinity	Norah	Kaycen
Jerimiah B	Beau	Mina	Ana	Brooklyn	Piper
		Athena	Angel		
		Allie			
		32			230

## Dorm Assignments

A1	A2	A3	A4	A5	B10	B11	B9	B12
Nikki	Amber	Colleen	Gwen		Jim	Josh	Sam	Tommie
Keily	Mina	Isabella	Maddi	Norah	Aaron	Cooper	Aiden	Kristian
Lexie	Athena	Halle	Katrina	Kaycen	Perrin	Byron	Kortez	Jerimiah B
Lexi	Allie	Jaylynn	Journie	Piper	Josh	Atticus	Caiden	Ian
Zameria	Ava	Maria	Cassidy	Brooklyn	Channing	Gauge	Jer H.	Beau
Zoey	Trinity	Jazmine	Savanna		Chase	Zeke	Julian	
Fiona	Ana	Audri	Josey					
Z	Angel	Talia	Amarhea					

Summit Lodge (we don't have rooms B8, or B7) Teacher's room will be A6



### Kitchen Patrol (KP)

Wed. Lunch	Wed. Dinner	Thur. Bfast	Thur. Lunch	Thur. Dinner	Fri. Bfast
11:45am	4:45pm	7:00am	11:45am	4:45pm	7:00am
Sam	Gwen	Nikki	Tommie	Amber	Colleen
Aiden	Maddi	Beau	Kristian	Mina	Norah
Kortez	Savanna	Keily	Jerimiah B	Athena	Kaycen
Caiden	Joesy	Lexie	Ian	Allie	Piper
Jer H.	Katrina	Lexi	Aaron	Ava	Brooklyn
Julian	Amarhea	Fiona	Cooper	Trinity	Maria
		Zameria		Ana	

- Feel free to change up KP students/adults; as long as we have about 5 for each meal.



Dear Wolf Ridge Chaperone,

Thank you again for volunteering to go with us on our Field Trip! We couldn't have made this trip possible without your time and support. As you are well aware, our trip is fast approaching. We leave from Laura MacArthur **Wednesday April 24th at 8:30am, and return to Laura MacArthur on Friday, April 26th by 1:45pm.**



We would like to request that chaperones meet us early at the school Wednesday morning by **8 am** to help with organizing students and their bags. Students should bring their bags immediately to the **large muscle room - a corner room near the main office inside the school.** The bus for Wolf Ridge will arrive about 8:00am. We will begin loading up the buses immediately, and the bus will leave promptly after, hopefully around 8:30am. After students have dropped off their bags in the morning, they are to report to the cafeteria for breakfast as normal until 7:45. We will get students to where they need to be until we leave at 8:30. We request that chaperones stay in the large muscle room and front entrance hallway to help students organize bags and to look for late arrivals until we leave. When the buses come, we also request that you help load bags onto the enclosed trailer attached to the bus.

**Chaperones can drive separately** on their own if they wish, or carpool with another chaperone. You may choose to bring your child's bag and your bags in your car. **Your student may ride with you if you wish, but only your student.** Reminder - Students are not allowed to bring their own phone or snacks, but chaperones can have their phones. Please use them for pictures and limit your time on them to set a good example for our students.

Chaperones will be provided with a binder that will include important information you will need while we are at Wolf Ridge. This will include information such as your schedule, learning group, dorm assignments, Kitchen and Recycling patrol assignments, and meal times. Students will have a Wolf Ridge journal of their own and they will be expected to fill out journaling prompts about this fun field trip experience. They will keep these in their dorm rooms, and will be bringing extra pencils/pens along with them. Chaperones are asked to encourage students to write in these after their classes/in the evenings before lights out.

Again, thank you all SO MUCH for your time and support!!! We literally could not do this field trip without you! If you have any questions or concerns, please contact us!.

Adam Metzger [adam.metzger@isd709.org](mailto:adam.metzger@isd709.org) ext. 1291  
Kalina Pavlisich [kalina.pavlisich@isd709.org](mailto:kalina.pavlisich@isd709.org) ext. 2230

## Chaperone Tasks & Responsibilities

### **Wednesday Morning - Departure Day**

- 8am: Help organize bags in the Large Muscle Room on departure morning and help load buses
- Ensure you have your chaperone binder with you containing the important information.

### **Dorm Responsibilities**

- Help ensure students in your group stay on schedule, and arrive at meals and classes on time. Keep track of students in your dorm - no student is allowed to go anywhere without an adult.
- Set alarms for wake up time in the morning to give students time to dress and go to breakfast (all students and chaperones are required to be at all three meals).
- Help ensure that students are filling out their journals after classes/ evening time before lights out.
- Maintain organization and cleanliness in the rooms. All shoes/boots are left OUTSIDE of rooms. Help check before we leave that everything is out of the room, lights turned off, ect.
- Set up schedules and times in your rooms for when students want to shower (night or morning). You will have your own bathroom/shower in each dorm room.
- Have a settling down period of time during the evening at about 9:00pm. Please enforce quiet setting down time, and require lights out by around 9:30pm.
- Help ease students who may be nervous about sleeping in a new place. Teachers will be there as well, so feel free to come to us if needed.

### **Anytime Responsibilities**

- Remind and uphold SOARing (Safe, On task, Act with kindness, Respectful) behavior expectations with your group, and be consistent.
- Report comments, questions, and concerns to teachers as needed.
- Rotate sitting with students at mealtimes, there should always be an adult at each student table.
- Teachers will administer medications to students that may need it. Please don't administer any sort of medication without teacher permission unless it is to your own child.
- You may have to carry inhalers or other medicine for students in your group, which we will get to you if needed.
- Feel free to have a small backpack to carry around for your convenience. Students will not carry a backpack with them.

### **Friday Afternoon Responsibilities- Return Day**

- Check all rooms thoroughly for any items left behind. Help students organize, pack up, and clean. **All rooms must be cleaned out, and bags will sit in the Common Area/Lobby BEFORE we go to our final class Friday morning.**
- Help load up buses, and head back to Laura MacArthur.
- Once back to Laura MacArthur, help unload bags into the main hallway. Students will go home their normal way on Friday.

Tuition Per Person	\$180	
Number of Attendees	60.00	
Deposit Amount	\$100	
Expenses		
WR Tuition	\$10,800	
Transporation	\$1,000	
Total Expenses	\$11,800	
Funding		
Student Deposits	\$6,000	
Grants	\$14,000	We received a large grant from Wolf Ridge this year.
Donations	\$0	
Total Funding	\$20,000	
Total Funding	\$20,000	
Total Expenses	\$11,800	
		Excess funds will be used to cover adult chaperone support.
	\$8,200	



# FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip:     Instructional     Supplementary     Extended

1. Organization/Grade/Course Planning Trip: Denfeld DCD Setting 3 Program Grades 9-12
2. Contact Person (Responsible for Checklist Completion): Haley Pykkonen
3. Field Trip Date(s): May 1<sup>st</sup> - May 3<sup>rd</sup>, 2024 Destination: Camp Confidence
4. Field Trip Overview (Include events, establishments and locations): Leaving Denfeld May 1<sup>st</sup>, going to Camp Confidence in East Gull Lake, MN. Arriving back at Denfeld on May 3<sup>rd</sup>.
5. Field Trip Departure from School (Date and Time): May 1<sup>st</sup>, 9:15 am approx.  
Field Trip Return to School (Date and Time): May 3<sup>rd</sup>, 12:30 am approx.
6. Objectives of Field Trip: Provide the students with outdoor educational opportunities. Allow students to socialize in an educational setting.
7. Relationship to Curriculum or Student Learning: We will have the opportunity to practice IEP goals while participating in various programs and activities.
8. Planned Follow-up Field Trip Activities: N/A

9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	\$ 0
Total Meals	\$ <del>236.11</del> 1,025.70
Total Lodging	\$ 2,064
Total Transportation	\$ 3,310.30
<input type="checkbox"/> School District Vehicle(s) <input type="checkbox"/> Commercial Transportation Carrier ~ Name: _____ <input type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name: _____	
Total Additional Stipends:	\$ 0
Other:	\$ 0
<b>Total</b>	<b>\$ 6,400</b>

Revenues	
District Budget	Code: <u>01 E 005 211 161 346 013</u>
Booster Group	\$ 0
Donations	\$ 0
Student Fees	\$ 0
Total Additional Stipends:	\$ 0
<b>Total</b>	<b>\$</b>

11. Reviewed/Completed Request Checklist:     Yes     No

**RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL**



## FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

- Develop and Communicate Student Discipline Expectations
- Forward Field Trip Explanation and Fee Structure Letter Sent to Parents/Guardians
- Collect Parent/Guardian Permission for Student Participation in Field Trip (Include request for special information - i.e. allergies, medications, special needs.)
- Gain Access to Cell Phone for Field Trip
- Plan Arrangements for Early Pick-Up or Late Drop-Off Students (if necessary):  
**Guide:** May choose to leave message on school voice mail to help with late drop off.
- Plan Meal Arrangements (if necessary)  
**Reminder:** Notify food service of non-participation.
- Plan Administration of Student Medication and First Aid Needs (if necessary)  
**Guide:** Contact School Nurse.
- Develop and Communicate Action Plan if Student Gets Lost on Trip
- Arrange Adult Chaperones for Field Trip (if necessary)  
**Guide:** One (1) adult for every twenty (20) students depending on field trip. Parent volunteers are encouraged when possible or appropriate.
- Develop and Communicate Teacher and Adult Chaperone Expectations  
**Example:** Supervision duties, no smoking, no alcohol
- Planned Itinerary **(Attached)**

**TIME**

**LOCATION**


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

Signature of Contact Person: *Haley Pykhonen*

## 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 **(Working on this with our school nurses.)**
- Additional Information  
**Note:** Provide any additional information.

Signature of Contact Person: *Haley Pykhonen*



## 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: Jan Jahn  
 Not Recommended Date: 2-28-24

Assistant Superintendent:  Recommended Name: Anthony Burk  
 Not Recommended Date: 3/1/24

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.**



# Movement Details

# Voyageur Bus Company, Inc.

Client ID Client Company Client Ref 1 Client Ref 2	ISD709CHSB Simone Zunich Independent School District 709  (1) TRAILER	Charter ID Movement ID Status Passengers Distance	153018 193893 Firm 50 262.1
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First Pick-up Pick-up Date Single Journey Vehicle To Stay	Denfeld High School Wed 5/1/2024 Time 09:15 Yes No	Destination Arrival Date Leave Date Back Date	Camp Confidence Wed 5/1/2024 Time 11:55 Wed 5/1/2024 Time 12:00 N/A Time
--	---	--	---

First Pick-up Instructions	Destination Instructions
----------------------------	--------------------------

4405 W. 4th St.  
Duluth, Mn. 55807  
FRONT LOOP

1 TRAILER  
1 LIFT BUS

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
77	School Bus with Lift	1	\$704.00	0	\$0.00	\$704.00
77	School Bus	2	\$704.00	0	\$0.00	\$704.00

Quantity	Description	Unit Price	Price	Tax %	Tax	Total
2	Fuel Surcharge	\$65.00	\$130.00	0	\$0.00	\$130.00
1	Trailer	\$117.15	\$117.15	0	\$0.00	\$117.15
<b>Movement Totals</b>			<b>\$1,655.15</b>		<b>\$0.00</b>	<b>\$1,655.15</b>

Driver Description	Vehicle No	Driver Description	Vehicle No
School Bus Driver	1	School Bus Driver	2

# Movement Details

# Voyageur Bus Company, Inc.

Client ID Client Company Client Ref 1 Client Ref 2	ISD709CHSB Simone Zunich Independent School District 709 (1) TRAILER	Charter ID Movement ID Status Passengers Distance	153018 193895 Firm 50 262.1
--	---	---	---

First Pick-up Pick-up Date Single Journey Vehicle To Stay	Camp Confidence Fri 5/3/2024      Time 12:00 Yes No	Destination Arrival Date Leave Date Back Date	Denfeld High School Fri 5/3/2024      Time 14:15 Fri 5/3/2024      Time 14:30 N/A                      Time
--	--	--	--

First Pick-up Instructions	Destination Instructions
----------------------------	--------------------------

Mary Fawcett Memorial Drive, Brainerd Mn  
1 TRAILER  
1 LIFT BUS

401 N 44th Ave W  
Duluth, MN 55807

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
77	School Bus with Lift	1	\$704.00	0	\$0.00	\$704.00
77	School Bus	2	\$704.00	0	\$0.00	\$704.00

Quantity	Description	Unit Price	Price	Tax %	Tax	Total
2	Fuel Surcharge	\$65.00	\$130.00	0	\$0.00	\$130.00
1	Trailer	\$117.15	\$117.15	0	\$0.00	\$117.15
<b>Movement Totals</b>			<b>\$1,655.15</b>		<b>\$0.00</b>	<b>\$1,655.15</b>

Driver Description	Vehicle No	Driver Description	Vehicle No
School Bus Driver	1	School Bus Driver	2

Confidence Learning Center  
 1620 Mary Fawcett Memorial Dr  
 East Gull Lake, MN 56401  
 (218) 828-2344

# Deposit Invoice

Date	Invoice #
1/26/2024	6813

<b>Bill To</b>
Denfeld High School 401 N. 44th Ave. W. Duluth, MN 55807

<b>Program/House</b>
Logan Rauch 218-336-8830 ext 1266 logan.rauch@isd709 Haley Pykkonen 218-336-8830 ext 2081 haley.pykkonen@isd709

<b>Rep</b>	<b>Terms</b>	<b>Due Date</b>	<b>Status</b>
C	Net 30	2/25/2024	<b>St. Louis</b>

Description	Stay Total	Amount
2 NIGHT(S) IN Kiwanis, Rotary Up, Rotary Down, Eagles Nest 1 and Eagles Nest 2 CABIN(S) (29 CAMPERS 14 STAFF) \$24 PER PERSON/NIGHT (MINIMUM PER CABIN) Total of 43. April 1st - April 3rd, 2024	2,064.00	2,064.00
Projected balance after the deposit is paid. This amount will be due upon arrival.		-1,548.00

*Invoice dates are incorrect. Camp is sending me a new invoice. If you need a copy, please let me know. ☺*

**A \$250.00 CLEANING FEE WILL BE CHARGED IF CABIN IS NOT CLEANED UPON DEPARTURE.**

<b>Total</b>	\$516.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$516.00

**This is an invoice for your down payment. You may pay for your stay in full now or you will be billed for the balance of your stay when you arrive. Your final balance will be due within 15 days of your stay.**



Confidence Learning Center

1620 Mary Fawcett Memorial Dr  
 East Gull Lake, MN 56401  
 (218) 828-2344

# Reservation

Date	Reservation #
1/26/2024	3873

Name / Address
Denfeld High School 401 N. 44th Ave. W. Duluth, MN 55807

Program/House Name
Logan Rauch 218-336-8830 ext 1266 logan.rauch@isd709 Haley Pykkonen 218-336-8830 ext 2081 haley.pykkonen@isd709

County
<b>St. Louis</b>

Item	Description	Cost	Qty	Total
ORGANIZED GR...	2 NIGHT(S) IN Kiwanis, Rotary Up, Rotary Down, Eagles Nest 1 and Eagles Nest 2 CABIN(S) (29 CAMPERS 14 STAFF) \$24 PER PERSON/NIGHT. (\$100 PER NIGHT MINIMUM PER CABIN) Total of 43. April 1st - April 3rd, 2024	48.00	43	2,064.00
			<b>Total</b>	\$2,064.00



Please describe any goals or expectations for your camp visit:

I want ALL of the students to get involved. We have a lot of students who might be hesitant to do some of the activities for a multitude of reasons (embarrassed, too cool, might not think that they can do it, scared). I want all of the students in wheelchairs to be able to participate as well and experience a variety of activities that they would not typically experience at school. I want them to have just as many opportunities as the able bodied students. I expect that the counselors plan a range of activities.

Please describe the dynamics of the group you will be bringing to camp.

All of our students are under the DCD category. They range from mild/moderate to severe/profound. We have 4 students in wheelchairs and the rest of the students are able bodied. Our students in wheelchairs require 1:1 support for virtually all activities and aspects of daily life. We have 2 kids with down-syndrome and 1 student with FAS. All of the students have cognitive disabilities with low IQs. Most of the students get along, but some of them like to pick on each other. Most of the time, it's fun, but sometimes it can get mean. Our students struggle with processing different situations. They don't always understand how their actions or words affect others.

What are some of your campers' abilities?

The 4 students in wheelchairs require 1:1 support for virtually all activities and aspects of their day. Most of our students require constant monitoring for behavior and assistance with tasks. Most of the students are mostly independent with daily living skills. Most of the able bodied students are somewhat successful with physical activities (sports, outdoor activities that they are familiar with) and enjoy those games and activities.

We have a few students who are very good at art (drawing, painting etc.)

I have a lot of female students who like to do hair and make-up.

Some of the students like to sing and dance.

A few students like to camp and be outdoors.

A few students like to play basketball.

Are there any physical concerns for your campers?

We have 4 students in wheelchairs who are limited in mobility. 3 of them are wheelchair bound. 1 student can get out of her wheelchair but for a limited amount of time. These 4 students will need access to beds with rails for sleeping, wheelchair ramps, wheelchair accessible bathrooms, and adult sized changing table. Dining room tables will need to be wheelchair accessible.

2 of the able bodied students are slow walkers due to physical needs. 1 student requires a catheter change and will need a private, clean bathroom to do this task daily.

Briefly describe any behavioral or social concerns for your campers. Include negative or positive triggers or cues if applicable. For safety reasons, all aggressive behaviors must be listed:

KG - can be loud/ excessive yelling (she is nonverbal, so that is how she communicates some things)

MD - may hit or swing with her left hand if startled or if unfamiliar people are within her personal space

Students struggle with social interactions. They don't always understand how their words or actions hurt others. We have built a positive relationship with all of the students so they know that they are able to come to any of the adults with any issues they have.

Please list activities your campers may be interested in:

Bracelet/ necklace making

Nature art?

Boating/Canoeing/ Kayaking

Hiking

Ropes Course

Rock Climbing

Animal Encounters

Campfire cooking (s'mores, hot dogs, hobo meals, pudgie pies, etc.)

Campfire making

Basic wilderness survival (fire making, shelter building, navigation)

Archery

Fishing

Ax throwing

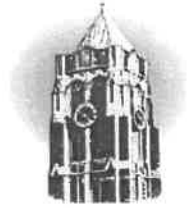
Sports

Slackline

Music / Instruments



**DENFELD HIGH SCHOOL**  
 401 N. 44<sup>th</sup> Ave. W.  
 Duluth, Minnesota 55807



Dear Parent/Guardian,

The Setting 3 DCD Program is excited to offer your student the opportunity to spend 2 days/2 nights at Camp Confidence, located in East Gull Lake, Minnesota. It is located very close to Brainerd, Minnesota. It is a 2 and a half hour bus ride and we will be taking 2 school buses; one regular bus and one ADA bus that will ensure the safety of students in wheelchairs for the entirety of the ride. This camp provides a multitude of different outdoor educational experiences such as fishing, a ropes course, canoeing, animal encounters, and campfire making. The cabins are all ADA compliant and we will be working on many different skills such as cooking, cleaning, relationship building and recreation/ leisure activities while staying at camp. We hope that you will allow your child to experience this amazing opportunity.

I hereby grant permission for \_\_\_\_\_, to attend Camp Confidence from May 1st through May 3rd, 2024.

Please ensure that \_\_\_\_\_ is aware of the importance of following safety guidelines and behaving responsibly during the entirety of the trip.

Print guardian name: \_\_\_\_\_

Sign guardian name: \_\_\_\_\_ Date: \_\_\_\_\_

If you have any concerns or questions, please feel free to contact us.

Sincerely,  
 Denfeld Setting 3 Teachers

Diana Wokson  
 Special Education Teacher DCD  
 diana.wokson@isd709.org  
 218-336-8830 ex. 2101

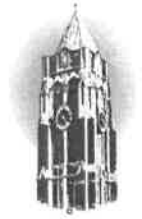
Haley Pykkonen  
 Special Education Teacher DCD  
 haley.pykkonen@isd709.org  
 218-336-8830 ex. 2081

Logan Rauch  
 Special Education Teacher DCD  
 logan.rauch@isd709.org  
 218-336-8830 ex. 1266





**DENFELD SENIOR HIGH SCHOOL**  
401 N. 44<sup>th</sup> Ave. W.  
Duluth, Minnesota 55807  
Main Office: 218/336-8830 · Main Office Fax: 218/336-8844  
· Athletics Fax: 218/336-8842



## **Itinerary for Camp Confidence**

**May 1st-3rd, 2024**

### **Wednesday May 1st, 2024:**

9:00 am: Pack the buses, leave Denfeld for Camp Confidence

11:30-12:00 am: Arrive at Camp Confidence

12:00: Unpack, Find cabins, Explore camp

### **Wednesday Afternoon-Thursday Night:**

Explore camp, Participate in different activities, make meals, socialize, HAVE FUN!!!

### **Friday Morning-**

8:00 am-10:00 am Pack up, clean cabins, load buses, drive back to Denfeld

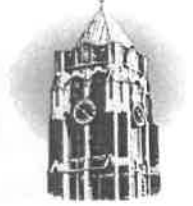
### **Friday Afternoon-**

12:30ish: Arrive back at Denfeld. The kids will eat Gold lunch, then spend the rest of the day together decompressing and getting ready to go home.





**DENFELD HIGH SCHOOL**  
401 N. 44<sup>th</sup> Ave. W.  
Duluth, Minnesota 55807



**Please provide the following contact information for your student for our Camp Confidence Trip.**

**Student Name:** \_\_\_\_\_

**Parent/Guardian Name(s):** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

**Contact #1:**

**Name:** \_\_\_\_\_

**Parent/Guardian Cell Phone:** \_\_\_\_\_

**Contact #2:**

**Name:** \_\_\_\_\_

**Parent/ Guardian Cell Phone:** \_\_\_\_\_

**Emergency Contact #1:**

**Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Emergency Contact #2:**

**Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

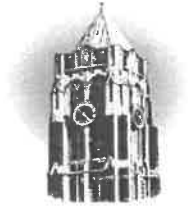


**DENFELD HIGH SCHOOL**  
401 N. 44<sup>th</sup> Ave. W.  
Duluth, Minnesota 55807





**DENFELD HIGH SCHOOL**  
401 N. 44<sup>th</sup> Ave. W.  
Duluth, Minnesota 55807



Dear Families,

The Setting 3 Program has the opportunity to go to Camp Confidence from Wednesday, May 1st through Friday May 3rd, 2024. Camp Confidence is a camp located in the Brainerd area that caters to students with varying levels of physical and cognitive disabilities. The whole camp is designed so that every student has the opportunity to participate in all of the activities. Diana Wokson, Logan Rauch and myself would like to invite you on **March ??, 2024 at 5 p.m.** to an informational night where you can learn more about the camp and ask questions. We hope that having this opportunity will ease any anxieties over whether or not your child should attend. We are hoping that every student can take part in this amazing opportunity. If there are any questions before this event, please reach out to your case manager. Thank you and we look forward to seeing you on **March ??, 2024 at 5 p.m.**

\* Note: Once we have approval, we will set a date for this meeting.

Sincerely,

The Setting 3 Teachers  
Haley Pykkonen, Diana Wokson, Logan Rauch

Haley Pykkonen  
haley.pykkonen@isd709.org  
Phone: 218-336-8830 ex. 2081

Diana Wokson  
diana.wokson@isd709.org  
Phone: 218-336-8830 ex. 2101

Logan Rauch  
logan.rauch@isd709.org  
Phone: 218-336-8830 ex. 1266



**Duluth Public Schools**

Every Student. Every Day.

Haley Pykkonen &lt;haley.pykkonen@isd709.org&gt;

---

## Congratulations, Hands on Learning Opportunity Approved

4 messages

**Shannon Brown** <shannon.brown@isd709.org>

Thu, Jan 11, 2024 at 10:14 AM

To: Haley Pykkonen &lt;haley.pykkonen@isd709.org&gt;

Congratulations, your hands-on learning opportunity was approved by the Assistant Superintendent office in the amount of \$3,000 for the Confidence Learning Center. Please send a copy of your receipts and or field trip paperwork to the Assistant Superintendent office, for tracking purposes and payment fulfillment. Remember to only send copies not originals, the originals go to the proper departments for payments. Again congratulations, I am excited about the opportunities for your students.

Please follow the regular field trip request process, but using this budget code:

01 E 005 211 161 366 013

Thank you,

Shannon

--

Shannon Brown  
Executive Assistant  
Office of the Assistant Superintendent  
Department of Teaching, Learning and Equity  
Duluth Public Schools, ISD 709  
709 Portia Johnson DR Ste 108  
Duluth, MN 55811  
Email: shannon.brown@isd709.org  
Phone: (218) 336-8739 Fax: (218) 336-8776

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---

**Haley Pykkonen** <haley.pykkonen@isd709.org>

Fri, Jan 12, 2024 at 3:00 PM

To: Shannon Brown &lt;shannon.brown@isd709.org&gt;

Shannon,

I was wondering if it would be possible for you to send me a copy of the grant submission I sent for the Hands on Learning Grant? Thank you.

Haley Pykkonen

[Quoted text hidden]

--

Haley Pykkonen, MSE  
DCD Special Education Teacher  
Denfeld High School

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

**Our Vision:** We will work with our communities to:

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

---

**Shannon Brown** <shannon.brown@isd709.org>  
To: Haley Pykkonen <haley.pykkonen@isd709.org>

Fri, Jan 12, 2024 at 3:45 PM

Hi Haley,

Here is the description you put on your form.

The Setting 3 DCD program at Denfeld High School would like to take their students to Confidence Learning Center. This camp provides outdoor/recreation and leisure activities that are dedicated to students with all level of cognitive disabilities. The student would have the opportunity to work on their IEP goals through cooking, cleaning, socializing and engaging in different recreation and leisure activities. The grant would be used to cover lodging and food for the entire trip.

Thanks

Shannon  
[Quoted text hidden]

---

**Haley Pykkonen** <haley.pykkonen@isd709.org>  
To: Shannon Brown <shannon.brown@isd709.org>

Tue, Jan 16, 2024 at 8:52 AM

Thank you!  
[Quoted text hidden]



**Duluth Public Schools**

*Every Student. Every Day.*

Haley Pykkonen <haley.pykkonen@isd709.org>

## Fwd: Congratulations, Hands on Learning Opportunity Approved

1 message

**Logan Rauch** <logan.rauch@isd709.org>  
To: Haley Pykkonen <haley.pykkonen@isd709.org>

Fri, Feb 9, 2024 at 7:42 AM

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

From: **Shannon Brown** <shannon.brown@isd709.org>  
Date: Thu, Feb 8, 2024 at 3:36 PM  
Subject: Congratulations, Hands on Learning Opportunity Approved  
To: Logan Rauch <logan.rauch@isd709.org>

Congratulations, your hands-on learning opportunity was approved by the Assistant Superintendent office in the amount of \$3400.00 to camp. Please send a copy of your receipts and or field trip paperwork to the Assistant Superintendent office, for tracking purposes and payment fulfillment. Remember to only send copies not originals, the originals go to the proper departments for payments. Again congratulations, I am excited about the opportunities for your students.

Please follow the regular field trip request process, but using this budget code:

01 E 005 211 161 366 013

Thank you,

Shannon

--  
Shannon Brown  
Executive Assistant  
Office of the Assistant Superintendent  
Department of Teaching, Learning and Equity  
Duluth Public Schools, ISD 709  
709 Portia Johnson DR Ste 108  
Duluth, MN 55811  
Email: shannon.brown@isd709.org  
Phone: (218) 336-8739 Fax: (218) 336-8776

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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.

--  
Logan Rauch (he / him / his)  
Special Education Teacher - DCD / SMI Setting 3  
Denfeld High School  
218-336-8830 ext. 1266

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**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, the Continental United States, or a Foreign Country - Trips that involve one or more overnight stops within Minnesota, the Continental United States, or a Foreign Country and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

<b>INSTRUCTIONAL TRIP ACTION</b>	
Principal:	Approved _____ Name: _____ Not Approved _____ Date: _____
<b>SUPPLEMENTAL TRIP ACTION</b>	
Principal:	Approved _____ Name: _____ Not Approved _____ Date: _____
<b>Instructional/Supplemental Trips need not be sent to District office.</b>	
<b>EXTENDED TRIP ACTION</b>	
Principal:	Recommended _____ Name: <u>Danette Schae</u> Not Recommended _____ Date: <u>3/1/24</u>
Assistant Superintendent:	Recommended _____ Name: <u>Anthony Bush</u> Not Recommended _____ Date: <u>3/1/24</u>
School Board:	Approved _____ Name: _____ Not Approved _____ Date: _____
<b>All extended trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee meeting agenda for approval.</b>	



**FIELD TRIP REQUEST FORM**

Date of Submission:

Type of Trip:             Instructional                             Supplementary                            x Extended

1. Organization/Grade/Course Planning Trip: :    **HOSA 11<sup>th</sup> and 12<sup>th</sup> Grade**
2. Contact Person (Responsible for Checklist Completion): **Kimberly S. Olson** \_\_\_\_\_
3. Field Trip Date(s): April 7-9, 2024                            Destination: River's Edge Convention Center, St. Cloud Minnesota
4. Field Trip Overview (Include events, establishments and locations): General information regarding the State HOSA Conference is available at www.HOSA.org. Select the conferences tab from the top of the page and then select statel Leadership Conference. The 2023 SLC will have information
5. Field Trip Departure from School (Date and Time): Apr 7, 2024 TBA time Approximately 0500 \_\_\_\_\_  
Field Trip Return to School (Date and Time): April 9th, 2024 \_\_\_\_\_
6. Objectives of Field Trip: **Students will be competing at State HOSA Future Health Professionals formerly ( Health Occupations Students of America) State Conference Leadership.**
7. Relationship to Curriculum or Student Learning: **Health Occupations Students of America is a National Career and Technical Student Organization (CTSO) endorsed by the Department of Education and the Health Occupations Education Division of the Association of Career and Technical Education.**  
  
The mission of HOSA is to enhance delivery of compassionate, quality healthcare by providing opportunities for knowledge, skills, and leadership development of all healthcare occupations education students, therefore helping the students to meet the needs of the healthcare community.  
  
HOSA provides, Leadership, teamwork, Program of Study and Career Pathways Partnerships for CTE, Implementing of health Science Programs, Increase effectiveness in teaching, Legislative training, confident speaking, and writing skills.
8. Planned Follow-up Field Trip Activities: Article for paper.

9. Field Trip Budget Request Awaiting

<b>Estimated Expenses</b>	
Total Admission/Fees ~\$50.00 1 chaperone Student fee \$100.00 approx 14	\$ 1050.00
Total Meals Three meals a day at 3 days \$27.00/day = \$81.00	\$ 81.00
Total Lodging 5 rooms x 2 nights 156.55 a night	\$ 1,565.50
Total Transportation 2 School District Vehicle(s) Commercial Transportation Carrier ~ Name: round trip \$50.00 approx. <input type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name: _____	\$ 200.00
Total Advisor cost meals 81.00, conference fee \$50.00, Hotel \$313.10, transportation 474.10 this is if we can get by with 2 vans and need another driver	Perkins~ \$474.10
Other: Airfare Approx.	



<b>Total</b>	<b>\$</b> <b>3,004.50</b>
--------------	------------------------------

<b>Revenues</b>		
District Budget	Code:	\$
Booster Group		\$
Donations		\$
Student Fees Admission \$100.00 ~14 students		\$ \$1400.00
Meals three covered with admission fee		\$ self pay
Lodging \$1252.40 x 12 students(79.00 each)		\$ 1252.40
Van		\$30.00
Total Additional Stipends: HOSA Activity		\$
<b>Total</b>	<b>“Students will all be self-pay”</b>	<b>\$ 209.00</b> each

11. Reviewed/Completed Request Checklist:  Yes  No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

### FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

- Develop and Communicate Student Discipline Expectations
- Forward Field Trip Explanation and Fee Structure Letter Sent to Parents/Guardians
- Collect Parent/Guardian Permission for Student Participation in Field Trip (Include request for special information - i.e. allergies, medications, special needs.)
- Gain Access to Cell Phone for Field Trip
- Plan Arrangements for Early Pick-Up or Late Drop-Off Students (if necessary).  
**Guide:** May choose to leave message on school voice mail to help with late drop off.
- Plan Meal Arrangements (if necessary)  
**Reminder:** Notify food service of non-participation.
- Plan Administration of Student Medication and First Aid Needs (if necessary)  
**Guide:** Contact School Nurse.
- Develop and Communicate Action Plan if Student Gets Lost on Trip
- Arrange Adult Chaperones for Field Trip (if necessary)  
**Guide:** One (1) adult for every twenty (20) students depending on field trip. Parent volunteers are encouraged when possible or appropriate.
- Develop and Communicate Teacher and Adult Chaperone Expectations  
**Example:** Supervision duties, no smoking, no alcohol
- Planned Itinerary

**TIME**

**LOCATION**

See attached email




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

Signature of Contact Person: Kimberly Olson Instructor

**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.

- x Arrange Funding of Expenses During Trip
- x 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: Kimberly Olson Instructor





1 Horace Mann Plaza  
Springfield, IL 62715-0001

**Minnesota Identification Cards**  
**Horace Mann Property and Casualty Insurance Company**

**Report a claim:** 800-999-1030 | horacemann.com

**Fast Glass claim:** 888-321-9391 | safelite.com

**Named insured(s):**  
DANETTE SEBOE  
LANCE SEBOE  
5891 HIGHWAY 2  
HERMANTOWN, MN 55810

**Agent:** Joseph Klunenber  
218-624-2815  
Joseph.Kluenenberg@horacemann.com

**Below are your official insurance identification cards.**

MINNESOTA INSURANCE IDENTIFICATION CARD		MINNESOTA INSURANCE IDENTIFICATION CARD	
<b>POLICY #</b> 65000282330101	<b>EFFECTIVE DATE</b> 01/01/2024	<b>POLICY #</b> 65000282330101	<b>EFFECTIVE DATE</b> 01/01/2024
<b>NAMED INSURED(S)</b> DANETTE SEBOE LANCE SEBOE	<b>EXPIRATION DATE</b> 07/01/2024	<b>NAMED INSURED(S)</b> DANETTE SEBOE LANCE SEBOE	<b>EXPIRATION DATE</b> 07/01/2024
	<b>VIN</b> 1GNSKCE03CR117687		<b>VIN</b> 1GNSKCE03CR117687
<b>AGENT</b> Joseph Klunenber 218-624-2815	<b>YEAR MAKE</b> 2012 Chevrolet	<b>AGENT</b> Joseph Klunenber 218-624-2815	<b>YEAR MAKE</b> 2012 Chevrolet
	<b>MODEL</b> Tahoe Ltz		<b>MODEL</b> Tahoe Ltz
<b>Report a claim: horacemann.com or 800-999-1030</b>		<b>Report a claim: horacemann.com or 800-999-1030</b>	
Please keep this card in your vehicle as proof of insurance. This policy contains the minimum limits prescribed by Minnesota law.		Please keep this card in your vehicle as proof of insurance. This policy contains the minimum limits prescribed by Minnesota law.	
Horace Mann Property and Casualty Insurance Company NAIC # 0300-22756 P.O. BOX 4506 SPRINGFIELD, IL 62708-4506		Horace Mann Property and Casualty Insurance Company NAIC # 0300-22756 P.O. BOX 4506 SPRINGFIELD, IL 62708-4506	





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Joseph.Klueenberg@horacemann.com

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<b>POLICY #</b> 65000282330101	<b>EFFECTIVE DATE</b> 01/01/2024	<b>POLICY #</b> 65000282330101	<b>EFFECTIVE DATE</b> 01/01/2024
<b>NAMED INSURED(S)</b> DANETTE SEBOE LANCE SEBOE	<b>EXPIRATION DATE</b> 07/01/2024	<b>NAMED INSURED(S)</b> DANETTE SEBOE LANCE SEBOE	<b>EXPIRATION DATE</b> 07/01/2024
	<b>VIN</b> 5NMS6DAJXPH607393		<b>VIN</b> 5NMS6DAJXPH607393
<b>AGENT</b> Joseph Klueenberg 218-624-2815	<b>YEAR MAKE</b> 2023 Hyundai	<b>AGENT</b> Joseph Klueenberg 218-624-2815	<b>YEAR MAKE</b> 2023 Hyundai
	<b>MODEL</b> Santa Fe Xrt Awd		<b>MODEL</b> Santa Fe Xrt Awd
<b>Report a claim: horacemann.com or 800-999-1030</b>		<b>Report a claim: horacemann.com or 800-999-1030</b>	
Please keep this card in your vehicle as proof of insurance. This policy contains the minimum limits prescribed by Minnesota law.		Please keep this card in your vehicle as proof of insurance. This policy contains the minimum limits prescribed by Minnesota law.	
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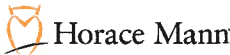
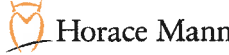
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<b>POLICY #</b> 65000282330101  <b>NAMED INSURED(S)</b> DANETTE SEBOE LANCE SEBOE  <b>AGENT</b> Joseph Klueenberg 218-624-2815	<b>EFFECTIVE DATE</b> 01/01/2024  <b>EXPIRATION DATE</b> 07/01/2024  <b>VIN</b> 4T4BF1FK7ER396726  <b>YEAR MAKE</b> 2014 Toyota  <b>MODEL</b> Camry L/le/se/xle	<b>POLICY #</b> 65000282330101  <b>NAMED INSURED(S)</b> DANETTE SEBOE LANCE SEBOE  <b>AGENT</b> Joseph Klueenberg 218-624-2815	<b>EFFECTIVE DATE</b> 01/01/2024  <b>EXPIRATION DATE</b> 07/01/2024  <b>VIN</b> 4T4BF1FK7ER396726  <b>YEAR MAKE</b> 2014 Toyota  <b>MODEL</b> Camry L/le/se/xle
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<b>Collaborative Data Transfer and Use Agreement ("Agreement")</b>	
<b>Project Title:</b>	Evaluation of Math Corps (K-3)
<b>Agreement Term</b>	<b>Start Date:</b> 9/1/2023
	<b>End Date:</b> 8/1/2024

**Terms and Conditions**

**This Agreement is binding upon the following Parties who have executed the Signature Pages:  
ServeMinnesota and Duluth Public Schools ("DPS")**

- 1) ServeMinnesota shall not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by ServeMinnesota's research team whose obligations of use are consistent with the terms of this Agreement (collectively, "Authorized Persons").
- 2) Except as authorized under this Agreement or otherwise required by law, ServeMinnesota agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data to any third party, except Authorized Persons, without the prior written consent of DPS. ServeMinnesota agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and comply with any other special requirements relating to safeguarding of the Data as may be set forth by DPS.
- 3) The Parties agree to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.
- 4) ServeMinnesota shall follow all Special Instructions provided by DPS.
- 5) This Agreement shall be effective upon the Start Date set forth above. Unless terminated earlier in accordance with this section or extended via a modification in accordance with Section 13, this Agreement shall expire as of the End Date set forth above. All provisions which by their nature are intended to survive termination or expiration of this Agreement shall survive.
  - a. Any Party may terminate their involvement in this Agreement with thirty (30) days written notice to the other Parties' Authorized Official(s) as set forth in the Signature Pages.
  - b. Any Party may terminate this Agreement at any time if such Party has reasonably determined that another Party has materially breached its obligations to appropriately use and secure the Data in accordance with this Agreement.
- 6) EXCEPT AS PROVIDED BELOW OR PROHIBITED BY LAW, ANY DATA DELIVERED PURSUANT TO THIS AGREEMENT IS UNDERSTOOD TO BE PROVIDED "AS IS." PROVIDING PARTY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Notwithstanding, Providing Party, to the best of its knowledge and belief, has the right and authority to provide the Data to Receiving Party for use in the Project.
- 7) ServeMinnesota shall be liable for damages, losses, claims, and demands which may arise from its use, storage, disclosure, or disposal of the Data except to the extent (a) prohibited by law and/or (b) caused by the negligence, willful misconduct, or violation of applicable privacy or security laws and regulations by DPS. No indemnification for any damage, loss, claim, demand, or liability is intended or provided by any Party under this Agreement.

- 8) No Party shall use the other Parties' names, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of the Party whose name is to be used. The Parties agree that each Party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other Parties provided that any such statement shall accurately and appropriately describe the relationship of the Parties and shall not in any manner imply endorsement by the Party whose name is being used.
- 9) Unless otherwise specified, this Agreement and the below listed Attachments embody the entire understanding between the Parties regarding the transfer of the Data for the Project:
  - I. Attachment 1: Project Description and Data Transfer Procedure

In the event of any conflict between the obligations set forth in the applicable Attachment 1 and this Agreement, the obligations set forth in the applicable Attachment 1 shall prevail.
- 10) No modification or waiver of this Agreement shall be valid unless in writing and executed by duly authorized representatives of all Parties.
- 11) In its performance of the Project, each Party shall be an independent entity and not an employee or agent of the other Parties.
- 12) This Agreement constitutes the entire understanding between the Parties concerning the use of and/or access to the Data transferred hereunder and supersedes any prior understanding or written or oral agreement. The illegality or invalidity of any provision of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.

The undersigned Officials expressly represent and affirm that the contents of any statements made herein are truthful and accurate and that the undersigned is duly authorized to sign this Agreement on behalf of this organization.

<p><b>ServeMinnesota</b>          Name:          Signature:          Date:</p>	<p><b>Duluth Public Schools</b>          Name:          Signature:          Date:</p>
--	---

**Attachment 1**  
**Project Description and Data for the Project**

**Project Description**

Duluth Public Schools (DPS) and ServeMinnesota have entered into a partnership to evaluate an AmeriCorps tutoring program called Math Corps. Both partners desire to evaluate the program’s impact on student math outcomes. This partnership is one of many school-based partnerships across the state of Minnesota. The administrative data for the current project will be used to produce an estimate of program effects across schools. The project will adopt a quasi-experimental design that necessitates obtaining FastBridge math scores for students who receive tutoring and those who do not receive tutoring in grades kindergarten through third grade. The Math Corps program will be implemented as usual during the academic year. At the conclusion of the year, DPS will partner with ServeMinnesota to de-identify and share relevant student scores (described below).

**Data for the Project**

In addition to student grade, race, and gender, the following administrative math data are of interest for this project. This data sharing agreement does not involve the collection of new data.

Grade	Measure(s)	When Collected (F/W/S)
Kindergarten	earlyMath composite score	F, W, S
1 <sup>st</sup> Grade	earlyMath composite score	F, W, S
	aMath composite score (if applicable)	F, W, S
2 <sup>nd</sup> Grade	aMath composite score	F, W, S
3 <sup>rd</sup> Grade	aMath composite score	F, W, S

**Data Transfer Procedure:**

*May 2024:* ServeMinnesota will share a link to a password protected (password sent separately) folder containing a list of Math Corps students in the district, along with their Math Corps ID number.

*May 2024:* DPS will transpose the Math Corps IDs to a data file containing student name, grade, gender, race, and seasonal FastBridge math scores.

*May 2024:* DPS will provide ServeMinnesota a de-identified dataset consisting of the data elements outlined above, with the exception of student names, which will be removed. Transfer will occur in accordance with DPS requirements.

- *July 2024:* ServeMinnesota will produce and share an evaluation report composed of visual and narrative summaries of key outcomes across and within grades. ServeMinnesota will share this report directly with DPS. Upon request, ServeMinnesota will produce a brief report solely focused on schools in the district. Strong leadership and people management skills, with experience in supervising and mentoring staff members.



**811 PLAYGROUND INSTALLATION AND MAINTENANCE**

**I. PURPOSE**

The purpose of this policy is to establish criteria and procedures for the installation and maintenance of playgrounds on District operated property. This includes when community groups fundraise or apply for grants for playgrounds to be located on District owned property, for playgrounds that are installed by the District, and for playgrounds that are currently in place.

**II. GENERAL STATEMENT OF POLICY**

Duluth Public Schools recognizes the intrinsic value of playgrounds as essential components of the educational environment through fostering physical outdoor activities and social development. In alignment with encouraging play with students, the District is also committed to maintaining playgrounds to industry standards to protect the well-being of our students and community.

This policy is to establish the installation and maintenance procedures for playgrounds on District operated property.

**III. DEFINITIONS**

- A. "Playground(s)" refers to equipment/structures that are created, purchased, and/or placed for use in children's physical play, regardless of the material (plastic, wood, logs, etc.).
  - 1. It may be referred to as playgrounds, play structures, play elements, or play equipment.
  - 2. It includes the equipment itself, as well as the play surface and surrounding area.
  - 3. It includes, but is not limited to: climbers, slides, swings, sliding poles, large composite play structures, play houses, sand boxes, kitchens, sand diggers, and open areas for children to run and play.
  - 4. Nature walking trails are not considered playgrounds, unless there are man-made elements or naturally occurring elements that have been installed to act as play structures (stepping stones, balance beams, etc.) on/in the trail area. Should these elements mimic playground equipment and be installed on the nature trails, the elements are then evaluated using the criteria outlined in this policy.
  - 5. The policy and definition of "playground(s)" does not include amusement park equipment, sports or fitness equipment intended for children over the age of 12, soft contained play equipment, constant air inflatable play devices for home use, art and museum sculptures, water play equipment, nature garden spaces, loose items such as sand toys, sports equipment such as balls, or outdoor classroom spaces.

- a) Should play items be introduced onto the playground, the items must be maintained outside of the use zone.
    - b) Approval of items that do not meet the District definition of "playground(s)" are directed to Building Principals.
  - 6. It may be referred to as playgrounds, play structures, play elements, or play equipment.
  - 7. It includes the equipment itself, as well as the play surface and surrounding area.
- B. "Installations" refer to the replacement of old equipment with new, and/or the addition of new equipment entirely.
- C. "CPSI" is a Certified Playground Safety Inspector, a certification program facilitated by the National Recreation and Parks Association.

#### **IV. SAFETY STANDARDS**

- A. Duluth Public Schools requires all playgrounds regardless of installation dates to follow the following safety standards:
  - 1. United States Consumer Product Safety Commission, *Public Playground Safety Handbook*
  - 2. American Society for Testing and Materials (ASTM) F1487, F2373, F2075, F2223, F2479, F1951, F2049, and F1292.
- B. These standards include rules on surfacing materials, locations of playgrounds, equipment specific safety parameters, fall heights, and more.
- C. Play structures not complying with the above standards must have a certification from the International Play Equipment Manufacturers Association (IPEMA).
- D. All play structures on District operated property must be designated and properly designed for commercial use.

#### **V. CURRENTLY INSTALLED PLAYGROUNDS**

- A. Currently installed playgrounds are required to comply with this policy. No playgrounds are considered to be exempt due to the installation date.
- B. Initial inspections will be performed by a CPSI at each playground within 60 days of approval of the Playground Installation and Maintenance Policy unless a different timeline is approved by the Facility Manager or Assistant Facility Manager.
- C. Repairs and modifications are required to be made within 90 days from the date of notification of the written report unless a different timeline is approved by Facility Manager

or Assistant Facility Manager. Should the CPSI identify any hazards that are deemed to be more immediate, a shorter timeline for repairs will be assigned.

- D. If repairs are not made within the 90 day allotment due to equipment delays, an order confirmation must be produced with an estimated arrival time.
- E. Once repairs are reported to have been completed, the CPSI will complete another inspection to verify repairs.
- F. If playgrounds are not compliant within 90 days of the initial inspection, the Facilities Department will remove the equipment or block from use unless a different decision or timeline is approved in writing by the Facility Manager or Assistant Facility Manager.

## **VI. ONGOING MAINTENANCE, REPAIRS, AND INSPECTIONS**

- A. Once the initial playground inspections are completed and playgrounds on District operated property are determined to be compliant, a regular inspection process is necessary to support safety.
- B. A CPSI will inspect each playground on a biannual basis, producing a written report within 45 days of inspection.
  - 1. Written reports are available upon request to the District Safety Coordinator.
  - 2. Inspections will take place in the months of April or May and again in October or November, unless another timeframe has been approved by the Facility Manager or Assistant Facility Manager.
- C. Should any recommendations be noted, they will be submitted to the Facility Manager or Assistant Facility Manager for approval and coordination of repairs or modifications. It is expected that repairs are made within 90 days from the date of notification of the written report, unless the CPSI determined any hazards to be more immediate.
- D. Certain play elements may require varying types of maintenance. Maintenance plans are to be developed during the installation process.
  - 1. Maintenance on the playgrounds is facilitated by the Utilities Department.
  - 2. The Facility Director or Assistant Facility Director will determine if the repair or maintenance work is best suited for volunteers willing to assist, in house staff and/or contractors.
  - 3. If an external group has indicated interest in being involved in ongoing maintenance and repairs to the playground, the Facility Director or Assistant Facility Director will collaborate with the group's point of contact if the work needing to be completed is suitable for volunteers.
- E. When replacement equipment is necessary:

1. For commercially made equipment, it must be ordered from the correct manufacturer to match the current play structure
2. Records of purchase and installation must be maintained by the Facilities Department
3. Replacement components must be approved by the Facilities Department.
4. Repairs must not create additional hazards during the repair process.

**VII. NEW INSTALLATION PROCESS**

- A. New installations may stem from necessity through inspection, change in school composition or other reasons and may be requested by internal staff or through community groups.
- B. Requests are reviewed by the Facilities Department.
- C. A request for new installation must include the following documentation:
  1. Playground designs, specific equipment, and a site plan.
    - a) For IPEMA certified equipment, include certifications
  2. A quote from a manufacturer of the proposed designs, including the following details:
    - a) Length of time the quote is valid
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    - d) Anticipated length of life of the playground
  3. A maintenance plan from the manufacturer, including anticipated repair and/or maintenance costs for the next 10 years.
    - a) Include indication if the group is interested in assisting with future maintenance.
  4. A breakdown of where the funds plan to be generated
  5. A timeline of the installation process
  6. Should the request come from a community group, include the group’s point of contact.
- D. Once the above documents are ready for submission, they are submitted to the Facilities Director to start an internal review of the request.
- E. A District-contracted CPSI will review the submitted documents and provide written feedback from a regulatory standpoint.

- F. The Facility Manager will provide written feedback to ensure the playground can be properly maintained, and that the structure is in a location that does not impede future building plans, utilities, or maintenance activities, such as snow removal, drainage, etc.
- G. Written responses will be reviewed with the interested party. The Facility Manager will make a final determination within 90 days of submission through consideration of the CPSI review, impact on District facilities, cost to the District for ongoing maintenance, and liabilities of such installation. The final determination will also include a revised cost estimate to include an estimated 10% of the project cost in change orders.
- H. Should approval be denied, interested parties may appeal to the School Board through a written request.
- I. If the installation is approved:
  - 1. Internally funded projects will be coordinated entirely through the Facilities Department.
  - 2. Externally funded projects may start fundraising efforts. Once 100% of the goal set during the approval is met and found to be secured through a District audit, installation can begin.
    - a) Installation of externally funded projects must be coordinated and approved through the Facilities Department to ensure representation is on site during site visits, preparations, etc.
- J. Once installation has been completed, a District-contracted CPSI will conduct an audit of the playground.
- K. Once the playground has passed the audit, it can then be commissioned for use.
- L. For projects that were externally funded, once the playground is audited and commissioned for use, the playground will become district property and all future maintenance will be the responsibility of the District.

**Legal References:** United States Consumer Product Safety Commission, *Public Playground Safety Handbook*  
 American Society for Testing and Materials F1487, F2373, F2075, F2223, F2479, F1951, F2049, and F1292.

First Reading: 02.29.2024  
 Second Reading:

**811 PLAYGROUND INSTALLATION AND MAINTENANCE**

**I. PURPOSE**

The purpose of this policy is to establish criteria and procedures for the installation and maintenance of playgrounds on District operated property. This includes when community groups fundraise or apply for grants for playgrounds to be located on District owned property, for playgrounds that are installed by the District, and for playgrounds that are currently in place.

**II. GENERAL STATEMENT OF POLICY**

Duluth Public Schools recognizes the intrinsic value of playgrounds as essential components of the educational environment through fostering physical outdoor activities and social development. In alignment with encouraging play with students, the District is also committed to maintaining playgrounds to industry standards to protect the well-being of our students and community.

This policy is to establish the installation and maintenance procedures for playgrounds on District operated property.

**III. DEFINITIONS**

A. "Playground(s)" refers to equipment/structures that are created, purchased, and/or placed for use in children's physical play, regardless of the material (plastic, wood, logs, etc.).

~~1.~~ ~~3.~~ It includes, but is not limited to: climbers, slides, swings, sliding poles, large composite play structures, play houses, sand boxes, kitchens, sand diggers, and open areas for children to run and play.

~~2.~~ ~~4.~~ Nature walking trails are not considered playgrounds, unless there are man-made elements or naturally occurring elements that have been installed to act as play structures (stepping stones, balance beams, etc.) on/in the trail area. Should these elements mimic playground equipment and be installed on the nature trails, the elements are then evaluated using the criteria outlined in this policy.

~~3.~~ ~~5.~~ The policy and definition of "playground(s)" does not include amusement park equipment, sports or fitness equipment intended for children over the age of 12, soft contained play equipment, constant air inflatable play devices for home use, art and museum sculptures, water play equipment, nature garden spaces, loose items such as sand toys, sports equipment such as balls, or outdoor classroom spaces.

a) Should play items be introduced onto the playground, the items must be maintained outside of the use zone.

b) Approval of items that do not meet the District definition of "playground(s)" are directed to Building Principals.

~~4.~~1. It may be referred to as playgrounds, play structures, play elements, or play equipment.

~~5.~~2. It includes the equipment itself, as well as the play surface and surrounding area.

B. "Installations" refer to the replacement of old equipment with new, and/or the addition of new equipment entirely.

C. "CPSI" is a Certified Playground Safety Inspector, a certification program facilitated by the National Recreation and Parks Association.

#### **IV. SAFETY STANDARDS**

A. Duluth Public Schools requires all playgrounds regardless of installation dates to follow the following safety standards:

1. United States Consumer Product Safety Commission, *Public Playground Safety Handbook*

2. American Society for Testing and Materials (ASTM) F1487, F2373, F2075, F2223, F2479, F1951, F2049, and F1292.

B. These standards include rules on surfacing materials, locations of playgrounds, equipment specific safety parameters, fall heights, and more.

C. Play structures not complying with the above standards must have a certification from the International Play Equipment Manufacturers Association (IPEMA).

D. All play structures on District operated property must be designated and properly designed for commercial use.

#### **V. CURRENTLY INSTALLED PLAYGROUNDS**

A. Currently installed playgrounds are required to comply with this policy. No playgrounds are considered to be exempt due to the installation date.

B. Initial inspections will be performed by a CPSI at each playground within 60 days of approval of the Playground Installation and Maintenance Policy unless a different timeline is approved by the Facility Manager or Assistant Facility Manager.

C. Repairs and modifications are required to be made within 90 days from the date of notification of the written report unless a different timeline is approved by Facility Manager or Assistant Facility Manager. Should the CPSI identify any hazards that are deemed to be more immediate, a shorter timeline for repairs will be assigned.

D. If repairs are not made within the 90 day allotment due to equipment delays, an order confirmation must be produced with an estimated arrival time.

- E. Once repairs are reported to have been completed, the CPSI will complete another inspection to verify repairs.
- F. If playgrounds are not compliant within 90 days of the initial inspection, the Facilities Department will remove the equipment or block from use unless a different decision or timeline is approved in writing by the Facility Manager or Assistant Facility Manager.

**VI. ONGOING MAINTENANCE, REPAIRS, AND INSPECTIONS**

- A. Once the initial playground inspections are completed and playgrounds on District operated property are determined to be compliant, a regular inspection process is necessary to support safety.
- B. A CPSI will inspect each playground on a biannual basis, producing a written report within 45 days of inspection.
  - 1. Written reports are available upon request to the District Safety Coordinator.
  - 2. Inspections will take place in the months of April or May and again in October or November, unless another timeframe has been approved by the Facility Manager or Assistant Facility Manager.
- C. Should any recommendations be noted, they will be submitted to the Facility Manager or Assistant Facility Manager for approval and coordination of repairs or modifications. It is expected that repairs are made within 90 days from the date of notification of the written report, unless the CPSI determined any hazards to be more immediate.
- D. Certain play elements may require varying types of maintenance. Maintenance plans are to be developed during the installation process.
  - 1. Maintenance on the playgrounds is facilitated by the Utilities Department.
  - 2. The Facility Director or Assistant Facility Director will determine if the repair or maintenance work is best suited for volunteers willing to assist, in house staff and/or contractors.
  - 3. If an external group has indicated interest in being involved in ongoing maintenance and repairs to the playground, the Facility Director or Assistant Facility Director will collaborate with the group's point of contact if the work needing to be completed is suitable for volunteers.
- E. When replacement equipment is necessary:
  - 1. For commercially made equipment, it must be ordered from the correct manufacturer to match the current play structure
  - 2. Records of purchase and installation must be maintained by the Facilities Department

3. Replacement components must be approved by the **District Facilities Department**.
4. Repairs must not create additional hazards during the repair process.

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- A. New installations may stem from necessity through inspection, change in school composition or other reasons and may be requested by internal staff or through community groups.
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**Cross References:**

First Reading:  
Second Reading:

### ~~3045 — PLAYGROUND SITE AND EQUIPMENT IMPROVEMENT~~

~~The School District shall annually allocate in the capital expenditure fund budget a sum of money to provide matching funds to be used for purposes of site improvement or equipment additions at elementary school playground sites. A request shall be submitted to the administration by the school principal/parent faculty organization/community for such improvement or addition, together with a pledge to provide a stipulated sum of money for one half (1/2) of the total cost of said improvement/addition. The sum of money so stipulated above may be from any source except School District provided funds, unless this restriction is specifically waived due to an unusual or peculiar circumstance acceptable to the School Board. Upon receipt of said request, the administration shall consider the appropriateness and feasibility of the request and make a recommendation to the School Board for approval/disapproval of the project for funding of a fifty/fifty (50/50) basis with the requesting organization.~~

~~Adopted: — 08-12-1980 ISD 709~~

~~Revised: — 06-20-1995 ISD 709~~

## ~~5115 ELEMENTARY SCHOOL PLAYGROUNDS~~

~~The School Board recognizes the need for suitable and safe use of playgrounds as an important part of the physical and social development of students.~~

### ~~1. Use By Students~~

~~All elementary students shall be given proper instruction on the safe and appropriate use of playgrounds including apparatus, games, and play areas. The playground shall be accessible to all students. Reasonable adaptations of environment, supervision, program, and/or equipment shall be made to further the accessibility of playgrounds by students with handicaps.~~

### ~~2. Supervision~~

~~Adequate playground supervision shall be provided during hours when school is in session.~~

### ~~3. Maintenance~~

~~Semi-annual maintenance shall be the responsibility of the School District Physical Plant Department and shall include:~~

~~a. An annual major cleaning and replenishment of loose fill materials. b. A semi-annual inspection and repair of all apparatus including nuts, bolts, chains, and all parts that, due to wear or damage, need repair or replacement. c. A semi-annual inspection and repair of all playground areas to ensure level and safe running/play surfaces and the lack of protrusions or bump/fall hazards to include the building, fencing, and playground environment.~~

### ~~d. Inspections~~

~~The building principal shall direct appropriate competent staff to inspect and maintain the playground and all apparatus daily for:~~

- ~~1. Loose, damaged, or protruding bolts and objects, etc., that may cause cuts/scrapes.~~
- ~~2. Glass or debris on surfaces that may cause cuts or falls.~~
- ~~3. Foreign objects that may be thrown or cause injury if handled.~~
- ~~4. Loose fill materials that have become displaced below playground apparatus, especially at slide discharge sites, below ladders, or under swings.~~
- ~~5. Minor safety problems should be repaired immediately, major maintenance or safety problems that must be reported immediately to the Physical Plant Department.~~

~~Adopted: 01-12-1988 ISD 709~~

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

## ~~7115 — ELEMENTARY SCHOOL PLAYGROUND DESIGN AND EQUIPMENT~~

~~The School District recognizes the needs of elementary schools to have playgrounds that are designed to be physically suitable and safe for the age and use of the students. Use of playgrounds is allowed during the school day and during non-school periods. The use of the playgrounds are intended for both recreation, physical education, and motor skill development. The School District recognizes the fact that no laws presently exist that control or legally determine the exact requirement of playgrounds. The Business Services Committee will approve the material and application specifications of all surfacing and equipment for playgrounds.~~

### ~~1. Layout and Design~~

~~—a. Separate and physically remote areas shall be provided for:~~

- ~~(1) running, dodging, throwing, and walking activities~~
- ~~(2) climbing, swinging, sliding or in-place play activities~~

~~—b. Playground apparatus shall be located remote of other playground activities and separated by markings, space, or physical barriers when possible.~~

~~—c. Special considerations shall be made regarding the ability to supervise or observe both activities from a single location. Equipment shall be arranged to accommodate the traffic of children using the equipment and those using adjacent apparatus. When possible, single multiple use apparatus will be used.~~

~~—d. Barriers such as surface separating/containment beams shall not be positioned to represent a bump, fall, or trip hazard.~~

### ~~2. Apparatus and Equipment~~

~~All playground equipment shall be selected to provide the safest environment possible.~~

#### ~~a. Height~~

~~(1) Apparatus shall not place a student's feet more than six (6) feet above the surface the apparatus is mounted on. This generally limits all equipment to a maximum height from the ground to the top usable platform to six (6) feet. No exceptions will be made to allow for intermediate platforms or multi-level climbers with six (6) foot increments.~~

~~(2) Swings shall not exceed eight (8) feet when measured from the top rail (anchoring the chains) to the surface.~~

#### ~~b. Construction~~

##### ~~(1) Climbing Apparatus~~

~~Rungs of horizontal ladders, climbing bars, handrails, and other components shall be cylindrical and approximately 1 5/8 inches in diameter to allow for secure gripping of all students.~~

~~(2) The use of large wooden structures shall not be allowed.~~

~~Wooden apparatus now in use will be replaced when worn out. Maintenance, size of hand holds, and surface connection points are not as acceptable as metal and vinyl covered apparatus.~~

~~(3) All equipment shall meet U.S. Consumer Products Safety Commission Guidelines.~~

~~(4) Special equipment not allowed:~~

~~(a) Merry Go Rounds.~~

~~(b) Fixed/ground mounted animal rockers, single student use apparatus, etc.~~

~~(c) Tricking bars remote of or not part of a multiple use piece of apparatus.~~

- ~~(d) Equipment with steps, ladders, or stairways having a slope of greater than 35 degrees.~~
- ~~(e) Basketball hoops having metal chain vs. cloth fabric attached.~~
- ~~(f) Swing seats of wood or metal construction that present impact injuries when unoccupied.~~
- ~~(g) Platform apparatus that encourages jumping from heights of more than three (3) feet.~~
- ~~(h) All equipment that would be rendered unusable or become a trip/fall hazard when buried in one (1) foot of snow/ice.~~
- ~~(i) Open S hooks that would release chains or equipment held by them if stressed or twisted.~~
- ~~(j) Any above-ground protrusions resulting from anchoring devices/concrete rising due to frost.~~
- ~~(k) Any other equipment not approved by the Business Services Committee.~~

### ~~3. Surfacing~~

#### ~~a. Running, throwing, ball playing and areas unoccupied by apparatus:~~

- ~~(1) Asphalt shall be appropriate for running and painted surface games areas.~~
- ~~(2) Grass shall be allowed for ball fields, soccer, running, and contact game areas.~~
- ~~(3) Surfacing other than under or around apparatus shall be considered generally appropriate if safety conditions or existing school conditions do not present unusual falling/tripping potential or special hazards (i.e., rocks protruding from ground, fence posts, building hazards, etc., that cannot be eliminated).~~

#### ~~b. Under climbing apparatus and swings~~

##### ~~(1) Unacceptable surfaces:~~

- ~~(a) Asphalt~~
- ~~(b) Concrete~~
- ~~(c) Dirt~~
- ~~(d) Grass~~
- ~~(e) Gravel~~
- ~~(f) Any material not meeting U.S. Consumer Products Safety Commission guidelines for adequate fall protection.~~

##### ~~(2) Preferred surfaces:~~

- ~~(a) Rubber like/resilient surfacing that by manufacturing specifications provides adequate U.S. Consumer Products Safety Commission fall protection from ten (10) feet.~~
- ~~(b) Pea gravel/pea rock to a minimum depth of eight (8) inches.~~
- ~~(c) Sand to a minimum depth of ten (10) inches.~~
- ~~(d) Loose fill materials that meet U.S. Consumer Products Safety Commission guidelines to provide fall protection from ten (10) feet.~~

#### ~~c. Containment Structures for Under Apparatus Surfacing~~

~~Loose fill materials when used shall be installed with drainage and containment structures that do not present fall/trip or bump hazards. When possible, solid barriers shall be erected or space provided to prevent spillage of materials into adjacent play areas of a different surface.~~

~~Reference: United States Consumer Products Safety Commission,~~

~~Volume I: General Guidelines for New and Existing Playgrounds, 1981~~

~~Adopted: 11-10-1987 ISD 709~~

## **604 INSTRUCTIONAL CURRICULUM**

### **I. PURPOSE**

The purpose of this policy is to provide for the development of course offerings for students.

### **II. GENERAL STATEMENT OF POLICY**

- A. Instruction must be provided in at least the following subject areas:
1. basic communication skills including reading and writing, literature, and fine arts;
  2. mathematics and science;
  3. social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);
  4. health and physical education;
  5. The arts;
  6. Career and technical education; and
  7. World languages.
- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. Public elementary and middle schools must offer at least three and require at least two, of the following five art areas: dance, media arts, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five arts areas: dance, media arts, music, theater, and visual arts.
- D. The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.
- E. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- F. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- H. The school district or charter school may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

### **III. REQUIRED ACADEMIC STANDARDS**

- A. The following subject areas are required for statewide accountability:
  - 1. language arts;
  - 2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;
  - 3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;
  - 4. social studies, including history, geography, economics, and government and citizenship that includes civics;
  - 5. physical education;
  - 6. health, for which locally developed academic standards apply; and
  - 7. the arts.
- B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

### **IV. PARENTAL CURRICULUM REVIEW**

The school district shall have a procedure for a parent, 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 and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

### **V. CPR AND AED INSTRUCTION**

The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

- A. In the school district's discretion, training and instruction may result in CPR certification.
- B. CPR and AED instruction must include CPR and AED training that have been developed:
  - 1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or

2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
  - D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

## **VI. COLLEGE AND CAREER PLANNING**

- A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
  1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;
  2. emphasize academic rigor and high expectations and inform the student, and the student's parent or guardian if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
  3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;
  4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
  5. help students access education and career options;
  6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
  7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
  8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and

9. be reviewed and revised at least annually by the student, the student’s parent or guardian, and the school district to ensure that the student’s course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.
- B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.
  - C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college ready.
  - D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student’s plan reflect the student’s unique talents, skills, and abilities as the student grows, develops, and learns.
  - E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
  - F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student’s plan under this provision shall continue while a student is enrolled.

**Legal References:** Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120B.101 (Curriculum)  
Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)  
Minn. Stat. § 120B.20 (Parental Curriculum Review)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
Minn. Stat. § 120B.022 (Elective Standards)  
Minn. Stat. § 120B.023 (Benchmarks Implement, Supplement Statewide Academic Standards)  
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)  
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

**Cross References:** MSBA/MASA Model Policy 603 (Curriculum Development)  
MSBA/MASA Model Policy 605 (Alternative Programs)

First Reading: 02.29.2024  
Second Reading:

Adopted: \_\_\_\_\_

Revised: \_\_\_\_\_

MSBA/MASA Model Policy 604  
Orig. 1995  
Rev. 2023

## 604 INSTRUCTIONAL CURRICULUM

### I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

### II. GENERAL STATEMENT OF POLICY

A. Instruction must be provided in at least the following subject areas:

1. basic communication skills including reading and writing, literature, and fine arts;
2. mathematics and science;
3. social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);
4. health and physical education;

***[Note: Health curriculum may include child sexual abuse prevention in consultation with other federal, state, or local agencies and community-based organizations to identify research-based tools, curricula, and programs.]***

5. The arts;
6. Career and technical education; and
7. World languages.

***[Note: The school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages. World languages programs should be developed and implemented to acknowledge and reinforce the language proficiency and cultural awareness that non-English language speakers already possess and encourage students' proficiency in multiple world languages. Programs also must encompass indigenous American Indian languages and cultures, among other world languages and cultures. School districts may award Minnesota World Language Proficiency Certificates consistent with Minnesota Statutes section 120B.022.]***

- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. Public elementary and middle schools must offer at least three and require at least two, of the following **five art areas**: dance, **media arts**, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five arts areas: dance, media arts, music, theater, and visual arts.
- D. The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks

developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.

- E. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- F. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- H. The school district or charter school may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

### **III. REQUIRED ACADEMIC STANDARDS**

- A. The following subject areas are required for statewide accountability:
  - 1. language arts;
  - 2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;
  - 3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;
  - 4. social studies, including history, geography, economics, and government and citizenship that includes civics;
  - 5. physical education;
  - 6. health, for which locally developed academic standards apply; and
  - 7. the arts.
- B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

### **IV. PARENTAL CURRICULUM REVIEW**

The school district shall have a procedure for a parent, 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 and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided

by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

## V. CPR AND AED INSTRUCTION

The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

- A. In the school district's discretion, training and instruction may result in CPR certification.
- B. CPR and AED instruction must include CPR and AED training that have been developed:
  - 1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or
  - 2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
- D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

***[Note: If a school district requests resources, the Minnesota Resuscitation Consortium must provide them to the school district for instruction and training provided to students under this section.]***

## VI. COLLEGE AND CAREER PLANNING

- A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
  - 1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;
  - 2. emphasize academic rigor and high expectations and inform the student, and the student's parent or guardian if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
  - 3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary

- education and employment choices;
4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
  5. help students access education and career options;
  6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
  7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
  8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and
  9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.
- B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.
- C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college ready.
- D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.
- E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
- F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student's plan under this provision shall continue while a student is enrolled.

**Legal References:** Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120B.101 (Curriculum)  
Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)  
Minn. Stat. § 120B.20 (Parental Curriculum Review)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
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Minn. Stat. § 120B.023 (Benchmarks Implement, Supplement Statewide Academic Standards)  
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)  
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

**Cross References:** MSBA/MASA Model Policy 603 (Curriculum Development)  
MSBA/MASA Model Policy 605 (Alternative Programs)

First Reading:

Adopted: \_\_\_\_\_

Revised: \_\_\_\_\_

MSBA/MASA Model Policy 604  
Orig. 1995  
Rev. 2023

## 604 INSTRUCTIONAL CURRICULUM

### I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

### II. GENERAL STATEMENT OF POLICY

A. Instruction must be provided in at least the following subject areas:

1. basic communication skills including reading and writing, literature, and fine arts;
2. mathematics and science;
3. social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);
4. health and physical education;

***[Note: Health curriculum may include child sexual abuse prevention in consultation with other federal, state, or local agencies and community-based organizations to identify research-based tools, curricula, and programs.]***

5. The arts;
6. Career and technical education; and
7. World languages.

***[Note: The school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages. World languages programs should be developed and implemented to acknowledge and reinforce the language proficiency and cultural awareness that non-English language speakers already possess and encourage students' proficiency in multiple world languages. Programs also must encompass indigenous American Indian languages and cultures, among other world languages and cultures. School districts may award Minnesota World Language Proficiency Certificates consistent with Minnesota Statutes section 120B.022.]***

- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. Public elementary and middle schools must offer at least three and require at least two, of the following four art areas: dance, media arts, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five arts areas: dance, media arts, music, theater, and visual arts.
- D. The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks

developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.

- E. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- F. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- H. The school district or charter school may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

### **III. REQUIRED ACADEMIC STANDARDS**

- A. The following subject areas are required for statewide accountability:
  - 1. language arts;
  - 2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;
  - 3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;
  - 4. social studies, including history, geography, economics, and government and citizenship that includes civics;
  - 5. physical education;
  - 6. health, for which locally developed academic standards apply; and
  - 7. the arts.
- B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

### **IV. PARENTAL CURRICULUM REVIEW**

The school district shall have a procedure for a parent, 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 and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided

by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

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- A. In the school district's discretion, training and instruction may result in CPR certification.
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  - 1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or
  - 2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
- D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

***[Note: If a school district requests resources, the Minnesota Resuscitation Consortium must provide them to the school district for instruction and training provided to students under this section.]***

## VI. COLLEGE AND CAREER PLANNING

- A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
  - 1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;
  - 2. emphasize academic rigor and high expectations and inform the student, and the student's parent or guardian if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
  - 3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary

- education and employment choices;
4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
  5. help students access education and career options;
  6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
  7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
  8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and
  9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.
- B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.
  - C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college ready.
  - D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.
  - E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
  - F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student's plan under this provision shall continue while a student is enrolled.

**Legal References:** Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120B.101 (Curriculum)  
Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)  
Minn. Stat. § 120B.20 (Parental Curriculum Review)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
Minn. Stat. § 120B.022 (Elective Standards)  
Minn. Stat. § 120B.023 (Benchmarks Implement, Supplement Statewide Academic Standards)  
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)  
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

**Cross References:** MSBA/MASA Model Policy 603 (Curriculum Development)  
MSBA/MASA Model Policy 605 (Alternative Programs)

First Reading:

## ~~6041 PARENT OR GUARDIAN REQUEST FOR ALTERNATIVE INSTRUCTIONAL RESOURCES~~

~~Duluth Public Schools respects the rights of parents or guardians to request alternative instructional resources for their child or ward. It is important to remember that materials may be challenged at any time, any place, for any reason by anyone. It is impossible, therefore, to foresee what title (s) will not meet with the approval of any given individual. For that reason, Duluth Public Schools has Policy 6041 Parent or Guardian Request for Alternative Instructional Resources.~~

~~Parents or guardians may request an alternative instructional resource if they feel the instructional material assigned by the teacher is not appropriate for their child or ward. The process for requesting an alternative instructional resource includes the following:-~~

- ~~1. The parent/guardian requests meeting with the teacher to discuss concerns about a specific instructional resources for their child/ward. Part of the conversation will include the overall content of the resource, the intent of the resource or author, age/maturity level of the readers, or possibly the age of the characters and their relationship, and how the teacher deals with the topic in the classroom.~~
- ~~2. If the parent/guardian continues to have a concern about the specific instructional resource after this discussion, the teacher will arrange for an alternative instructional resource that addresses the concerns of the parent/guardian and meets the academic standards/outcomes and level of rigor required in the course curriculum. More than one solution will be considered in cooperation with the parent/guardian and the teacher to resolve sensitive issues.~~
- ~~3. The teacher informs the principal about the meeting and alternative instructional resource.~~
- ~~4. The principal/teacher arranges a follow up meeting (s) with the parent/guardian during a time that the alternative resource is being used to ensure communication. The meeting may include the teacher, department head, principal, and/or district representative.~~
- ~~5. If a viable solution is not reached at the building level, an appeal may be made to the Director of Curriculum. The Director will convene a committee in an attempt to develop a solution acceptable to the parents/guardian and educators.~~
- ~~6. If this committee's recommendation is not acceptable to the parents/guardians and educators, an appeal may be made to the Superintendent.~~
- ~~7. If the Superintendent's recommendation is not acceptable to parents/guardians and educators an appeal may be made to the Board of Education.~~

~~Adopted: 12-20-2005-[ISD-709](#)~~

## **6125 — CURRICULUM GUIDES**

~~Curriculum guides and monographs shall be prepared in harmony with the legal requirements of the state and the purposes of the program of instruction adopted by the School Board.~~

~~The Superintendent or designee shall have general coordinating authority and direction over the formation of all courses of study, curriculum guides, and monographs.~~

~~The Director of Curriculum, Curriculum Specialists, Principals and teachers shall assist with the development and revision of the curriculum guides and monographs.~~

~~Curriculum development is based on the assumption that such study is most productive when conducted as a cooperative enterprise in which teachers and administrators participate.~~

~~A charge will be made for materials distributed outside the School District commensurate with the cost of printing and distribution.~~

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

~~Revised: 06-20-1995~~

~~10-19-2004 ISD 709~~

## ~~6130 HEALTH EDUCATION~~

~~The health education curriculum shall be consistent with the goals of education and shall include knowledge and skills for promotion of good health. It will be designed to strengthen the individual's self-awareness. It will provide students with information to enable them to make healthy decisions as they participate in their family and community.~~

~~Included in instruction will be health literacy. Health literacy is the capacity of an individual to obtain, interpret, and understand basic health information and services and the competence to use such information and services in ways, which are health enhancing. Educational experiences to produce health literate students with the ability to be critical thinkers and problem solvers, responsible and productive citizens, self-directed learners, and effective communicators will be the emphasis of the Health Education curriculum.~~

~~All faculty members will be informed of relevant facts pertaining to all facets of health education. Inservice programs will be established to help faculty be alert and informed of current information in relation to this area of study.~~

~~The School District recognizes that the first responsibility for the total health education of the child belongs to the parents. Yet, our society must be ready to accept its share of the responsibility. Steps shall be taken to ensure that the special knowledges, skills, interests, and responsibilities of the School District and related community agencies are recognized and utilized in the school's program of health education.~~

~~A Health Curriculum will include instruction in the six priority health risk behaviors identified by the Centers of Disease Control: Tobacco Use, unhealthy dietary behaviors, inadequate physical activity, alcohol and other drug use, sexual behaviors that may result in HIV infection, other sexually transmitted diseases, and unintended pregnancies, behaviors that may result in violence and unintentional injuries.~~

~~References: MS 122A.66~~

~~Adopted: 12-12-72 ISD 709~~

~~Revised: 06-20-95~~

~~10-19-04 ISD 709~~

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

### I. PURPOSE

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

#### 1. Contracts

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

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

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

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

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

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

#### 2. Professional Services

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

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

**Cross References:** 725R Requests for Proposals

Adopted: 09-21-1993 ISD 709  
Revised: 06-21-1994  
06-20-1995

02-17-1998  
02-23-2010 ISD 709

**I. PURPOSE**

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

1. Contracts

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

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

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

2. Professional Services

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

**Legal References:** ~~MSA 123.37 123B.52~~ Minn. Stat. §471.345 (Uniform Municipal Contracting Law)  
~~471.345~~ Minn. Stat. §123B.52 (Contracts)

**Cross References:** 725R Requests for Proposals

Adopted: 09-21-1993 ISD 709  
Revised: 06-21-1994  
06-20-1995

02-17-1998  
02-23-2010 ISD 709

**3075 725 BIDS / QUOTES / REQUESTS FOR PROPOSALS (RFP'S)**

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

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

2. Professional Services

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

**Legal References:** ~~MSA-123.37-123B.52~~ Minn. Stat. §471.345 (Uniform Municipal Contracting Law) — 471.345 Minn. Stat. §123B.52 (Contracts)

**Cross References:** 725R Requests for Proposals

Adopted: 09-21-1993 ISD 709  
Revised: 06-21-1994  
06-20-1995  
02-17-1998  
02-23-2010 ISD 709

**Monthly Committee of the Whole Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Monday, March 4, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. AGENDA ITEMS**

**A. Action Items - Consent Agenda**

1) Presentation Items Requiring Approval

2) Resolutions

3) Other Action Items

**B. Informational Items**

1) Presentations

a. **Annual Compliance of Concurrence and Non-Concurrence Overview of District Actions** 2

b. **Advancing Equity - American Indian Education and Achievements** 25

c. **Supporting Every Student - Modern Classroom** 40

d. **Improving Systems - Safety and Security Overview** 50

**C. Other**

**4. ADJOURN**

**5. Improving Systems - Safety and Security Overview**

## **COW Agenda Cover Sheet**

**Meeting Date:** March 4, 2024

**Topic:** Annual Compliance of Concurrence and Non-Concurrence Overview

**Presenter(s):** Anthony Bonds, Assistant Superintendent and Jen Garbow, Coordinator for the Office of American Indian Education

**Attachment (yes or no):** Yes

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

District leadership will provide a brief overview of Annual Compliance of Concurrent and Non-Concurrence, mid-year update of actions steps for the 2022-2023 non-concurrence, and review the recommendations from the 2023-2024 vote of non-concurrence.

## Annual Compliance Overview

[Minnesota Statutes 2023, section 124D.78](#) requires Minnesota districts, charters, and tribal schools with 10 or more American Indian students to have an American Indian Parent Advisory Committee (AIPAC). Specifically, the statute cites that school boards and American Indian schools must provide for the maximum involvement of parents and children enrolled in education programs, programs for elementary and secondary grades, special education programs, and support services.

To be compliant with this statutory requirement, districts, charters, and tribal schools are required to submit annual compliance documents to the Office of American Indian Education (OAIE) by March 1 of each year. Also known as the vote of concurrence or nonconcurrence, annual compliance is a valuable opportunity for American Indian Parent Advisory Committee members to meet and discuss whether or not they concur with the educational offerings that have been extended by the district to American Indian students.

## The Vote and Resolution

If the AIPAC finds that the district and/or school board have been meeting the needs of American Indian students, they issue a vote and resolution of concurrence. If they find that the district and/or school board have not been meeting the needs of American Indian students, they issue a vote and resolution of nonconcurrence. This vote is formally reflected on the annual compliance documents. Members of the AIPAC must present the vote and resolution to the school board.

If the vote is one of nonconcurrence, the AIPAC must provide written recommendations for improvement to the school board at the time of the presentation. The school board then has 60 days in which to respond in writing to the AIPAC recommendations. A copy of this written response must be provided to the OAIE.

## Completing and Submitting the Documents

***The following items are required when submitting annual compliance:***

- ✓ The annual compliance/vote of concurrence or nonconcurrence document.
- ✓ The AIPAC resolution document.
- ✓ The AIPAC roster and district employee sign-in sheet (available to download on the OAIE webpage).
- ✓ The American Indian Education Aid Program Plan Review.

***All items are fillable PDF forms. When completing, remember to:***

- Include the district or school name and identifying number.
- Place a check mark or X next to the applicable vote.
- Include all dates as indicated.
- Add all signatures as required. *\*Digital signatures are accepted.*
- Use the drop-down menu in the roster to select the appropriate committee member options.

***The District or School Does Not Have an AIPAC:***

Districts or schools that do not have an AIPAC are still required to complete this paperwork.

- Place a check mark or X next to “Does Not Have an AIPAC”.
- Obtain the signature of the superintendent or charter/tribal school director and the school board chair. The resolution page is not required.

***Submission Deadline:***

Email all required items **by March 1** to: [MDE.AIEA@state.mn.us](mailto:MDE.AIEA@state.mn.us)

# Annual Compliance/Vote of Concurrence or Nonconcurrence

District, Charter, or Tribal School Name: \_\_\_\_\_

## The American Indian Parent Advisory Committee Vote

### \_\_\_\_\_ *The AIPAC Issued a Vote of Concurrence*

Date of Concurrent Vote: \_\_\_\_\_

Date the AIPAC presented to the school board: \_\_\_\_\_

### \_\_\_\_\_ *The AIPAC Issued a Vote of Nonconcurrence*

**A vote of nonconcurrence** requires the AIPAC to provide specific written recommendations for improvement to the school board. The school board is required to respond in writing to each recommendation within 60 days of the recommendations being put forth. The school board must provide this written response to both the AIPAC and to the Office of Indian Education.

Date of Nonconcurrent vote: \_\_\_\_\_

Date the AIPAC presented to the school board: \_\_\_\_\_

Date the written response from the school board is due: \_\_\_\_\_

### \_\_\_\_\_ *The District/School Does Not Have an AIPAC*

The district has not yet formed an AIPAC, but recognizes the need to do so in order to remain compliant with Minnesota Statutes, section 124D.78. By signing below, the district/school leadership commits to working with the Office of American Indian Education on committee formation.

## Required signatures

*\*Digital signatures are accepted*

\_\_\_\_\_  
*School Board Chairperson* *Date*

\_\_\_\_\_  
*Superintendent or Charter/Tribal School Director* *Date*

\_\_\_\_\_  
*AIPAC Chairperson* *Date*

## The American Indian Parent Advisory Committee Resolution

**WHEREAS**, the school board or district has an AIPAC composed of parents/guardians of American Indian children who are eligible for Indian education programs, American Indian language and culture teachers and paraprofessionals, American Indian teachers, American Indian counselors, American Indian adults enrolled in educational programming, and American Indian representatives from community;

**WHEREAS**, the school board or district affords the AIPAC the necessary information and the opportunity to effectively express their views concerning all aspects of American Indian education and the educational needs of the American Indian children enrolled in the school(s) and program(s); and,

**WHEREAS**, the AIPAC is directly involved with and advises the school board and district staff on Indian Education program planning; and,

**WHEREAS**, the AIPAC develops and submits recommendations to the school board and district staff pertaining to the needs of American Indian students.

**THEREFORE BE IT RESOLVED**, that the AIPAC concurs that the school board and district are compliant with Minnesota Statutes, section 124D.78, and that the school board and district are meeting the needs of American Indian students.

\_\_\_\_\_ **We, the American Indian Parent Advisory Committee**, issue a **Vote of Concurrence**. We attest that the school board and/or district are compliant with Minnesota Statutes and that the school board and/or district are meeting the needs of American Indian students; **or**,

\_\_\_\_\_ **We, the American Indian Parent Advisory Committee**, issue a **Vote of Nonconcurrence**. We attest that the school board and/or district are not compliant with Minnesota Statutes and that the school board and/or district are not meeting the needs of American Indian students. We have provided written recommendations for improvements to the school board, and we acknowledge that the school board has 60 days from the receipt of these recommendations in which to respond, in writing, to each recommendation.

---

*AIPAC Chairperson Printed Name and Signature*

---

*Date*

# American Indian Education Aid Program Plan Review

This document serves as the foundation for how your district is fulfilling the measurable goals of the program plan, reviewed and approved by the Office of American Indian Education at the Minnesota Department of Education. This document is necessary to submit with your compliance documentation and eligibility for American Indian Education Aid next year.

[Minnesota Statutes 2022, section 124D.81, subdivision 3.](#) **Additional requirements.**

Each district receiving aid under this section must each year conduct a count of American Indian children in the schools of the district; test for achievement; identify the extent of other educational needs of the children to be enrolled in the American Indian education program; and classify the American Indian children by grade, level of educational attainment, age and achievement. Participating schools must maintain records concerning the needs and achievements of American Indian children served.

## Directions

This document should be shared with the American Indian Parent Advisory Committee (AIPAC) and district staff that work primarily with American Indian students. Both the AIPAC and district staff will meaningfully and authentically collaborate to complete this document which will be uploaded with your compliance documentation due to the Office of American Indian Education on March 1, 2024. Ultimately, this document is a portion of the Compliance documentation submitted to the Office of American Indian Education as required by [Minnesota Statutes 2022, 124D.78, subdivision 2.](#)

Using the approved American Indian Education Aid application that was submitted Fall 2023, communicate how the district has progressed towards all the goals outlined within each narrative that was provided for areas 1-6. Data should be shared with the AIPAC in order for the AIPAC to concur with the district plan. Additionally, the [Self-Assessment Rubric](#) for districts is another useful tool for AIPACs to understand programming and to vote on concurrence.

## Measurable Goals

These program details must align to [Minnesota Statutes 124D.81, subdivision 2.](#)

**Focus Area 1:** Support postsecondary preparation for pupils

**Focus Area 2:** Support the academic achievement of American Indian students

**Focus Area 3:** Make curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils

**Focus Area 4:** Provide positive reinforcement of the self-image of American Indian pupils

**Focus Area 5:** Develop intercultural awareness among pupils, parents, and staff

**Focus area 6:** Supplement (not supplant) state and federal educational and co-curricular programs

Focus Area	Measurable Goal	Progress towards Goal	Is Progress sufficient for concurrence?
Support postsecondary preparation for pupils			
Support the academic achievement of American Indian students			

Focus Area	Measurable Goal	Progress towards Goal	Is Progress sufficient for concurrence?
Make curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils			
Provide positive reinforcement of the self-image of American Indian pupils			
Develop intercultural awareness among pupils, parents, and staff			
Supplement (not supplant) state and federal educational and co-curricular programs			

## Approval

---

*AIPAC Chairperson* *Date*

---

*Director of Indian Education* *Date*

## Contact us

For more information, please visit our website at <https://education.mn.gov/MDE/dse/indian/parent/>

Please submit this documentation to: [MDE.AIEA@state.mn.us](mailto:MDE.AIEA@state.mn.us)

## The American Indian Parent Advisory Committee (AIPAC) Roster

### About Membership

Per [Minnesota Statutes, section 124D.78, subdivision 3](#), *The American Indian Parent Advisory Committee must be composed of parents or guardians of American Indian children eligible to be enrolled in American Indian education programs; American Indian secondary students; American Indian family members of students eligible to be enrolled in American Indian education programs; American Indian language and culture education teachers and paraprofessionals; American Indian teachers; American Indian district employees; American Indian counselors; adult American Indian people enrolled in educational programs; and American Indian community members. The majority of each committee must be the parents or guardians of the American Indian children enrolled or eligible to be enrolled in the programs.*

### About the Roster and Sign-in Sheet

The AIPAC roster is for committee members only. This form is electronic and fillable. You **must** include the committee member's name, email, and phone in the first column. Subsequent columns contain a drop-down menu option. Select the best option for each particular committee member.

The sign-in sheet for district, charter, or Tribal contract school employees is also fillable. School personnel often participate in committee meetings and serve as a bridge between the committee and the district, charter, or Tribal contract school, helping to navigate school processes while furthering the goals and initiatives of the committee members. Employee participation levels vary depending on the district, charter school, or Tribal contract school. If an employee identifies as American Indian, they are eligible to serve as a voting committee member and may be included on the roster, rather than the district, charter school, or Tribal contract school sign-in sheet.

### Submission

Fall: For districts, charter schools, or Tribal contract schools participating in the American Indian Education Aid program: [MDE.AIEA@state.mn.us](mailto:MDE.AIEA@state.mn.us)

March 1: As part of the AIPAC and district, charter school, or Tribal contract school Annual Compliance process: [MDE.AIEA@state.mn.us](mailto:MDE.AIEA@state.mn.us)

# American Indian Parent Advisory Committee Member Roster

Committee Member Name, Email, and Phone	American Indian	Committee Member Role	Primary Area of Representation
10		133	331

Committee Member Name, Email, and Phone	American Indian	Committee Member Role	Primary Area of Representation

# District, Charter, or Tribal Contract School Employee Sign-in Sheet

Employee Name, Email, and Phone	Employee Title

**2022/23 RESOLUTION OF CONCURRENCE AND NON-CONCURRENCE**

AIMS	GOALS	REASONS FOR NONCONCURRENCE	PROGRESS	RECOMMENDATIONS
KINDERGARTEN READINESS	Increase the number of American Indian students/families in Early Childhood programs to be prepared and ready for Kindergarten. Increase knowledge of cultural differences/similarities of staff to have a safe beginning place for American Indian Students within DPS.	Lack of American Indian teachers/staff in the Early childhood level to provide ongoing culturally relevant support to families and students. {Approximately 2 known teachers of color.} Lack of culturally relevant curriculum district wide.	Oshki-Inwewin was implemented in the Fall of 2021-22 School year. We currently have 18 American Indian students participating in this program. We have 2 staff who Identify as American Indians working within Oshki-Inwewin. All students were top performers on our End of Year Assessments of 4 year olds. Students scored 100% in 4 out of 5 domains, including language and literacy. The fourth domain, approaches to learning, All students scored 90%.	Continue to train all staff on culturally inclusive strategies to ensure Early Childhood programs are providing Ojibwe language and culturally relevant programming. Look at hiring practices and recruitment with Headstart and Human Resources. Integrate culture and language throughout Headstart programs beyond Oshki-Inwewin.
READ WELL BY GRADE THREE	Increase the number of American Indian students to reading at grade level by third grade. Increase culturally appropriate resources/references in the curriculum so our students see themselves in school/curriculum.	American Indian students still continue to score low on reading assessments. 2021-22 data shows that 23.1 % American Indian students are proficient in reading by 3rd grade.	Curriculum Department purchased books for the Misaabekong Ojibwe Immersion program. ELA content specialist selected indigenous-focused books that were tied to Wonders curriculum and distributed them to K-5 teachers. (Note: Some of those books were purchased by the AIE program)	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists and teachers/staff on culturally specific curriculum resources and provide those resources to teachers/students.
CLOSING THE ACHIEVEMENT GAP	Increase American Indian Student Achievement	American Indian students continue to score low on Math assesments. 2021-22 data shows that 12.9% American Indian students are proficient in Math.	AIE program coordinator will continue working with Elementary and Secondary Content Specialist and the staff development coordinator planning on-going opportunities for Math teachers and interventionists focused on Best Practices for American Indian students.	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists and teachers/staff on culturally specific curriculum resources and provide those resources to teachers/students.

	Increase American Indian Student Achievement	American Indian students continue to score low on Reading assessments. 2021-22 data shows that 27.5 % American Indian students are proficient in Reading.	ELA specialist worked with the Coordinator of AIE and OEE to identify culturally appropriate books for teachers to utilize. Antibias training was done district-wide. DPS is working on providing classrooms with diverse classroom libraries. The Coordinator of AI Education has been a part of the process to choose books for Misaabekong classrooms.	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists on culturally specific curriculum resources and provide those resources to teachers/students.
	Make sure all teachers are aware of, knowledgeable, and teach the American Indian State Standards	Non-inclusive or inappropriate curriculum on American Indians. Not all teachers are teaching (and/or may not be aware of) American Indian State Standards	American Indian-focused State Standards have been shared with Content Specialists. The Coordinator of AI Educaion has been working with Dale U on getting resources. Focusing on 2 content areas each year. We are continuing with Math and ELA and adding Science.	Continue the work of American Indian-focused State Standards implementation that began in 2018. Bring awareness to teachers through content area meetings on the American Indian-focused state standards and tie resources and training to teachers. Work with the AIHSL in this process, they are a great resource. - Science Content Specialist is working with Memegwesiikweto create lessons to address American Indian-focused state standards. -Funding has been secured to provide classroom libraries to teachers that include culturally-responsive texts that will include American Indian literature. -The Curriculum Review and Adoption process has been revised to include more purposeful review and adoption of curriculum that is more representative and inclusive of American Indian students.

GRADUATION	Raise Graduation rates for American Indian students	All students reach 85% graduation rate by 2020	American Indian students graduation rates for 201-22 are 45.16% (4 year) and 65.7 % (7 year)	Identify and begin implementation of specific culturally responsive strategies and instruction focusing on meeting the unique educational or culturally needs of American Indian Students. Focus on the culture of the school, if they feel safe and welcome at school they will attend and be more engaged. Provide Check & Connect to ALL AI students.
OTHER ITEMS	Increase staff and student knowledge of American Indians original to the area.	Lack of cultural awareness and history of local tribes such as Ojibwe and Dakota. Also lack of understanding of why there is an American Indian Education Department.	Science Standards: 3rd grade is implementing new science standards specifically to AI students. Misaabekong developing a modern classroom. Blair Powless has been working on a histororaphy and American Indian lessons that have been implemented into East High School last school year. He will continue to work with the other Hlgh Schools to implement the lessons. DPS has increased his contract hours and pays for the additional hours.	Provide an American Indian Curriculum Specialist or Instructional Coach.

**Duluth Public Schools  
Tribal Consultation - March 2024**

**Kindergarten Readiness**

**2022-2023 Resolution of Concurrence and Non-Concurrence**

<b>Goal</b>	Increase the number of American Indian students/families in Early Childhood programs to be prepared and ready for Kindergarten. Increase knowledge of cultural differences/similarities of staff to have a safe beginning place for American Indian Students within DPS.
<b>Reason for Non-Concurrence</b>	Lack of American Indian teachers/staff in the Early childhood level to provide ongoing culturally relevant support to families and students. {Approximately 2 known teachers of color.} Lack of culturally relevant curriculum district wide.
<b>Progress from Previous Year</b>	Oshki-Inwewin was implemented in the Fall of 2021-22 School year. We currently have 18 American Indian students participating in this program. We have 2 staff who identify as American Indians working within Oshki-Inwewin. American Indian students were top performers on our End of Year Assessments of 4 year olds. Students scored 100% in 4 out of 5 domains, including language and literacy. The fourth domain, approaches to learning, American Indian students scored 90%.
<b>Recommendations</b>	Continue to train all staff on culturally inclusive strategies to ensure Early Childhood programs are providing Ojibwe language and culturally relevant programming. Look at hiring practices and recruitment with Headstart and Human Resources. Integrate culture and language throughout Head Start programs beyond Oshki-Inwewin.

**2023-2024 Action Plan for Addressing Non-Concurrence**

<b>Response from School Board</b>	We are expanding seasonal Ojibwe language and cultural practices to all preschool classrooms. We are providing opportunities for culturally relevant family engagement. We have made the Oshki-Inwewin teaching position a TOSA position, so we are able to identify the best fit among applicants. The Preschool equity team has merged with the Education Equity Advisory Committee to de-silo preschool equity conversations and initiatives in our community
<b>Action Steps</b>	Implement seasonal Ojibwe language and activities in all preschool classrooms, including 2 nutrition experiences. Provide culturally relevant family engagement activities at Oshki-Inwewin. Continue to build connections with families and community organizations to enrich cultural experiences at Oshki-Inwewin, and explore ways to expand such activities across all classrooms. Provide staff with PD to support culturally relevant programming. Early Childhood Family Education: Added an additional Parent Educator to ECFE certified staff to enhance outreach efforts to bring parenting education to families we aren't currently engaging with. These outreach efforts include identifying needs of AI families with young children, to enhance current parenting and early childhood programming in Early Childhood Family Education (ECFE) to promote engagement/enrollment/belonging, and to create partnership with other departments or community agencies who work with families of AI children.
<b>Mid-Year Progress Update</b>	Preschool has implemented the incorporation of some Ojibwe language across the program, under the guidance of Michelle Goose, Oshki-Inwewin parent. We have created nutrition lessons for wild rice and maple sugar, purchased from Spirit Lake Native Farms, along with literature written and produced by the Fond du Lac Head Start. Early Childhood Family Education staff have been attending Family Dinner events at AICHO with resources and activities for children. Other outreach efforts in process, staff hired has been out on medical but stays in contact with individuals/agencies and attends some virtual meetings to address needs or to inform program planning for 24/25 and work on acquiring classroom books, activities, toys and other materials that reflect families in the community.

**Duluth Public Schools  
Tribal Consultation - March 2024**

**Reading Well By Third Grade**

**2022-2023 Resolution of Concurrence and Non-Concurrence**

<b>Goal</b>	Increase the number of American Indian students reading at grade level by third grade. Increase culturally appropriate resources/references in the curriculum so our students see themselves in school/curriculum.
<b>Reason for Non-Concurrence</b>	American Indian students still continue to score low on reading assessments. 2021-22 data shows that 25% American Indian students are proficient in reading by 3rd grade.
<b>Progress from Previous Year</b>	The Curriculum Department purchased books for the Misaabekong Ojibwe Immersion program. The English Language Arts content specialist selected indigenous-focused books that were tied to Wonders curriculum and distributed them to K-5 teachers (Note: Some of those books were purchased by the American Indian Education program).
<b>Recommendations</b>	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists and teachers/staff on culturally specific curriculum resources and provide those resources to teachers/students.

**2023-2024 Action Plan for Addressing Non-Concurrence**

<b>Response from School Board</b>	Curriculum Coordinator met with Content Specialists to review MN Academic Standards relating to Minnesota American Indian Tribes. Our next step is to work with the Office of Education Equity and Office of American Indian Education to provide training on culturally responsive resources that can be embedded into written curriculum and shared with teachers/students. We have an Achievement & Integration strategy to provide culturally relevant intervention and curricular materials to students at Myers Wilkins. At our Immersion school through the Achievement & Integration plan, we have cultural immersion paraprofessionals working within those classrooms to support the academic needs of our immersion program students.
<b>Action Steps</b>	241 classroom libraries focused on culturally diverse texts including American Indian were distributed in the Spring of 2023. K-5 general education classrooms and 6-12 English Language Arts classrooms. The books were diverse and all grade levels received multiple books with American Indian representation. The curriculum department worked with Misaabekong teachers to select appropriate books. We are expanding to SpEd resource rooms and setting 3 classrooms 2023/24, which include American Indian representation texts.
<b>Mid-Year Progress Update</b>	The Curriculum Coordinator has started professional learning with Content Specialists around culturally responsive education that can be utilized during curriculum development. The lead interventionist is collaborating with teachers and paraprofessionals in the Misaabekong immersion program to design and implement data-based literacy interventions in the language of instruction that meet the needs of immersion students.

**Duluth Public Schools  
Tribal Consultation - March 2024**

**Achievement Gap**

**2022-2023 Resolution of Concurrence and Non-Concurrence**

<b>Goal</b>	Increase American Indian student achievement.
<b>Reason for Non-Concurrence</b>	American Indian students continue to score low on math assessments. 2021-22 data shows that 17.5% American Indian students are proficient in math.
<b>Progress from Previous Year</b>	American Indian Education program coordinator will continue working with Elementary and Secondary Content Specialists and the staff development coordinator planning on-going opportunities for Math teachers and interventionists focused on Best Practices for American Indian students. 2022-23 data shows that 18.4% American Indian students are proficient in Math, which is a +.9%
<b>Recommendations</b>	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists and teachers/staff on culturally specific curriculum resources and provide those resources to teachers/students.

**2023-2024 Action Plan for Addressing Non-Concurrence**

<b>Response from School Board</b>	Curriculum Coordinator met with Content Specialists to review MN Academic Standards relating to Minnesota American Indian Tribes. Our next step is to work with the Office of Education Equity and Office of American Indian Education to provide training on culturally responsive resources that can be embedded into written curriculum and shared with teachers/students. The Curriculum, Instruction, and Assessment team has been actively pursuing a grant to further American Indian students exposure to STEM opportunities.
<b>Action Steps</b>	Plan to provide training on culturally responsive resources embedded in written curriculum and shared with teachers/students. Achievement & Integration strategy provides culturally relevant intervention and curricular materials to Myers-Wilkins students. The immersion program has cultural immersion paraprofessionals working within classrooms supporting academic needs of immersion students. The American Indian Standards are now embedded in each Academic Standards area. Science is specifically working with American Indian Education to create lessons for those standards. Content Committees are tasked to review the American Indian standards as part of the committee process.
<b>Mid-Year Progress Update</b>	Grant with the National Science Foundation was approved in the fall of 2024. A Computer Science coordinator was assigned and is working collaboratively with the Computer Science for All program to support STEM opportunities and camps for American Indian students. The Curriculum Coordinator has started professional learning with Content Specialists around culturally responsive education that can be utilized during curriculum development.

**Duluth Public Schools  
Tribal Consultation - March 2024**

**Achievement Gap**

**2022-2023 Resolution of Concurrence and Non-Concurrence**

<b>Goal</b>	Increase American Indian student achievement.
<b>Reason for Non-Concurrence</b>	American Indian students continue to score low on reading assessments. 2021-22 data shows that 27.53% American Indian students are proficient in reading.
<b>Progress from Previous Year</b>	The English Language Arts specialist worked with the Coordinator of American Indian Education and Office of Education Equity to identify culturally appropriate books for teachers to utilize. Anti-bias training was done district-wide. Duluth Public Schools is working on providing classrooms with diverse classroom libraries. The Coordinator of American Indian Education has been a part of the process to choose books for Misaabekong classrooms. 2022-23 data shows 33.6% American Indian students are proficient in Reading, which is a +6.3%.
<b>Recommendations</b>	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists on culturally specific curriculum resources and provide those resources to teachers/students.

**2023-2024 Action Plan for Addressing Non-Concurrence**

<b>Response from School Board</b>	Curriculum Coordinator met with Content Specialists to review MN Academic Standards relating to Minnesota American Indian Tribes. Our next step is to work with the Office of Education Equity and Office of American Indian Education to provide training on culturally responsive resources that can be embedded into written curriculum and shared with teachers/students. The Office of Education Equity, through an Achievement & Integration strategy, provides culturally relevant intervention and curricular material to students at Myers-Wilkins to ensure students, teachers and classrooms have access to culturally relevant learning materials.
<b>Action Steps</b>	Plan to provide training on culturally responsive resources embedded in written curriculum and shared with teachers/students. Achievement & Integration strategy provides culturally relevant intervention and curricular materials to Myers-Wilkins students. The immersion program has cultural immersion paraprofessionals working within classrooms supporting academic needs of immersion students. Check and Connection qualifying thresholds have been reviewed and updated to better address the achievement gap of our AI and Special Education students, allowing us to support more American Indian students through Check and Connect.
<b>Mid-Year Progress Update</b>	The Curriculum Coordinator has started professional learning with Content Specialists around culturally responsive education that can be utilized during curriculum development.

**Duluth Public Schools  
Tribal Consultation - March 2024**

**Achievement Gap**

**2022-2023 Resolution of Concurrence and Non-Concurrence**

<b>Goal</b>	Make sure all teachers are aware of, knowledgeable, and teach the American Indian state standards.
<b>Reason for Non-Concurrence</b>	Non-inclusive or inappropriate curriculum on American Indians. Not all teachers are teaching (and/or may not be aware of) American Indian state standards.
<b>Progress from Previous Year</b>	American Indian-focused state standards have been shared with Content Specialists. The Coordinator of American Indian Education has been working with Curriculum Coordinator on getting resources. Focusing on 2 content areas each year. We are continuing with Math and English Language Arts and adding Science.
<b>Recommendations</b>	Continue the work of American Indian-focused state standards implementation that began in 2018. Bring awareness to teachers through content area meetings on the American Indian-focused state standards and tie resources and training to teachers. Work with the AIHSL in this process, they are a great resource. Science Content Specialist is working with Memegwesiikwe to create lessons to address American Indian-focused state standards. Funding has been secured to provide classroom libraries to teachers that include culturally-responsive texts that will include American Indian literature. The Curriculum Review and Adoption process has been revised to include more purposeful review and adoption of curriculum that is more representative and inclusive of American Indian students.

**2023-2024 Action Plan for Addressing Non-Concurrence**

<b>Response from School Board</b>	Continue in the 23-24 school year to embed training and resources around the American Indian-focused state standards into district-wide Professional Learning Communities and content committee meetings. The Science Content Specialist will continue to work with Memegwesiikwe to ensure that science standards related to American Indian tribes are addressed in curriculum docs with lessons created for teachers. When content committees review curriculum and instructional materials, they will use checklists and rubrics provided in the procedural guide to make sure the curriculum is representative and inclusive of American Indian students.
<b>Action Steps</b>	State legislation was enacted for the 2023-24 school year. Districts were expected to provide instruction for a minimum of one hour on October 9, 2023 for Indigenous People's Day. Planning meetings were scheduled with content specialists and curriculum/student achievement coordinators. Content specialists helped plan and support teachers with content for lessons. Each content area used their American Indian focused state standards as a foundation for the content planned. The day concluded with a Round Dance for the community.
<b>Mid-Year Progress Update</b>	The Curriculum Coordinator has started professional learning with Content Specialists around culturally responsive education that can be utilized during curriculum development. During the planning for Indigenous Peoples' Day, the Content Specialists took part in learning around considerations for teaching and learning about Indigenous people and culture. Content Specialists used the considerations in planning lessons for the day.

**Duluth Public Schools  
Tribal Consultation - March 2024**

**Graduation**

**2022-2023 Resolution of Concurrence and Non-Concurrence**

<b>Goal</b>	Raise graduation rates for American Indian students.
<b>Reason for Non-Concurrence</b>	All students reach 85% graduation rate by 2020.
<b>Progress from Previous Year</b>	American Indian students' graduation rates for 201-22 are 45.16% (4 year) and 65.7 % (7 year). Tiered Fidelity Inventory (TFI) scores district wide using the Culturally Responsive Field Guide scored 48% in school year 22-23, with a goal of 55% in school year 23-24.
<b>Recommendations</b>	Identify and begin implementation of specific culturally responsive strategies and instruction focusing on meeting the unique educational or cultural needs of American Indian students. Focus on the culture of the school, if they feel safe and welcome at school they will attend and be more engaged. Provide Check & Connect to ALL American Indian students.

**2023-2024 Action Plan for Addressing Non-Concurrence**

<b>Response from School Board</b>	The district has committed to implementing PBIS district-wide and as a part of that, will be clearly articulating/clarifying the district's supports within each of the tiers. This will include taking an inventory of interventions being delivered, staff delivering them, criteria used for identification, ways progress will be monitored, etc. In addition, the district provided Check & Connect training to existing staff who work with American Indian students. Staff development will continue to identify and implement professional development focused on specific culturally responsive strategies for teachers and additional school staff through district wide professional development days.
<b>Action Steps</b>	PBIS training for school PBIS teams are scheduled for the year and have already begun (9/27; 9/27). PBIS & MDE are partnering with us on this work. The culturally responsive field guide will continue to also be a part of this work and will be revisited. Training on the culturally responsive field guide was provided last spring to admin and school SEB MTSS Coordinators to share with their PBIS teams. (for more information please see our SEB MTSS action card). All traditional sites will continue to conduct the Tiered Fidelity Inventory and School Climate Survey twice annually. In addition each school hired an SEB MTSS Coordinator last year and those coordinators are receiving bi-monthly team training and coaching by the district to support them with moving these efforts forward within their PBIS teams. This year the district requested that all schools reach out to their American Indian Home School Liaisons and Integration Specialists to consider adding them to their PBIS teams. Mental health therapy services continue to be provided through Fond Du Lac to Native American Students enrolled in FDL at schools at the following locations: Denfeld, Lincoln Park Middle School, Myers-Wilkins, and Laura MacArthur. American Indian Home School Liaisons and Integration Specialists will be trained in Check and Connect prior to the start of the school year.
<b>Mid-Year Progress Update</b>	American Indian Ed. Professional Development (created by Cutting Edge Teams) being provided this spring to a group of more than 30 staff with opportunities for the future to be offered widely. We have trained the majority of administrators, Integration Specialists, Am. Indian Home School Liaisons, and other Behaviorists in Restorative Practices (almost 200 as of this date). Check and Connect training was expanded to include our American Indian Home School Liaisons and Integration Specialists.

**Duluth Public Schools  
Tribal Consultation - March 2024**

**Other Items**

**2022-2023 Resolution of Concurrence and Non-Concurrence**

<b>Goal</b>	Increase staff and student knowledge of American Indians original to the area.
<b>Reason for Non-Concurrence</b>	Lack of cultural awareness and history of local tribes such as Ojibwe and Dakota. Also lack of understanding of why there is an American Indian Education Department.
<b>Progress from Previous Year</b>	Science Standards: 3rd grade is implementing new science standards specifically to AI students. Misaabekong developing a modern classroom. Blair Powless has been working on a histororaphy and American Indian lessons that have been implemented into East High School last school year. He will continue to work with the other HHigh Schools to implement the lessons. DPS has increased his contract hours and pays for the additional hours.
<b>Recommendations</b>	Provide an American Indian Curriculum Specialist or Instructional Coach.

**2023-2024 Action Plan for Addressing Non-Concurrence**

<b>Response from School Board</b>	The Curriculum, Instruction and Assessment team is intentionally working on building relationships with the American Indian Education Department to include diverse perspectives and support for teachers in including MN Standards related to American Indian Tribes.
<b>Action Steps</b>	Indigenous People's day planning meetings were scheduled with content specialists and curriculum/student achievement coordinators. Content specialists helped plan and support teachers with lesson content for the day. To help achieve this goal 14 classroom teachers attended the session Understand Native Minnesota Educator Academy. Throughout this professional development, our teachers were able to be immersed in Ojibwe history, language, and culture. This professional development offered our teachers the opportunity to bring knowledge to their students about the Ojibwe culture, language and history.
<b>Mid-Year Progress Update</b>	During the planning for Indigenous Peoples' Day, the Content Specialists took part in learning around considerations for teaching and learning about Indigenous people and culture.

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**American Indian Parent Advisory Committee**

Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, Minnesota 55811

29th February 2024

**ISD 709 SCHOOL BOARD**

Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, Minnesota 55811

This letter of support is intended to accompany the vote and resolution of non-concurrence that will be presented to the ISD 709 School Board on February 29, 2024.

Graduation rate is arguably the most objective and comprehensive metric to evaluate if the educational needs of students are being met. The most recent 4-year graduation rate for American Indian students as reported by Duluth Public Schools is 43.58\*. This graduate rate follows the flat graduation rate trend recorded by MDE in the Minnesota Report Card. Utilizing data-based decision making and a rudimentary risk assessment, **it is not likely** that an American Indian student entering 9th grade in the Duluth Public School District will graduate on time. Therefore, this AIPAC cannot concur that the educational needs of our American Indian students are being met.

This AIPAC is sensitive to the fact that there has been a significant change in leadership within the Duluth Public School District American Indian Education Department and we are motivated to support the district in meeting the unique educational and cultural needs of its American Indian students. We have convened, as a committee, to discuss the vote, the resolution statement, and formulate recommendations for improvement. Many of these recommendations may be currently in process but have been included as they are not easily identifiable.

- 
1. We recommend providing the opportunity for AIPAC committee members to tour all sites where we currently have American Indian Liaisons. We recommend inviting school board members to attend the tour alongside the advisory board. We recommend inviting other interested parties, i.e. the Duluth Indigenous Commission, to attend the tour.
  2. We recommend identifying transportation supports or a transportation alternative for American Indian students.
  3. We recommend PD for all staff w/ respect to American Indian history/culture/contributions.
  4. We recommend the HR Department create an action plan for recruitment/retention specific to American Indian teachers, administration and staff.
  5. We recommend trialing a pilot school w/i a school program to foster internal support and community for American Indian students.
  6. We recommend ensuring a manageable case-load ratio for American Indian Liaisons based on the most accurate count of American Indian students being served by the district.
  7. We recommend identifying a support person whose role it would be to collect and disseminate information re: opportunities for scholarships/career training and other opportunities for American Indian students who are both enrolled & descendants
  8. We recommend reserving dedicated space for the American Indian Education Program in Duluth Public Schools.
  9. We recommend dedicating district resources to directly support American Indian students' attendance and academics and utilizing American Indian Education funds to supplement the district plan goals.
  10. We recommend district funding to create two American Indian Curriculum, Academic and Integration Specialists to provide educational and cultural support.
  11. We recommend providing the AIPAC with regular updates, at least biannual updates, on growth and movement of goals that target American Indian students.
  12. We recommend that the district collaborate with its AIPAC to share and review data pertaining to American Indian students.

\*Source document - 2023 World's Best Workforce

## COW Agenda Cover Sheet

**Meeting Date:** March 4, 2024

**Topic:** Department of American Indian Education

**Presenter(s):** Jennifer Garbow: Coordinator of American Indian Education (presentation)

Amber Greensky: Chair of American Indian Education Parent Advisory Committee (Q & A and conversation)

**Attachment (yes or no):** PowerPoint

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

The Department of American Indian Education is in a time of transition and change. A new coordinator started in January and the American Indian Parent Advisory Committee (AIPAC) has reestablished itself. The department is in the process of strengthening existing goals, identifying and addressing barriers, and exploring new opportunities both within the district and with community partners.

# COMMITTEE OF THE WHOLE

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AMERICAN INDIAN EDUCATION DEPARTMENT

MARCH 5, 2024

JENNIFER GARBOW. COORDINATOR

# MISSION STATEMENT

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Duluth American Indian Education Program's mission is to promote youth leadership, provide academic support and encourage career development for American Indian students based on American Indian values, culture and language.



# JESSICA ROBARGE, AMERICAN INDIAN HOME SCHOOL LIAISON: LINCOLN PARK MS

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*What I like best about my job is watching our youth grow & navigate into young adulthood & being a positive role model for them.*



## JAMIE DE LA CRUZ, AMERICAN INDIAN HOME SCHOOL LIAISON: LOWELL & MYERS-WILKINS ELEMENTARY

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*The best part of my job is teaching students and staff about American Indian / Indigenous culture, history, and language.*



# SUSANNA MILLER, AMERICAN INDIAN HOME SCHOOL LIAISON: LAURA MACARTHUR & STOWE ELEMENTARY

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*The best thing I like about my job is helping  
the students with their academics.*



# JP RENNQUIST, AMERICAN INDIAN HOME SCHOOL LIAISON: DENFELD HS

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- *What I like about working for American Indian Education Department is getting to know all of our wonderful young people with all of their energy & life & possibility. I get the privilege of observing them & guiding them through these important times in their lives. And I am always deeply moved & overjoyed to be a part of the process of presenting them with their graduation Odemin sashes & watching them walk across the stage of the Denfeld Auditorium to receive their diplomas as graduating seniors.*



# ANTHONY BUGG: AMERICAN INDIAN HOME SCHOOL LIAISON ORDEAN EAST MS & EAST HS

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*The best part about my job is seeing my students smile & be happy when they see me. Knowing I am making an impact on their lives for the better & providing a safe haven for students to feel comfortable. Strongly encouraging my students that*  
**...YOU MATTER!**



# KANIKISA CORBIN: AMERICAN INDIAN HOME SCHOOL LIAISON PIEDMONT ELEMENTARY

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*The kids. They teach me something new everyday, & they make the hard parts of this job worth showing up for. Also, the work we do with students & their families. I genuinely enjoy working and advocating for students & their families.*



# MELANIE BLACK: OFFICE SUPPORT SPECIALIST SENIOR

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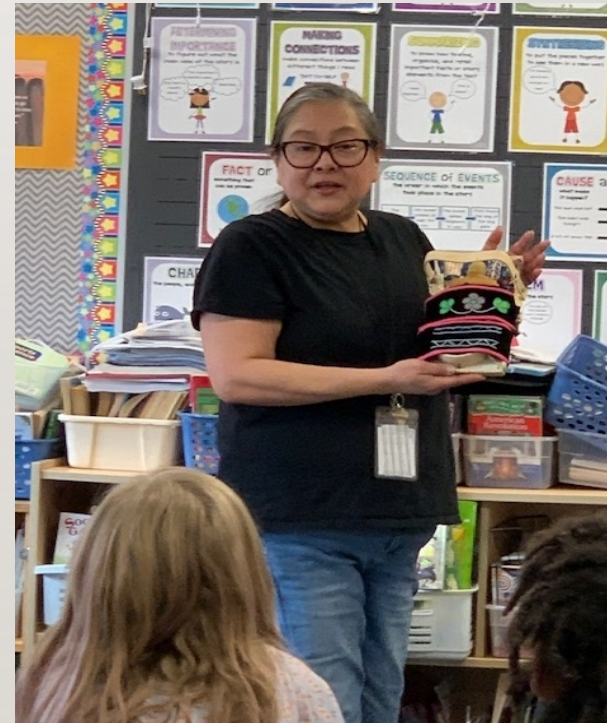
- *What I love most about my new job here.  
What I love most is my coworkers. They have made me feel so welcome and included. Every day I am happy to be here with my coworkers and the work we do for students.*



# CURRENT AIMS:

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- Kindergarten Readiness
- Read Well by Grade 3
- Closing the Achievement Gap
- Graduation
- Other items as identified



# EXPLORING NEW OPPORTUNITIES:

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- Credit recovery through service learning
- School within a School Denfeld
- Summer enrichment camps
- New partnerships
- Family & community engagement
- Growing the department



# AMERICAN INDIAN EDUCATION PARENT ADVISORY COMMITTEE (AIPAC)

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Due March 1<sup>st</sup>

- Vote Resolution of Concurrence/ Non-Concurrence
- Annual compliance documentation
- Resolution document
- AIPAC roster
- AIPAC meeting minutes



**CONNECTING  
DEPARTMENT AIMS WITH  
FAMILY & COMMUNITY  
ENGAGEMENT**

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***I LOVE TO READ MONTH!!***

AIPAC Event

Harrison Community Club



# MIIGWECH!!

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Conversation with Amber Greensky, AIPAC Chair  
Resolution of Concurrence/ Non-Concurrence



## COW Agenda Cover Sheet

**Meeting Date:** March 4, 2024

**Topic:** Modern Classroom Project

**Presenter(s):** Sally Weidt - Student Achievement Coordinator  
London Goode- Classroom Teacher

**Attachment (yes or no):** [Google Slides](#)

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

Duluth Schools is wrapping up the second year of training teachers on the Modern Classroom Project instructional model. This is a self paced, blended learning, mastery based instructional model. Ms. Goode will be sharing her experience having been trained and implementing this in her 5th grade classroom.

# Modern Classroom Project

Sally Weidt

Student Achievement Coordinator

41

164



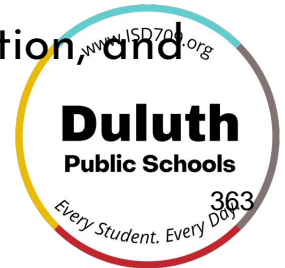
# What is Modern Classroom?

The Modern Classrooms Project is a nonprofit organization that leads a movement of educators in implementing a self-paced, mastery-based instructional model that leverages technology to foster human connection, authentic learning, and social-emotional growth.

**Blended** - teachers and students can use a variety of methods including but not limited to all digital and hard-copy forms of material for instruction

**Self-Paced** - students are able to work through material individually, in small groups, and sometimes large groups at a pace that suits their ability - teachers structure and chunk units of instruction

**Mastery-Based** - a standards based approach to learning, remediation, and enrichment



# Duluth Training and Impact

We began our partnership with MCP in the Summer of 2022. After the first year MCP was invested with us and supported the process for a Bush Foundation grant to cover half of our 2023 trainings. We have had additional offers of matched funding for 2024. This model allows teachers to meet the needs of students and student to have ownership and autonomy in their education.

196

Duluth Educators  
from all sites have  
participated in the  
mentorship program

2

Distinguished  
Modern Classroom  
Educators  
(7 in progress!)



# Feedback from Duluth Educators

"I think that it would be a **great program for our entire district** to invest in training for." - Susan Kratsch, Denfeld HS

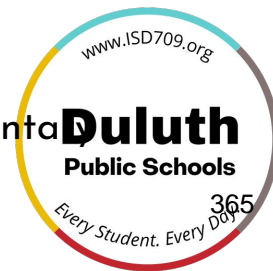
"Want to know a way to **reach more students more effectively**? Have I got a PD opportunity for you!" - John Hotaling, Denfeld HS

**"Take this course! I truly believe MCP will make teaching sustainable!** I'm a 30 year veteran teacher who wasn't sure I could stay in the field of teaching until retirement. MCP has given me hope that I can. There will be more up front work, but once I have my lessons, videos, practice pages, and mastery checks completed, I will have more time and energy to help my students every day and know that they are truly engaged in learning!" - Suzanne Marquardt, Ordean East MS

"Do it. It makes you think, and **it makes you grow.**" - Karen Tokarczyk, Stowe Elementary

<sup>44</sup>  
**"It will transform my teaching!"** - Megan Bennett, Lowell Elementary

<sup>167</sup>



# Feedback from Duluth Students

*Student feedback about what they “like” about work in a classroom that is self paced, mastery based, and blended instruction.”*

“I like that I can work at my own speed.”

“I like that my teacher can help me when I need help.”

“I like to rewatch the videos when I am stuck.”

“I like that we can work with our friends and solve problems together.”

“I know when I have mastered my lesson, I like that I can go into my pacing guide and what to do next.”

45

168



# Hear from a MCP Distinguished Teacher!

London Goode is a 5th grade teacher at Lowell.



*The MCP team noted that “Ms. Goode had “an incredible classroom” and has embraced every component of the MCP model. We observed small group instruction along with authentic, organic collaboration. Students were completely self-directed and independent in collecting materials and moving through the learning progression. Ms. Goode’s instructional videos were also exceptional, with multiple means of engagement.”*

See Ms. Goode’s virtual [classroom](#) with her student 169 lesson tracker.



# Student Impact on Achievement

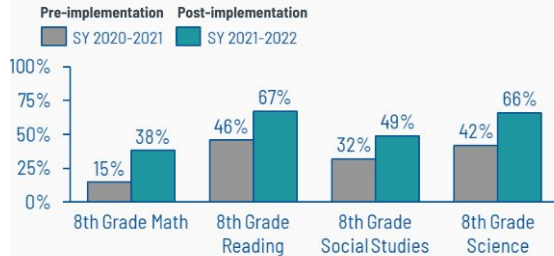
Students who have been in a MCP based project in the 23/24 school year will have their end of year 7th grade ELA results compared to the previous year scores (6th grade) at the end of 23/24. This will be comparing both the same group of students as well as the previous year 7th graders in the same sections.

## Impact on Student Academic Outcomes



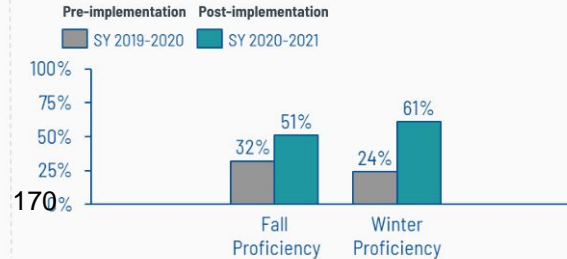
Gains in 8<sup>th</sup> grade academic proficiency on the state STAAR assessment after fully implementing our approach for one year

**Student Achievement Growth in STAAR**  
% of students meeting STAAR proficiency



Gains in K-8 academic proficiency on the Inspect Math Benchmark Assessment after implementing our approach for one year

**Student Achievement Growth in Math Benchmark Assessment**  
% of students meeting proficiency



# Questions?

48

171



# Further Information

- **MCP Free Online Course:**  
<http://learn.modernclassrooms.org>
- **Modern Classrooms Edutopia Videos:**  
[Secondary + Elementary](#)  
[Using Blended Learning to Teach Cursive](#)
- **Research and Impact:**  
[www.modernclassrooms.org/impact](http://www.modernclassrooms.org/impact)
- **Examples of Modern Classrooms:**  
[Exemplar Units](#)  
[Meet Modern Classrooms Educators](#)
- **Facebook Group:**  
[www.facebook.com/groups/modernclassrooms](http://www.facebook.com/groups/modernclassrooms)
- <sup>49</sup> **The Modern Classrooms Podcast:**  
<https://modernclassroomspodcast.fireside.fm/>

## MCP Spring 2023 Impact Slides for Duluth

**Duluth MCP Contact:**  
Sally Weidt  
[sally.weidt@isd709.org](mailto:sally.weidt@isd709.org)  
x2291



## **COW Agenda Cover Sheet**

**Meeting Date:** March 4, 2024

**Topic:** Safety and Security Update

**Presenter(s):** Taylor Dickinson, CSP  
Virginia and Brainerd Regional Manager with the Institute for Environmental Assessment, Inc.

**Attachment (yes or no):** PowerPoint

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

IEA representatives were requested to complete an assessment of current District security practices, including a review of the buildings, as well as the District's written Emergency Operations plan. Taylor will provide an update as to what the findings were and how improvements can and will be made to existing systems relating to emergency response.



# Safety & Security Assessment Review



Taylor Dickinson, CSP  
Virginia & Brainerd Regional Manager



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# IEA, Inc.

Institute for Environmental  
Assessment

Based out of Brooklyn Park

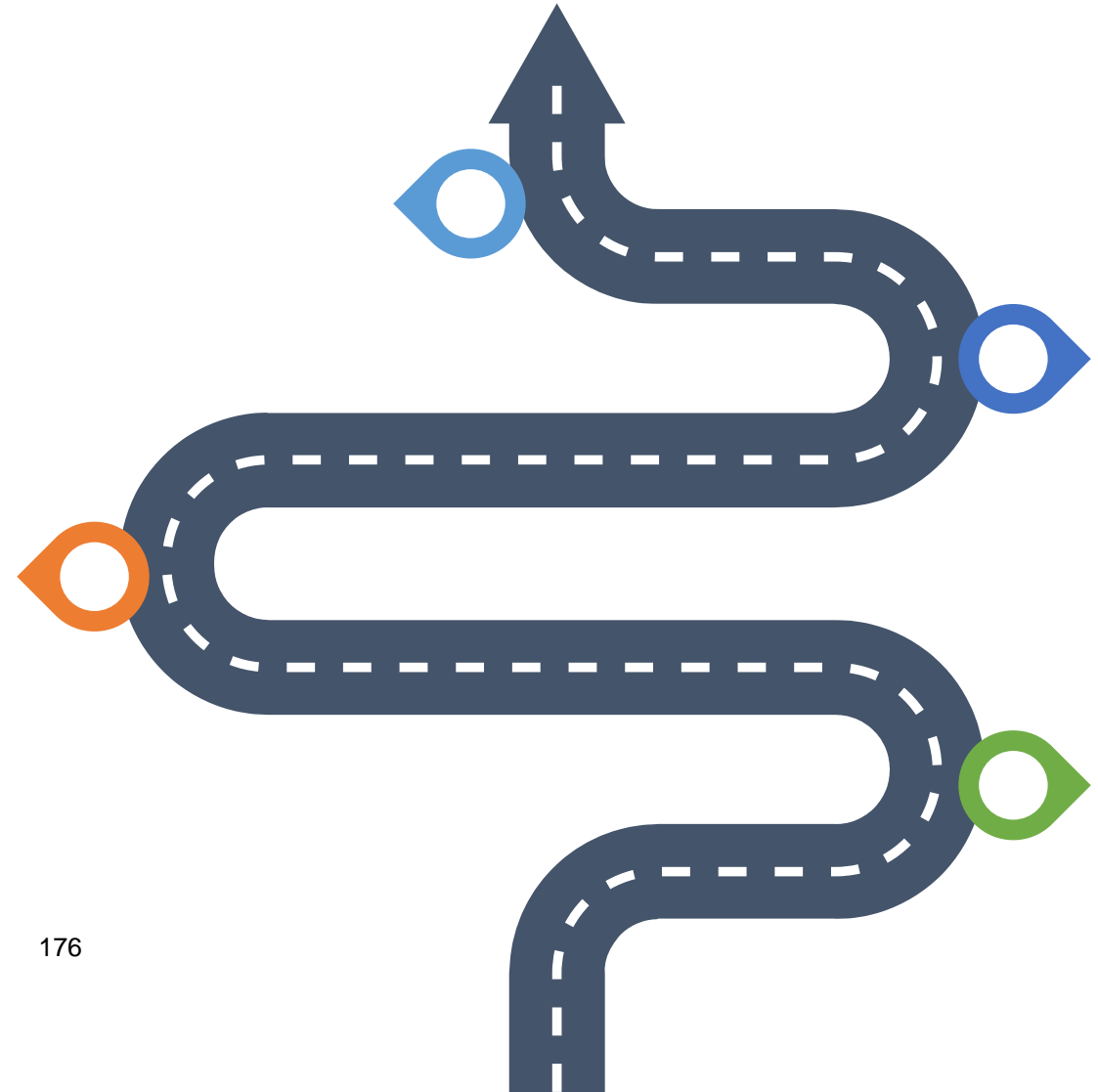
Satellite offices in Virginia, Brainerd,  
Marshall, Mankato, and Rochester

Providing Environmental, Health and  
Safety (EH&S) services to public and  
private organizations



# Goal

- Evaluate current systems
- Develop a plan to improve systems to unify the District
- Create an updated plan
- Implement and train on the plan
- Develop a maintenance plan





# What constitutes an emergency?

Gas leak, winter storm, fire, medical emergency, death of staff or student, verbal threat, weapons...

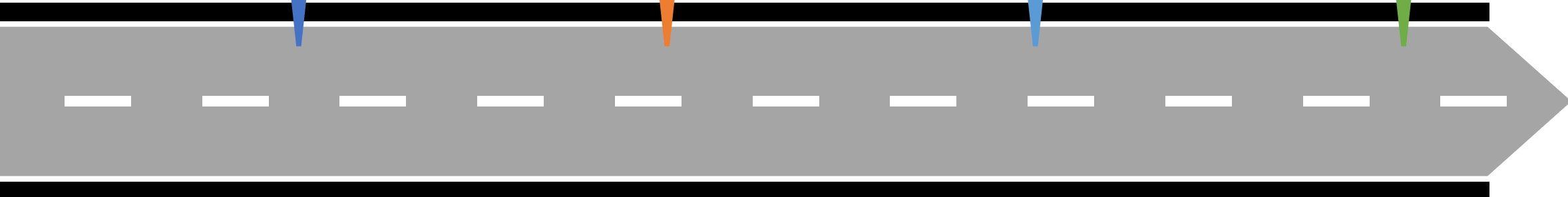
# Process

Physical Assessments

Review Districtwide Plan

Determine Action Plan

Implement



# Update

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# Assessment & Review of Current Plan

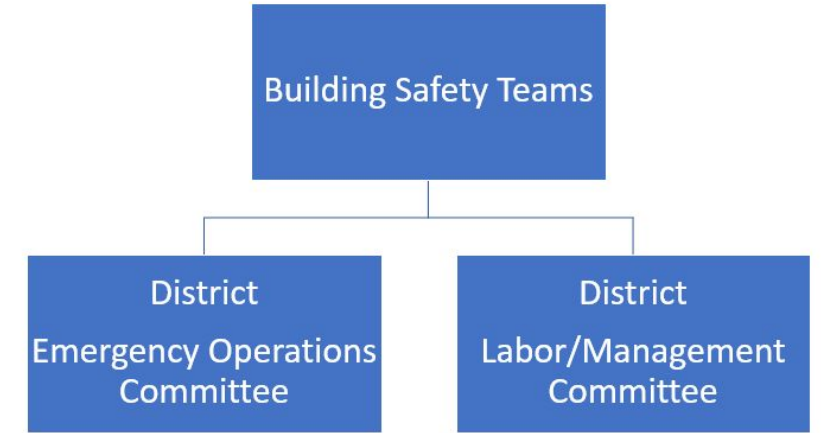
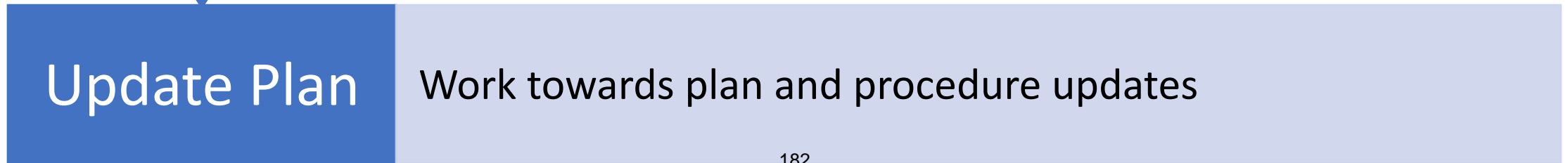
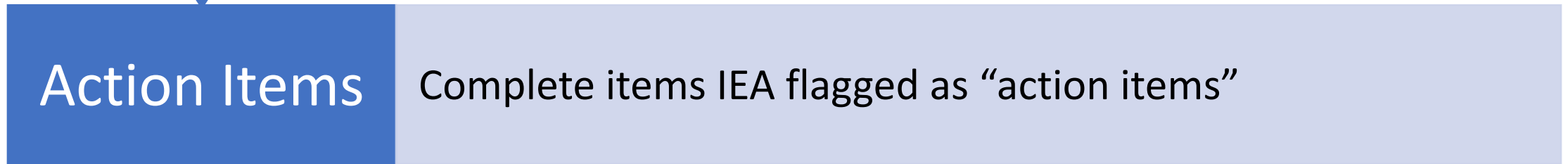
- Door management, including propping of doors and schedules of exterior doors
- Labeling and signage
- Visitor management
- Training for staff on procedures, processes, threat assessments, etc.
- Ensuring everyone is aware of available resources
- Establishing continuity between all district buildings



# Review of the Assessment

- Internal discussion was held to determine next steps
- Determined that the plan and procedures need updating

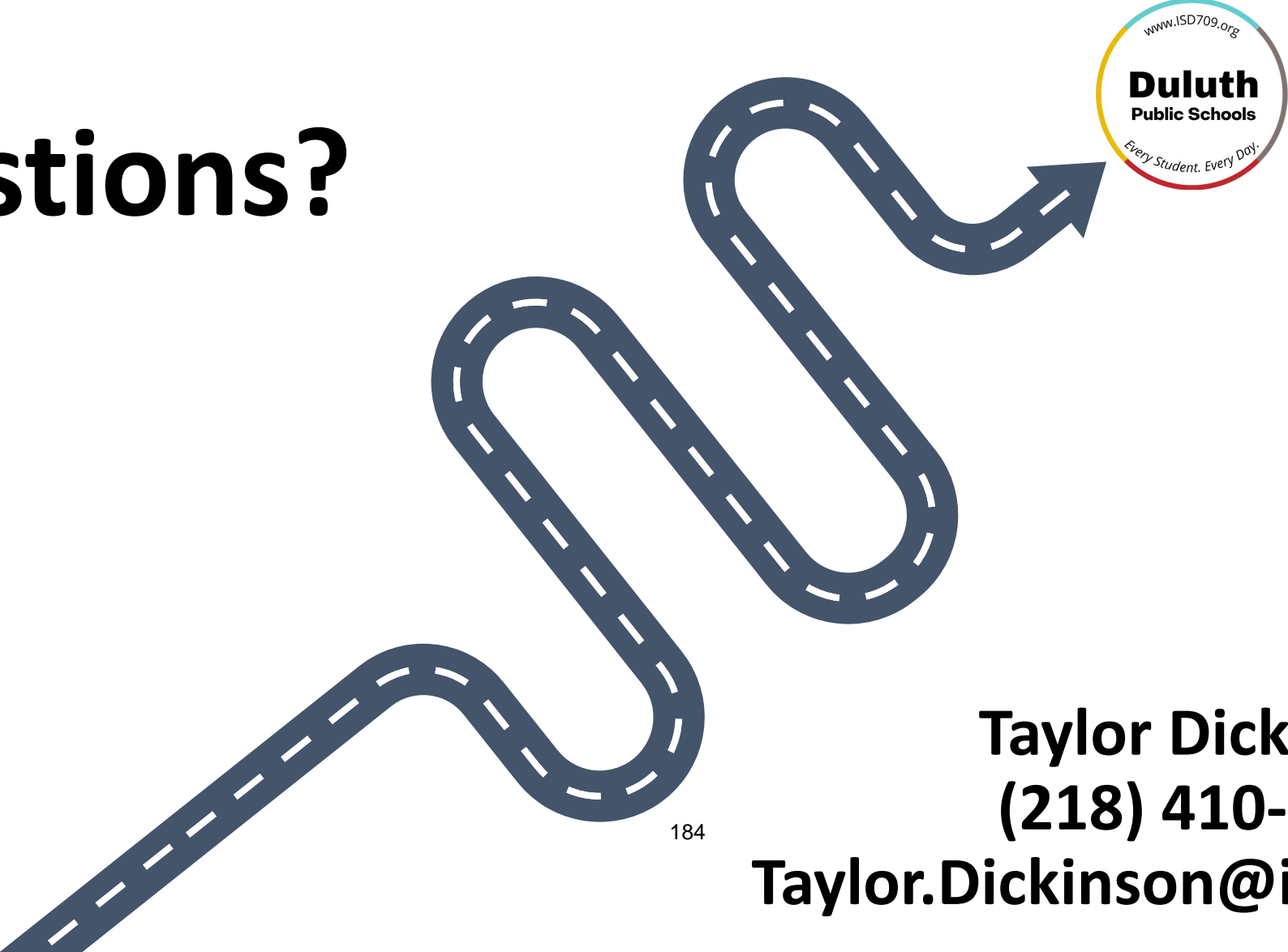
# Steps for Updating



# Timeline



# Questions?



**Taylor Dickinson**  
**(218) 410-9521**  
**Taylor.Dickinson@ieasafety.com**

**Policy Committee Meeting**  
Duluth Public Schools, ISD 709  
Agenda  
Monday, March 4, 2024  
District Services Center  
709 Portia Johnson Dr.  
Duluth, MN 55811  
3:30 PM

<b>1. AGENDA ITEMS</b>	
<b>2. POLICIES FOR FIRST READING - None</b>	
<b>3. POLICIES FOR SECOND READING</b>	
A. 811 Playground Installation and Maintenance (Deletion of 3045, 5115 & 7115)	2
B. 604 Instructional Curriculum (Deletion of 6041, 6125 & 6130)	21
<b>4. POLICIES FOR REVIEW</b>	
A. 3075 Requests for Proposals	38
<b>5. REGULATIONS - Informational</b>	
A. 604R Instructional Curriculum	39
B. 3075R Requests for Proposals	41
<b>6. OTHER</b>	

**811 PLAYGROUND INSTALLATION AND MAINTENANCE**

**I. PURPOSE**

The purpose of this policy is to establish criteria and procedures for the installation and maintenance of playgrounds on District operated property. This includes when community groups fundraise or apply for grants for playgrounds to be located on District owned property, for playgrounds that are installed by the District, and for playgrounds that are currently in place.

**II. GENERAL STATEMENT OF POLICY**

Duluth Public Schools recognizes the intrinsic value of playgrounds as essential components of the educational environment through fostering physical outdoor activities and social development. In alignment with encouraging play with students, the District is also committed to maintaining playgrounds to industry standards to protect the well-being of our students and community.

This policy is to establish the installation and maintenance procedures for playgrounds on District operated property.

**III. DEFINITIONS**

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  - 4. Nature walking trails are not considered playgrounds, unless there are man-made elements or naturally occurring elements that have been installed to act as play structures (stepping stones, balance beams, etc.) on/in the trail area. Should these elements mimic playground equipment and be installed on the nature trails, the elements are then evaluated using the criteria outlined in this policy.
  - 5. The policy and definition of "playground(s)" does not include amusement park equipment, sports or fitness equipment intended for children over the age of 12, soft contained play equipment, constant air inflatable play devices for home use, art and museum sculptures, water play equipment, nature garden spaces, loose items such as sand toys, sports equipment such as balls, or outdoor classroom spaces.

- a) Should play items be introduced onto the playground, the items must be maintained outside of the use zone.
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- C. "CPSI" is a Certified Playground Safety Inspector, a certification program facilitated by the National Recreation and Parks Association.

**IV. SAFETY STANDARDS**

- A. Duluth Public Schools requires all playgrounds regardless of installation dates to follow the following safety standards:
  - 1. United States Consumer Product Safety Commission, *Public Playground Safety Handbook*
  - 2. American Society for Testing and Materials (ASTM) F1487, F2373, F2075, F2223, F2479, F1951, F2049, and F1292.
- B. These standards include rules on surfacing materials, locations of playgrounds, equipment specific safety parameters, fall heights, and more.
- C. Play structures not complying with the above standards must have a certification from the International Play Equipment Manufacturers Association (IPEMA).
- D. All play structures on District operated property must be designated and properly designed for commercial use.

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- C. Repairs and modifications are required to be made within 90 days from the date of notification of the written report unless a different timeline is approved by Facility Manager

or Assistant Facility Manager. Should the CPSI identify any hazards that are deemed to be more immediate, a shorter timeline for repairs will be assigned.

- D. If repairs are not made within the 90 day allotment due to equipment delays, an order confirmation must be produced with an estimated arrival time.
- E. Once repairs are reported to have been completed, the CPSI will complete another inspection to verify repairs.
- F. If playgrounds are not compliant within 90 days of the initial inspection, the Facilities Department will remove the equipment or block from use unless a different decision or timeline is approved in writing by the Facility Manager or Assistant Facility Manager.

## **VI. ONGOING MAINTENANCE, REPAIRS, AND INSPECTIONS**

- A. Once the initial playground inspections are completed and playgrounds on District operated property are determined to be compliant, a regular inspection process is necessary to support safety.
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  - 1. Written reports are available upon request to the District Safety Coordinator.
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  - 1. Maintenance on the playgrounds is facilitated by the Utilities Department.
  - 2. The Facility Director or Assistant Facility Director will determine if the repair or maintenance work is best suited for volunteers willing to assist, in house staff and/or contractors.
  - 3. If an external group has indicated interest in being involved in ongoing maintenance and repairs to the playground, the Facility Director or Assistant Facility Director will collaborate with the group's point of contact if the work needing to be completed is suitable for volunteers.
- E. When replacement equipment is necessary:

1. For commercially made equipment, it must be ordered from the correct manufacturer to match the current play structure
2. Records of purchase and installation must be maintained by the Facilities Department
3. Replacement components must be approved by the Facilities Department.
4. Repairs must not create additional hazards during the repair process.

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- E. A District-contracted CPSI will review the submitted documents and provide written feedback from a regulatory standpoint.

- F. The Facility Manager will provide written feedback to ensure the playground can be properly maintained, and that the structure is in a location that does not impede future building plans, utilities, or maintenance activities, such as snow removal, drainage, etc.
- G. Written responses will be reviewed with the interested party. The Facility Manager will make a final determination within 90 days of submission through consideration of the CPSI review, impact on District facilities, cost to the District for ongoing maintenance, and liabilities of such installation. The final determination will also include a revised cost estimate to include an estimated 10% of the project cost in change orders.
- H. Should approval be denied, interested parties may appeal to the School Board through a written request.
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    - a) Installation of externally funded projects must be coordinated and approved through the Facilities Department to ensure representation is on site during site visits, preparations, etc.
- J. Once installation has been completed, a District-contracted CPSI will conduct an audit of the playground.
- K. Once the playground has passed the audit, it can then be commissioned for use.
- L. For projects that were externally funded, once the playground is audited and commissioned for use, the playground will become district property and all future maintenance will be the responsibility of the District.

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First Reading: 02.29.2024  
 Second Reading:

**811 PLAYGROUND INSTALLATION AND MAINTENANCE**

**I. PURPOSE**

The purpose of this policy is to establish criteria and procedures for the installation and maintenance of playgrounds on District operated property. This includes when community groups fundraise or apply for grants for playgrounds to be located on District owned property, for playgrounds that are installed by the District, and for playgrounds that are currently in place.

**II. GENERAL STATEMENT OF POLICY**

Duluth Public Schools recognizes the intrinsic value of playgrounds as essential components of the educational environment through fostering physical outdoor activities and social development. In alignment with encouraging play with students, the District is also committed to maintaining playgrounds to industry standards to protect the well-being of our students and community.

This policy is to establish the installation and maintenance procedures for playgrounds on District operated property.

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A. "Playground(s)" refers to equipment/structures that are created, purchased, and/or placed for use in children's physical play, regardless of the material (plastic, wood, logs, etc.).

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~~2.~~ ~~4.~~ Nature walking trails are not considered playgrounds, unless there are man-made elements or naturally occurring elements that have been installed to act as play structures (stepping stones, balance beams, etc.) on/in the trail area. Should these elements mimic playground equipment and be installed on the nature trails, the elements are then evaluated using the criteria outlined in this policy.

~~3.~~ ~~5.~~ The policy and definition of "playground(s)" does not include amusement park equipment, sports or fitness equipment intended for children over the age of 12, soft contained play equipment, constant air inflatable play devices for home use, art and museum sculptures, water play equipment, nature garden spaces, loose items such as sand toys, sports equipment such as balls, or outdoor classroom spaces.

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B. "Installations" refer to the replacement of old equipment with new, and/or the addition of new equipment entirely.

C. "CPSI" is a Certified Playground Safety Inspector, a certification program facilitated by the National Recreation and Parks Association.

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**Cross References:**

First Reading:  
Second Reading:

### ~~3045 — PLAYGROUND SITE AND EQUIPMENT IMPROVEMENT~~

~~The School District shall annually allocate in the capital expenditure fund budget a sum of money to provide matching funds to be used for purposes of site improvement or equipment additions at elementary school playground sites. A request shall be submitted to the administration by the school principal/parent faculty organization/community for such improvement or addition, together with a pledge to provide a stipulated sum of money for one half (1/2) of the total cost of said improvement/addition. The sum of money so stipulated above may be from any source except School District provided funds, unless this restriction is specifically waived due to an unusual or peculiar circumstance acceptable to the School Board. Upon receipt of said request, the administration shall consider the appropriateness and feasibility of the request and make a recommendation to the School Board for approval/disapproval of the project for funding of a fifty/fifty (50/50) basis with the requesting organization.~~

~~Adopted: — 08-12-1980 ISD 709~~

~~Revised: — 06-20-1995 ISD 709~~

## ~~5115 ELEMENTARY SCHOOL PLAYGROUNDS~~

~~The School Board recognizes the need for suitable and safe use of playgrounds as an important part of the physical and social development of students.~~

### ~~1. Use By Students~~

~~All elementary students shall be given proper instruction on the safe and appropriate use of playgrounds including apparatus, games, and play areas. The playground shall be accessible to all students. Reasonable adaptations of environment, supervision, program, and/or equipment shall be made to further the accessibility of playgrounds by students with handicaps.~~

### ~~2. Supervision~~

~~Adequate playground supervision shall be provided during hours when school is in session.~~

### ~~3. Maintenance~~

~~Semi-annual maintenance shall be the responsibility of the School District Physical Plant Department and shall include:~~

~~a. An annual major cleaning and replenishment of loose fill materials. b. A semi-annual inspection and repair of all apparatus including nuts, bolts, chains, and all parts that, due to wear or damage, need repair or replacement. c. A semi-annual inspection and repair of all playground areas to ensure level and safe running/play surfaces and the lack of protrusions or bump/fall hazards to include the building, fencing, and playground environment.~~

### ~~d. Inspections~~

~~The building principal shall direct appropriate competent staff to inspect and maintain the playground and all apparatus daily for:~~

- ~~1. Loose, damaged, or protruding bolts and objects, etc., that may cause cuts/scrapes.~~
- ~~2. Glass or debris on surfaces that may cause cuts or falls.~~
- ~~3. Foreign objects that may be thrown or cause injury if handled.~~
- ~~4. Loose fill materials that have become displaced below playground apparatus, especially at slide discharge sites, below ladders, or under swings.~~
- ~~5. Minor safety problems should be repaired immediately, major maintenance or safety problems that must be reported immediately to the Physical Plant Department.~~

~~Adopted: 01-12-1988 ISD 709~~

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

## ~~7115 — ELEMENTARY SCHOOL PLAYGROUND DESIGN AND EQUIPMENT~~

~~The School District recognizes the needs of elementary schools to have playgrounds that are designed to be physically suitable and safe for the age and use of the students. Use of playgrounds is allowed during the school day and during non-school periods. The use of the playgrounds are intended for both recreation, physical education, and motor skill development. The School District recognizes the fact that no laws presently exist that control or legally determine the exact requirement of playgrounds. The Business Services Committee will approve the material and application specifications of all surfacing and equipment for playgrounds.~~

### ~~1. Layout and Design~~

~~—a. Separate and physically remote areas shall be provided for:~~

- ~~(1) running, dodging, throwing, and walking activities~~
- ~~(2) climbing, swinging, sliding or in-place play activities~~

~~—b. Playground apparatus shall be located remote of other playground activities and separated by markings, space, or physical barriers when possible.~~

~~—c. Special considerations shall be made regarding the ability to supervise or observe both activities from a single location. Equipment shall be arranged to accommodate the traffic of children using the equipment and those using adjacent apparatus. When possible, single multiple use apparatus will be used.~~

~~—d. Barriers such as surface separating/containment beams shall not be positioned to represent a bump, fall, or trip hazard.~~

### ~~2. Apparatus and Equipment~~

~~All playground equipment shall be selected to provide the safest environment possible.~~

#### ~~a. Height~~

~~(1) Apparatus shall not place a student's feet more than six (6) feet above the surface the apparatus is mounted on. This generally limits all equipment to a maximum height from the ground to the top usable platform to six (6) feet. No exceptions will be made to allow for intermediate platforms or multi-level climbers with six (6) foot increments.~~

~~(2) Swings shall not exceed eight (8) feet when measured from the top rail (anchoring the chains) to the surface.~~

#### ~~b. Construction~~

##### ~~(1) Climbing Apparatus~~

~~Rungs of horizontal ladders, climbing bars, handrails, and other components shall be cylindrical and approximately 1 5/8 inches in diameter to allow for secure gripping of all students.~~

~~(2) The use of large wooden structures shall not be allowed.~~

~~Wooden apparatus now in use will be replaced when worn out. Maintenance, size of hand holds, and surface connection points are not as acceptable as metal and vinyl covered apparatus.~~

~~(3) All equipment shall meet U.S. Consumer Products Safety Commission Guidelines.~~

~~(4) Special equipment not allowed:~~

~~(a) Merry Go Rounds.~~

~~(b) Fixed/ground mounted animal rockers, single student use apparatus, etc.~~

~~(c) Tricking bars remote of or not part of a multiple use piece of apparatus.~~

- ~~(d) Equipment with steps, ladders, or stairways having a slope of greater than 35 degrees.~~
- ~~(e) Basketball hoops having metal chain vs. cloth fabric attached.~~
- ~~(f) Swing seats of wood or metal construction that present impact injuries when unoccupied.~~
- ~~(g) Platform apparatus that encourages jumping from heights of more than three (3) feet.~~
- ~~(h) All equipment that would be rendered unusable or become a trip/fall hazard when buried in one (1) foot of snow/ice.~~
- ~~(i) Open S hooks that would release chains or equipment held by them if stressed or twisted.~~
- ~~(j) Any above-ground protrusions resulting from anchoring devices/concrete rising due to frost.~~
- ~~(k) Any other equipment not approved by the Business Services Committee.~~

### ~~3. Surfacing~~

#### ~~a. Running, throwing, ball playing and areas unoccupied by apparatus:~~

- ~~(1) Asphalt shall be appropriate for running and painted surface games areas.~~
- ~~(2) Grass shall be allowed for ball fields, soccer, running, and contact game areas.~~
- ~~(3) Surfacing other than under or around apparatus shall be considered generally appropriate if safety conditions or existing school conditions do not present unusual falling/tripping potential or special hazards (i.e., rocks protruding from ground, fence posts, building hazards, etc., that cannot be eliminated).~~

#### ~~b. Under climbing apparatus and swings~~

##### ~~(1) Unacceptable surfaces:~~

- ~~(a) Asphalt~~
- ~~(b) Concrete~~
- ~~(c) Dirt~~
- ~~(d) Grass~~
- ~~(e) Gravel~~
- ~~(f) Any material not meeting U.S. Consumer Products Safety Commission guidelines for adequate fall protection.~~

##### ~~(2) Preferred surfaces:~~

- ~~(a) Rubber like/resilient surfacing that by manufacturing specifications provides adequate U.S. Consumer Products Safety Commission fall protection from ten (10) feet.~~
- ~~(b) Pea gravel/pea rock to a minimum depth of eight (8) inches.~~
- ~~(c) Sand to a minimum depth of ten (10) inches.~~
- ~~(d) Loose fill materials that meet U.S. Consumer Products Safety Commission guidelines to provide fall protection from ten (10) feet.~~

#### ~~c. Containment Structures for Under Apparatus Surfacing~~

~~Loose fill materials when used shall be installed with drainage and containment structures that do not present fall/trip or bump hazards. When possible, solid barriers shall be erected or space provided to prevent spillage of materials into adjacent play areas of a different surface.~~

~~Reference: United States Consumer Products Safety Commission,~~

~~Volume I: General Guidelines for New and Existing Playgrounds, 1981~~

~~Adopted: 11-10-1987 ISD 709~~

## **604 INSTRUCTIONAL CURRICULUM**

### **I. PURPOSE**

The purpose of this policy is to provide for the development of course offerings for students.

### **II. GENERAL STATEMENT OF POLICY**

- A. Instruction must be provided in at least the following subject areas:
1. basic communication skills including reading and writing, literature, and fine arts;
  2. mathematics and science;
  3. social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);
  4. health and physical education;
  5. The arts;
  6. Career and technical education; and
  7. World languages.
- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. Public elementary and middle schools must offer at least three and require at least two, of the following five art areas: dance, media arts, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five arts areas: dance, media arts, music, theater, and visual arts.
- D. The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.
- E. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- F. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- H. The school district or charter school may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

### **III. REQUIRED ACADEMIC STANDARDS**

- A. The following subject areas are required for statewide accountability:
  - 1. language arts;
  - 2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;
  - 3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;
  - 4. social studies, including history, geography, economics, and government and citizenship that includes civics;
  - 5. physical education;
  - 6. health, for which locally developed academic standards apply; and
  - 7. the arts.
- B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

### **IV. PARENTAL CURRICULUM REVIEW**

The school district shall have a procedure for a parent, 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 and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

### **V. CPR AND AED INSTRUCTION**

The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

- A. In the school district's discretion, training and instruction may result in CPR certification.
- B. CPR and AED instruction must include CPR and AED training that have been developed:
  - 1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or

2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
  - D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

## **VI. COLLEGE AND CAREER PLANNING**

- A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
  1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;
  2. emphasize academic rigor and high expectations and inform the student, and the student's parent or guardian if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
  3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;
  4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
  5. help students access education and career options;
  6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
  7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
  8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and

9. be reviewed and revised at least annually by the student, the student’s parent or guardian, and the school district to ensure that the student’s course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.
- B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.
  - C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college ready.
  - D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student’s plan reflect the student’s unique talents, skills, and abilities as the student grows, develops, and learns.
  - E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
  - F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student’s plan under this provision shall continue while a student is enrolled.

**Legal References:** Minn. Stat. § 120A.22 (Compulsory Instruction)  
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**Cross References:** MSBA/MASA Model Policy 603 (Curriculum Development)  
MSBA/MASA Model Policy 605 (Alternative Programs)

First Reading: 02.29.2024  
Second Reading:

Adopted: \_\_\_\_\_

Revised: \_\_\_\_\_

MSBA/MASA Model Policy 604  
Orig. 1995  
Rev. 2023

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4. health and physical education;

***[Note: Health curriculum may include child sexual abuse prevention in consultation with other federal, state, or local agencies and community-based organizations to identify research-based tools, curricula, and programs.]***

5. The arts;
6. Career and technical education; and
7. World languages.

***[Note: The school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages. World languages programs should be developed and implemented to acknowledge and reinforce the language proficiency and cultural awareness that non-English language speakers already possess and encourage students' proficiency in multiple world languages. Programs also must encompass indigenous American Indian languages and cultures, among other world languages and cultures. School districts may award Minnesota World Language Proficiency Certificates consistent with Minnesota Statutes section 120B.022.]***

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First Reading:

Adopted: \_\_\_\_\_

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MSBA/MASA Model Policy 605 (Alternative Programs)

First Reading:

## ~~6041 — PARENT OR GUARDIAN REQUEST FOR ALTERNATIVE INSTRUCTIONAL RESOURCES~~

~~Duluth Public Schools respects the rights of parents or guardians to request alternative instructional resources for their child or ward. It is important to remember that materials may be challenged at any time, any place, for any reason by anyone. It is impossible, therefore, to foresee what title (s) will not meet with the approval of any given individual. For that reason, Duluth Public Schools has Policy 6041 Parent or Guardian Request for Alternative Instructional Resources.~~

~~Parents or guardians may request an alternative instructional resource if they feel the instructional material assigned by the teacher is not appropriate for their child or ward. The process for requesting an alternative instructional resource includes the following:-~~

- ~~1. The parent/guardian requests meeting with the teacher to discuss concerns about a specific instructional resources for their child/ward. Part of the conversation will include the overall content of the resource, the intent of the resource or author, age/maturity level of the readers, or possibly the age of the characters and their relationship, and how the teacher deals with the topic in the classroom.~~
- ~~2. If the parent/guardian continues to have a concern about the specific instructional resource after this discussion, the teacher will arrange for an alternative instructional resource that addresses the concerns of the parent/guardian and meets the academic standards/outcomes and level of rigor required in the course curriculum. More than one solution will be considered in cooperation with the parent/guardian and the teacher to resolve sensitive issues.~~
- ~~3. The teacher informs the principal about the meeting and alternative instructional resource.~~
- ~~4. The principal/teacher arranges a follow up meeting (s) with the parent/guardian during a time that the alternative resource is being used to ensure communication. The meeting may include the teacher, department head, principal, and/or district representative.~~
- ~~5. If a viable solution is not reached at the building level, an appeal may be made to the Director of Curriculum. The Director will convene a committee in an attempt to develop a solution acceptable to the parents/guardian and educators.~~
- ~~6. If this committee's recommendation is not acceptable to the parents/guardians and educators, an appeal may be made to the Superintendent.~~
- ~~7. If the Superintendent's recommendation is not acceptable to parents/guardians and educators an appeal may be made to the Board of Education.~~

~~Adopted: 12-20-2005- ISD-709~~

## **6125 — CURRICULUM GUIDES**

~~Curriculum guides and monographs shall be prepared in harmony with the legal requirements of the state and the purposes of the program of instruction adopted by the School Board.~~

~~The Superintendent or designee shall have general coordinating authority and direction over the formation of all courses of study, curriculum guides, and monographs.~~

~~The Director of Curriculum, Curriculum Specialists, Principals and teachers shall assist with the development and revision of the curriculum guides and monographs.~~

~~Curriculum development is based on the assumption that such study is most productive when conducted as a cooperative enterprise in which teachers and administrators participate.~~

~~A charge will be made for materials distributed outside the School District commensurate with the cost of printing and distribution.~~

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

~~Revised: 06-20-1995~~

~~10-19-2004 ISD 709~~

## ~~6130 HEALTH EDUCATION~~

~~The health education curriculum shall be consistent with the goals of education and shall include knowledge and skills for promotion of good health. It will be designed to strengthen the individual's self-awareness. It will provide students with information to enable them to make healthy decisions as they participate in their family and community.~~

~~Included in instruction will be health literacy. Health literacy is the capacity of an individual to obtain, interpret, and understand basic health information and services and the competence to use such information and services in ways, which are health enhancing. Educational experiences to produce health literate students with the ability to be critical thinkers and problem solvers, responsible and productive citizens, self-directed learners, and effective communicators will be the emphasis of the Health Education curriculum.~~

~~All faculty members will be informed of relevant facts pertaining to all facets of health education. Inservice programs will be established to help faculty be alert and informed of current information in relation to this area of study.~~

~~The School District recognizes that the first responsibility for the total health education of the child belongs to the parents. Yet, our society must be ready to accept its share of the responsibility. Steps shall be taken to ensure that the special knowledges, skills, interests, and responsibilities of the School District and related community agencies are recognized and utilized in the school's program of health education.~~

~~A Health Curriculum will include instruction in the six priority health risk behaviors identified by the Centers of Disease Control: Tobacco Use, unhealthy dietary behaviors, inadequate physical activity, alcohol and other drug use, sexual behaviors that may result in HIV infection, other sexually transmitted diseases, and unintended pregnancies, behaviors that may result in violence and unintentional injuries.~~

~~References: MS 122A.66~~

~~Adopted: 12-12-72 ISD 709~~

~~Revised: 06-20-95~~

~~10-19-04 ISD 709~~

**3075 725 BIDS / QUOTES / REQUESTS FOR PROPOSALS (RFP'S)**

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

1. Contracts

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

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

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

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

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

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

2. Professional Services

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

**Legal References:** ~~MSA-123.37-123B.52~~ Minn. Stat. §471.345 (Uniform Municipal Contracting Law) — 471.345 Minn. Stat. §123B.52 (Contracts)

**Cross References:** 725R Requests for Proposals

Adopted: 09-21-1993 ISD 709  
Revised: 06-21-1994  
06-20-1995  
02-17-1998  
02-23-2010 ISD 709

## 604R INSTRUCTIONAL CURRICULUM

### **Statement**

Duluth Public Schools respect the rights of parents or guardians to request alternative instruction for their students. Parents or guardians may request alternative instruction if they feel the instructional plan or resource assigned by the teacher is not appropriate for the student. Parents and guardians, who wish to opt-out their student from part of Duluth Public School's curriculum, including instruction and materials, must follow the procedure detailed below:

1. Participate in a meeting with the building principal or designee who will hear the concerns. The Principal or designee will explain the alternative instruction request process and provide an overview of the responsibilities of parents/guardians and students in implementing alternative instruction.
2. A formal request for alternative instruction is initiated upon submission of a completed [Formal Request for Alternative Instruction](#). The plan must include, as applicable, details for:
  - Replacement instructional materials;
  - How the plan aligns to state and district standards;
  - How the parent/guardian will cover costs to the District to implement the plan; and
  - How the alternative instruction will be delivered to the student.
3. A school committee, that may include a building administrator, classroom teacher, and Content Lead teacher will evaluate the plan. The evaluation will consider whether the alternative instruction plan is aligned to District and state standards, district policy, and assessments, and the availability of school resources, such as classroom space, to administer the plan. The evaluation will also ensure that the implementation of the plan for alternative instruction will not incur a cost to the District.
4. The school committee will provide a response to the written plan within 10 school days. The response will be one of the following:
  - A. Acceptance of the plan for alternate instruction;
  - B. Acceptance of the plan for alternate instruction with modifications, including an explanation for the modifications; or
  - C. Notification that the plan for alternate instruction is not acceptable with an explanation.

The response will specify how the learning will be assessed. The parent/guardian will reply in writing with an agreement or refusal to provide for the resources needed to implement the plan. If the parent/guardian accepts the response, the plan must begin within 10 school days from the date of parental acceptance.

5. If the plan is not accepted, the parent/guardian may appeal to the Director of Elementary Education or Director of Secondary Education. The Director will convene an appeals committee that may include the Curriculum Coordinator, Content Lead Teacher, and a classroom teacher. The Committee will consider the case at its earliest opportunity and submit a recommendation to the Superintendent, which will then be communicated to the school and parent/guardian. Final decisions regarding the appeal will be made by the Superintendent or designee. When a student opts-out of a portion of a course, the student will use that instructional time as independent study time. While alternatives will be considered based upon each situation, the school is not obligated to provide space outside of the regular classroom for the independent study time. The student may not leave the school campus during this time.

Legal References: Minn. Stat. § 120B.20 (Parental Curriculum Review)

Cross References: 604 Instructional Curriculum  
606 Textbooks and Instructional Materials

Adopted:

## 3075R 725R BIDS / QUOTES / REQUESTS FOR PROPOSALS (RFP'S)

Current contract limits as defined by uniform municipal contracting law.

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

1. Contracts over ~~\$100,000~~ \$175,000  
If the amount of the contract is estimated to exceed ~~\$100,000~~ \$175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing contracts by the particular municipality or class thereof.
2. Contracts from ~~\$25,000~~ \$25,001 to ~~\$100,000~~ \$174,999  
If the amount of the contract is estimated to exceed \$25,000 but not to exceed ~~\$100,000~~ \$174,999, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof.
3. ~~Contracts less than \$25,000~~ For contracts of \$25,000 or less  
If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market. If the contract is made upon quotation it shall be based , so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt thereof.

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

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

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

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

**Cross References:** 725 Requests for Proposals

Approved: 9-21-93 ISD 709  
Revised: 5-17-94  
6-20-95  
5-21-2002  
2-23-10

**HR / Business Services Committee**

Duluth Public Schools, ISD 709

Agenda

Monday, March 11, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

<b>1. <u>Guest Presentations for this Meeting</u></b>	
<b>2. <u>Department Reports</u></b>	
<b>A. Human Resources</b>	
1) HR Monthly Department Summary Report	2
<b>B. Business Services</b>	
1) Enrollment Report	4
2) Child Nutrition Department Report	7
3) Facilities Department Report	9
4) Technology Department Report	12
5) Transportation Department Report	13
<b>3. <u>Recommended Resolutions</u></b>	
A. B-3-24-4018 - Acceptance of Donations to Duluth Public Schools	14
<b>4. <u>Consent Agenda</u></b>	
A. HR Staffing Report	15
B. Finances	
1) Financial Report	17
2) Fundraisers	18
C. Bids, RFPs, and Quotes	
1) Bid #1323 Homecroft Parking Lot Reconstruction	19
D. Contracts, Change Orders and Leases - None	
<b>5. <u>Miscellaneous Informational Items (no action required)</u></b>	
A. Expenditure Contracts	21
B. No Cost Contracts - None	
C. Revenue Contracts	63
D. Grant Applications	69

## Human Resources Report Summary March 2024 Activities

### Staffing Updates:

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

	Certified	Non-Certified
<b># New Hires</b>	9	28
<b># Retirements</b>	10	2
<b># Resignations</b>	2	10
<b># Leave of Absences</b>	7	2

### HR Department Updates:

Human Resources and Finance staff have been meeting with principals to view their current staffing levels, ensuring that FTE allocations and funding sources are accurate in preparation for 2024-2025 staffing decisions. ESSER position displacement notices (44) were sent out before the February break to teachers and all other displacement letters will be sent to certified staff by March 15 (~90). The second batch of letters includes long-term substitutes, 24 hour postings, out of field placements, tier 1 licensure, temporarily funded positions, and interim positions. To date, we have received 23 total retirement notices. The deadline for certified staff to submit without severance delay was February 1.

On February 15, Executive Director Theresa Severance attended the Minnesota Public Employee Labor Relations Association Winter Conference where the topics ranged from legislative changes to the Public Employment Labor Relations Act, Minn. Stat. 179A regarding terms and conditions of employment such as staffing ratios, continued discussion on the Earned Sick and Safe Time implementation challenges, navigating repudiation of past practice and working with Union stewards to understand union time and union leave.

### Benefits Updates:

The Benefits Department has made the 1095-C (ACA) forms available via Skyward, and mailed all forms to anyone who did not opt out of getting a physical copy. In addition, the information has successfully been submitted to the IRS.

The Department is hard at work planning our first ever Employee Wellness Fair, which will be held on May 8th, from 12:30p-5p at the DSC building. There are already 24 confirmed vendors, and more are confirming each day. These vendors include Aviben, PEIP, Delta Dental, AAA, Duluth Parks and Rec, Crossfit Aerial, Superior Choice Credit Union, Risk Administration Services, and many more. Our District will also be represented by a Human Resources table, a Benefits table, a Health and Safety table, and a Community Ed table.

The Benefits Department highlighted our EAP in the February Human Resources Newsletter, including tips to getting a good night sleep. Calm was also highlighted for tips on finding a healthy work-life balance.

**Hiring Updates:**

Certified:

For 24-25 school year:

Teachers

- Elementary (9)*
- Middle School (2)*
- High School (2)*

For Summer School:

- Excel Targeted Services (5)*
- Residential (4)*
- Seat Based (6)*

Non-Certified:

Child Nutrition (3)

Clerical (1)

Maintenance(14)

- School Custodian (5)*
- Engineer II (2)*
- Second Shift Engineer I (4)*
- Second Shift Engineer II (1)*
- Master Electrician (1)*

Transportation (8)

- School Bus Driver II (3)*
- School Bus Helper (2)*
- Head Start Bus Helpers (4)*
- Temporary Van Driver (1)*

Playground/Cafeteria Monitor(6)

Paraprofessionals (8)

- Licensed Sign Language Interpreter (3)*
- LPN Paraprofessional (1)*
- Sign Language Facilitator (1)*
- Sp. Ed. Building Wide Paraprofessional (3)*
- Sp. Ed. Program Paraprofessional (1)*
- Sp. Ed. Student Spec. Set III Paraprofessional (1)*
- Sp. Ed. Program Paraprofessional LPN (1)*
- Preschool Floating Paraprofessional (1)*
- Sp. Ed. Paraprofessional- After School Club (1)*

**Contract Negotiations:**

We have a potential tentative agreement with the Duluth Federation of Teachers with language change information being shared with the bargaining unit on March 5 in anticipation for a vote on March 14. We are still active in negotiations with the Education Directors Association. Contracts still waiting to start the process for July 1, 2023 contract expiration are the Clerical Unit and the District-Wide Instructional Administrators Association. The National Conference of Firemen and Oilers contract expires July 1, 2024.

2023-2024	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12	
School	Enroll	Gr 1-5														
Congdon Park 435	475.00	395.00	80.00	67.00	66.00	83.00	92.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Homecroft 475	436.00	370.00	66.00	74.00	75.00	74.00	78.00	69.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lakewood 500	246.00	210.00	36.00	41.00	46.00	48.00	38.00	37.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lester Park 510	523.00	441.00	82.00	103.00	75.00	82.00	86.00	95.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell 520	299.50	247.50	52.00	51.50	55.00	45.00	53.00	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell Sp Immersion 521	331.00	274.00	57.00	63.00	59.00	52.00	47.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
MacArthur 525	287.00	239.00	48.00	45.00	54.00	46.00	43.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Myers Wilkins 540	313.00	261.00	52.00	51.00	51.00	56.00	50.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Piedmont 550	390.00	313.00	77.00	72.00	61.00	66.00	53.00	61.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Stowe 565	224.00	183.00	41.00	42.00	32.00	40.00	36.00	33.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lincoln Middle 225	624.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	238.45	184.00	201.55	0.00	0.00	0.00	0.00	
Ordean East Middle 335	1104.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	372.60	346.30	385.10	0.00	0.00	0.00	0.00	
AE Online 650	186.58	644 students 48 Open Enrolled, 63 FT Residents, 533 PT Residents average enrollment 0.29 or less than 2 classes							0.00	1.20	0.60	1.35	30.16	48.40	62.40	42.47
Denfeld 215	913.15								0.00	0.00	0.00	0.00	248.25	270.60	192.95	201.35
East 220	1400.85								0.00	0.00	0.00	0.00	376.00	358.90	339.05	326.90
Merritt Creek Academy 81	84.60	34.00	8.00	4.00	3.00	10.00	7.00	10.00	9.00	7.00	9.60	6.00	7.00	3.00	1.00	
ALC 611	73.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	12.00	36.00	24.70	
Chester Creek Academy 575	30.00	21.00	0.00	2.00	4.00	5.00	7.00	3.00	2.00	2.00	1.00	2.00	2.00	0.00	0.00	
Rock Ridge Academy 580	41.80	12.00	2.00	6.00	1.00	2.00	1.00	2.00	3.80	3.40	5.70	6.20	7.00	1.70	0.00	
Arrowhead Academy 605	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	4.00	7.00	5.00	4.00	
Bethany Crisis Shelter 615	0.75	0.25	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.25	0.00	0.00	0.25	0.00	
Hospitals 630	18.00	6.00	0.00	2.00	1.00	1.00	0.00	2.00	0.00	0.00	3.00	4.00	3.00	2.00	0.00	
The Bridge 950	14.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.85	
<b>Total:</b>	<b>8038.78</b>	<b>3006.75</b>	<b>601.00</b>	<b>623.50</b>	<b>583.00</b>	<b>610.00</b>	<b>591.00</b>	<b>599.25</b>	<b>627.05</b>	<b>544.30</b>	<b>608.55</b>	<b>677.61</b>	<b>715.90</b>	<b>642.35</b>	<b>615.27</b>	

**2023-2024**  
**Month to Month Enrollment Changes by School**

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
2023-2024	22-23	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY
Congdon Park 435	458.00	473.00	471.00	477.00	480.00	474.00	479.00	475.00	0.00	0.00	0.00	-4.00		2.00	17.00
Homecroft 475	404.00	435.00	435.00	435.00	434.00	434.00	434.00	436.00	0.00	0.00	0.00	2.00		1.00	32.00
Lakewood 500	253.00	247.00	246.00	246.00	248.00	248.00	246.00	246.00	0.00	0.00	0.00	0.00		-1.00	-7.00
Lester Park 510	577.00	529.00	527.33	524.00	522.00	523.00	525.00	523.00	0.00	0.00	0.00	-2.00		-6.00	-54.00
Lowell 520	274.00	304.00	305.00	303.00	300.00	300.50	299.50	299.50	0.00	0.00	0.00	0.00		-4.50	25.50
Lowell Immersion 521	322.00	343.00	342.00	340.00	336.00	334.00	332.00	331.00	0.00	0.00	0.00	-1.00		-12.00	9.00
MacArthur 525	291.00	290.00	290.00	290.00	286.00	288.00	288.00	287.00	0.00	0.00	0.00	-1.00		-3.00	-4.00
Myers Wilkins 540	315.83	319.00	320.66	322.00	326.33	327.00	323.00	313.00	0.00	0.00	0.00	-10.00		-6.00	-2.83
Piedmont 550	409.00	396.00	397.00	396.00	394.00	393.00	390.00	390.00	0.00	0.00	0.00	0.00		-6.00	-19.00
Stowe 565	232.00	226.00	225.00	222.00	223.00	222.00	219.00	224.00	0.00	0.00	0.00	5.00	-11.00	-2.00	-8.00
Lincoln Middle 225	592.55	630.00	627.40	633.00	626.73	630.15	625.15	624.00	0.00	0.00	0.00	-1.15		-6.00	31.45
Ordean East Middle 335	1058.83	1101.60	1094.65	1110.40	1110.85	1107.85	1101.63	1104.00	0.00	0.00	0.00	2.37	1.22	2.40	45.17
AE Online 650	164.51	94.25	124.68	125.78	139.04	136.49	192.35	186.58	0.00	0.00	0.00	-5.77		92.33	22.07
Denfeld 215	888.35	968.20	951.20	972.80	952.15	944.45	916.25	913.15	0.00	0.00	0.00	-3.10		-55.05	24.80
East 220	1389.25	1567.00	1484.18	1469.00	1456.30	1453.90	1410.15	1400.85	0.00	0.00	0.00	-9.30	-18.17	-166.15	11.60
Merritt Creek Academy 81	83.78	85.00	82.62	86.75	80.78	77.60	84.45	84.60	0.00	0.00	0.00	0.15		-0.40	0.82
ALC Seat Based 611	86.70	96.00	82.55	78.55	73.55	67.15	72.70	73.70	0.00	0.00	0.00	1.00		-22.30	-13.00
Chester Creek Academy 575	47.33	32.00	32.00	30.00	29.00	29.00	31.00	30.00	0.00	0.00	0.00	-1.00		-2.00	-17.33
WHA RRA 580	27.45	49.00	51.00	48.70	45.00	43.75	44.70	41.80	0.00	0.00	0.00	-2.90		-7.20	14.35
Arrowhead Academy 605	21.00	14.00	15.00	15.00	15.00	17.00	19.00	22.00	0.00	0.00	0.00	3.00		8.00	1.00
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.25	0.00	0.00	2.00	0.75	0.00	0.00	0.00	-1.25		0.50	0.50
Hospitals 630	23.00	10.00	14.00	16.00	22.00	9.00	19.00	18.00	0.00	0.00	0.00	-1.00		8.00	-5.00
The Bridge 950	10.00	18.00	17.85	17.85	18.00	18.00	14.85	14.85	0.00	0.00	0.00	0.00	-2.00	-3.15	4.85
<b>Total:</b>	<b>7928.83</b>	<b>8227.30</b>	<b>8136.37</b>	<b>8159.08</b>	<b>8117.73</b>	<b>8077.84</b>	<b>8068.73</b>	<b>8038.78</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-29.95</b>	<b>-29.95</b>	<b>-188.52</b>	<b>109.95</b>
<b>Change</b>		<b>298.47</b>	<b>-90.93</b>	<b>22.71</b>	<b>-41.35</b>	<b>-39.89</b>	<b>-9.11</b>	<b>-29.95</b>	<b>-8038.78</b>	<b>0.00</b>	<b>0.00</b>				

**2023-2024**  
**Month to Month Enrollment Changes by Grade**

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2023-2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	170.00	173.00	213.00	328.00	335.00	353.00	367.00	0.00	0.00	0.00	14.00		197.00	277.00
PK	0.00	32.00	66.00	52.00	52.00	51.00	50.00	0.00	0.00	0.00	-1.00	13.00	50.00	43.29
KA	145.00	148.00	152.00	162.00	161.00	162.00	163.00	0.00	0.00	0.00	1.00		18.00	156.14
KG	455.00	450.00	445.00	435.00	437.00	438.00	438.00	0.00	0.00	0.00	0.00		-17.00	442.57
1	627.20	618.00	620.00	619.00	617.50	622.50	623.50	0.00	0.00	0.00	1.00		-3.70	621.10
2	597.00	595.00	592.00	588.00	586.00	588.00	583.00	0.00	0.00	0.00	-5.00		-14.00	589.86
3	615.00	613.00	618.00	619.00	609.00	610.00	610.00	0.00	0.00	0.00	0.00		-5.00	613.43
4	610.33	602.33	603.00	601.00	603.00	592.00	591.00	0.00	0.00	0.00	-1.00		-19.33	600.38
5	610.99	605.99	603.00	598.66	602.00	605.00	599.25	0.00	0.00	0.00	-5.75		-11.74	603.56
6	640.00	634.10	637.30	633.30	631.00	629.60	627.05	0.00	0.00	0.00	-2.55	-12.30	-12.95	633.19
7	555.00	542.45	551.75	549.30	545.75	546.60	544.30	0.00	0.00	0.00	-2.30		-10.70	547.88
8	610.23	600.10	606.25	608.63	608.45	607.93	608.55	0.00	0.00	0.00	0.62	-1.68	-1.68	607.16
9	670.00	656.18	677.65	676.21	674.81	676.08	677.61	0.00	0.00	0.00	1.53		7.61	672.65
10	711.05	710.05	725.20	722.10	714.35	718.05	715.90	0.00	0.00	0.00	-2.15		4.85	716.67
11	655.20	655.39	654.85	647.93	638.23	637.20	642.35	0.00	0.00	0.00	5.15		-12.85	647.31
12	725.30	705.78	673.08	657.60	649.75	635.77	615.27	0.00	0.00	0.00	-20.50	-15.97	-110.03	666.08
<b>K 12 Total:</b>	<b>8227.30</b>	<b>8136.37</b>	<b>8159.08</b>	<b>8117.73</b>	<b>8077.84</b>	<b>8068.73</b>	<b>8038.78</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-29.95</b>	<b>-29.95</b>	<b>-188.52</b>	<b>8117.98</b>
<b>Change</b>		-90.93	22.71	-41.35	-39.89	-9.11	-29.95	-8038.78	0.00	0.00				

# Child Nutrition Report

## February 2024 Meal Counts

Week of:	Breakfast 2/1/2024	Lunch 2/1/2024	Breakfast 2/5/2024	Lunch 2/5/2024	Breakfast 2/12/2024	Lunch 2/12/2024	Breakfast 2/26/2024	Lunch 2/26/2024	Breakfast	Lunch	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
<b>Congdon</b>	195	742	500	1667	448	1636	402	1335			1545	5380	97	336
<b>Denfeld</b>	425	932	1129	2597	1055	2543	850	2038			3459	8110	216	507
<b>Harbor City</b>											0	1420	0	89
<b>East High</b>	547	1069	1449	2615	1426	2620	1057	2034			4479	8338	280	521
<b>Homecroft</b>	287	710	667	1705	659	1708	551	1333			2164	5456	135	341
<b>Lakewood</b>	168	385	494	926	396	862	391	751			1449	2924	91	183
<b>Lester Park</b>	285	826	731	1794	667	1786	599	1463			2282	5869	143	367
<b>Lincoln park</b>	348	879	936	2129	993	2127	702	1635			2979	6770	186	423
<b>Lowell</b>	546	1000	1497	2367	1275	2293	1114	1852			4432	7512	277	470
<b>Laura Macart</b>	364	468	1001	1232	978	1222	806	990			3149	3912	197	245
<b>Myers-Wilkin:</b>	285	521	783	1279	714	1300	608	996			2390	4096	149	256
<b>Ordean/East</b>	250	1376	652	3314	618	3317	524	2647			2044	10654	128	666
<b>Piedmont</b>	534	780	1340	1793	1350	1788	1071	1505			4295	5866	268	367
<b>Rockridge</b>	52	71	112	179	111	179	89	134			364	563	23	35
<b>Stowe</b>	352	385	910	1014	894	975	709	791			2865	3165	179	198
<b>ALC</b>	15	32	71	71	55	76	51	68			192	247	15	19
	2 days	1 day ALC	5 days	4 days ALC	5 days	4 days ALC	4 days	4 days ALC						
	4653	10176	12272	24682	11639	24432	9524	19572	0	0	38088	80282	2383	5021
<b>Denfeld Supp</b>	Mon-thurs	182		602		227		450				1461	<b>TOTAL</b>	
Days of service		1		4		2		4					133	Daily

### Summer Meals 2024

Preliminary plans are underway for the summer meals program for summer of 2024. Still waiting for the State of Minnesota to officially announce which areas/schools can have meal programs. Eligibility is determined by area eligibility of the families that live in that area. This information is taken from the free and reduced lunch applications that are returned each school year. Duluth Schools has been a provider of summer meals for many years and appreciates the opportunity to feed children in the summer when they are out of school.

### Commodity Purchases for school year 2024-2025

Once a year the State of Minnesota opens the Commodity Store for purchases for the next school year. For over 15 years, Child Nutrition has taken almost all of it's commodity dollar purchases in fresh fruits and vegetables through the Department of Defense program (DOD). Commodity dollar awards are based off of meals served during the past 2 years. Child Nutrition will again spend around \$275,000 in fresh fruits and vegetables, as well as ground beef crumbles, diced chicken and other proven favorites in quality and taste. Our budget to spend for next year (24-25) is \$372,000.

# Meals Year to Date

Monthly counts	Breakfast										TOTALS	Daily Average	
2023 2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June			
Congdon	1095	1539	1861	1290	1969	1545						9299	83
Denfeld	3715	4850	4732	3245	4388	3459						24389	218
East High	3724	4911	5416	3984	5578	4479						28092	251
Homecroft	2658	3086	3036	1979	2807	2164						15730	140
Lakewood	1581	1770	1897	1191	1873	1449						9761	87
Lester Park	2667	2832	2883	1827	2795	2282						15298	136
Lincoln park Middl	2925	3735	3764	2681	3472	2979						19556	175
Lowell	6181	8242	5809	3820	5682	4432						32146	287
Laura Macarthur	3808	4046	4006	2689	3841	3149						21539	192
Myers-Wilkins	3100	3431	3342	2231	2947	2390						17441	156
Ordean/East Midd	2314	2688	2715	1852	2541	2044						14154	126
Piedmont	5583	5962	5748	3779	5403	4295						30770	275
Rockridge	836	698	852	378	499	364						3215	29
Stowe	3292	3196	3464	2560	3561	2865						18938	169
ALC	222	226	332	195	231	192						1398	
	43501	49200	49657	33701	47567	38088	0	0	0	0		261714	2324
	Lunch										TOTALS	Daily Average	
	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June			
Congdon	5932	6587	6887	4789	6711	5380						36286	324
Denfeld	10377	11204	10803	7488	10052	8110						58034	518
East High	9184	10201	10430	7490	10839	8338						56482	504
Homecroft	6246	6809	7070	4915	7021	5456						37517	335
Lakewood	3266	3727	3703	2607	3710	2924						19937	178
Lester Park	7042	7817	7382	4853	7237	5869						40000	357
Lincoln park Middl	8588	8893	8895	6123	8639	6770						47008	428
Lowell	9141	9814	9656	2725	9673	7512						48521	433
Laura Macarthur	4413	4914	4921	3374	4821	3912						26355	235
Myers-Wilkins	4885	5366	5422	3710	5017	4096						28476	254
Ordean/East Midd	12218	13531	13574	9461	13552	10654						72990	652
Piedmont	8995	7682	7583	5271	7741	5866						41118	367
Rockridge	706	832	787	478	757	563						4123	37
Stowe	3190	3580	3750	2743	3844	3165						20272	181
ALC	441	366	476	202	282	247						2014	
Supper	0	476	1228	1328	2542	1461				0		7035	
Harbor City	1711	1798	1726	1013	1590	1420				0		9256	
	94315	103375	104293	68570	104028	81743	0	0	0	0		556324	4804
Head Start	Breakfast										TOTALS	Daily Average	
	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June			
Homecroft	159	267	238	192	287	187				0			
Lester Park	155	243	225	170	253	215				0			
Lowell	257	458	387	301	422	330				0			
Laura Macarthur	205	372	320	255	427	268				0			
Myers-Wilkins	562	699	434	443	530	545				0			
Piedmont	229	432	335	304	435	344				0			
Stowe	137	221	188	105	242	175				0			
	1704	2692	2127	1770	2596	2064	0	0	0	0			
Head Start	Lunch										TOTALS	Daily Average	
	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June			
Homecroft	159	267	238	192	287	187				0			
Lester Park	289	459	414	330	453	398				0			
Lowell	358	595	491	409	621	501				0			
Laura Macarthur	208	376	321	256	431	268				0			
Myers-Wilkins	562	699	434	443	530	545				0			
Piedmont	292	517	415	364	548	461				0			
Stowe	137	221	188	105	242	175				0			
	2005	3134	2501	2099	3112	2535	0	0	0	0			
AFTERSCHOOL SNACK											TOTALS	Daily Average	
	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June			
Congdon	857	1845	1905	1276	1956	1553				in may			
Lincoln park Middl	526	1082	1257	656	1110	800							
Lowell	2352	2614	2456	1801	2489	1775							
Laura Macarthur	406	573	620	348	594	495							
Myers-Wilkins	183	959	907	529	319	581							
Piedmont	765	1111	890	528	938	776							
Stowe	262	582	619	446	650	580							
	5351	8766	8654	5584	8065	6360	0	0	0	0			
Total meals/snack	146,876	167,167	167,232	111,724	165,388	130,790	-	-	-	-		889,157	
Days of service	22	20	20	14	20	16							112
Average meals per	6,676	8,358	8,362	7,980	8,268	8,174	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!			
2022 2023 school year											TOTALS	Daily Average	
	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June			
Total meals/snacks	127,683	141,909	138,584	94,905	136,642	105,321	154,615	103,507	176,292	37,804		1,217,242	
Days of service	19	19	20	13	19	14	233	14	22	6			167
Average meals per day	6,719	7,469	6,929	7,300	7,192	7,523	7,365	7,393	8,013	6,301			

# Facilities Management & Capital Project Status Report

## March 2024

### Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 286 work orders and are currently working on 278 open work orders.
- Facilities are working on constructing the new Computer Maintenance Management System (CMMS) the operational framework is completed. Fixed and Capital Asset reidentification will happen to integrate with Skyward.
- Auction of surplus items was held on the 24th of Feb. at the Garfield building.

### Capital / Construction

- Smith Bell and Clock began the repairs of the clock tower. Hands and Gearing have been removed and are in the process of being redone
- Duluth News Tribune building Schematic Design is complete. Mechanical, Electrical and Structural Engineering assessment has been started.
- Bid opening for the Homecroft parking lot renovation occurred on 3/5/2024
- Lowell Elementary building envelope project is in the process of scope development from ICS
- Lincoln Park Middle School Pool project has cleared the document phase. Horizon is in the process of applying for the permitting through Minnesota Dept. of Health
- Quotes were received and awarded for Lincoln Park Middle School pool filter replacement portion of the renovation.
- Transportation bldg expansion kick off meeting. Project Scope and timeline items discussed.

### Discussion with Legal Representation

- Facilities are still in discussions with Sedgwick on behalf of Kemp's for the damage to Lowell elementary's loading dock wall.

### 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.

## **Health, Safety, and Environmental Management**

- **Audits & Inspections**
  - Automotive hoists at Denfeld were inspected, one needs repairs before it can be returned to use, one needs to be replaced. Both hoists that did not pass were locked out of service.
  - IEA did radon testing at all school sites in Feb, two rooms were slightly over the action limit (One at Denfeld, one at Congdon). Follow up testing is being scheduled per Minnesota Department of Health guidelines.
  - First fire walk through completed at Congdon Elementary 1/15/24 - action items have been corrected, final walk through scheduled for 3/19/24.
  - Fire code corrections at East HS still under way
  
- **Regulatory Reporting**
  - Bureau of Labor and Statistics survey submitted for Lowell Elementary
  - Community Right-to-Know Tier II reporting submitted
  
- **Systems & Technology Updates**
  - New Health and Safety Management software purchased through Vector, this system will help automate processes and assist with incident trending, corrective action tracking, and creating OSHA logs. It will also facilitate job safety analysis, inspection reports. Customization of the system is in progress, anticipated to take 8 weeks.
  - New AED management system rolled out - data entry in progress, nearing completion
  
- **Training**
  - Aerial lift training scheduled for June 25. Staff who utilize lifts must attend.
  - Lexie completed a four day Industrial Hygiene course. Topics covered included air quality testing, ergonomics, hearing protection, physical hazard protection, toxicology, and biological hazards.
  
- **Chemical and Hazardous Waste Disposal**
  - Oil drums at DNT have been picked up. Other items are inventoried and ready to be picked up. Pickup date is being scheduled.
  
- **Document Updates**
  - Playground policy finalized, first reading at the 2/6/24, second reading 3/4/24
  - IEA is working with the district to re-write HSE procedural documents that were severely outdated including Bloodborne Pathogens Process and Emergency Operations Plan (ERCM). Goal to update procedural documents before the start of next school year.

- **Injury and Incident Statistics**

- **February 2024 (as of 3/5/2024)**

















- **OSHA Recordable Rate (TRIR): 1.05**
- **OSHA Recordable Injuries: 2**
- **Days Away from Work: TBD (25+)**
- **Days on Restricted Duty: 0**
- **Non-recordable Injuries: 7**
- **Near Misses/Hazards Reported: 1**

- **2024 Year-To-Date**

- **OSHA Recordable Rate (TRIR) (Goal  $\leq 1.00$ ): 1.56**
- **OSHA Recordable Injuries: 4**
- **Days Away from Work: TBD (25+)**
- **Days on Restricted Duty: 0**
- **Non-recordable Injuries: 22**
- **Near Misses/Hazards Reported: 1**

*The OSHA rate or TRIR (total recordable incident rate) is equivalent to the number of injuries requiring care beyond first aid per 100 full-time workers.*

# Technology Department - February 2024 Report

- **Cybersecurity**
  - Google Security
    - Gmail
      - 1.2M Emails Messages Accepted/Delivered. 
      - 105K Rejected. 
      - 44K Spam folders. 
      - 1.1K were identified as Phishing. 
      - 29 were identified having suspicious attachments. 
      - 6K were identified as Spoofing. 
      - 0 emails were identified as Malware
    - Account Information
      - 11,133 Active Accounts. 
      - 25.23TB of storage. 
      - 389.7K Files shared externally. 
      - 496 Suspicious login attempts. 
      - 985 Failed user login attempts. 
      - 56 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked. 
- **E-Rate RFP/Bid**
  - None
- **Technology Help Desk Tickets**
  - 346 New Technology Support Tickets Created. 
  - 385 Tickets were resolved. 
  - 218 Tickets remain unresolved. 
- **Remaining 2023 Summer Project Updates**
  - DSC BoardRoom AV.
  - CDW-G/Advanced Systems Integration, LLC Team will be onsite on April 29 & 30 to hopefully finish the project.
- **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](#)
  - 460.304 kg is our January 2023 Carbon Footprint. 
  - 3.41929 t is our May 2023 - January 2024 Carbon Footprint.

## **Transportation Report February 2024 Activities**

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

Our department continues to navigate daily changes in routing for general ed and Sped busing. We are working in the new system fully and are moving toward the full automatic capability in it.

We had 82 field trips completed in February.

### Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a short two helpers, we are still short on drivers.
- Joe has been dealing with staff and their concerns and occasionally has to sub a route.
- Staff is getting tired since we are doing extra to keep up with demand for busing.  
On a good note we have 1 helper and 1 driver starting on 3/11

### Bus Maintenance

- Buses are still having issues due to age and rust, but we are getting them back into usable condition.
- We received the other 2 used buses and are getting them ready to add them into service.
- We just purchased five more vans and they are in process of being readied for inspection so they can be sent out to sites for use.

Our oldest bus is a model year 2012 and the next oldest is a 2014. Current average mileage 84,283 as we continue to purchase these newer buses this number continues to come down (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
Districtwide	Kevin Jacobsen	In-kind	Future Forward 709 Referendum Videos	Story North Productions graciously donated two :30 spots, and a :60 spot for the Future Forward 709 Referendum May 14, 2024.
Headstart	Jane Killough	\$100.00	Support Head Start families	
Headstart	Jane Killough	\$50.00	Support Head Start families	
Lester Park ES	Steve & Lani Leino	\$100.00	To be spent on items for Lundell's Setting III classroom	
Piedmont ES	Salem Lutheran Church	In-kind		4 grocery sacks of assorted hats, gloves and mittens; 2 sacks of assorted child size pants; 1 bag of assorted child socks

**HUMAN RESOURCES ACTION ITEMS FOR: March 19, 2024**

<b>CERTIFIED APPOINTMENT</b>	<b>POSITION</b>	<b>EFFECTIVE DATES</b>
BARTIKOSKI, KAYLA J	LTS KINDERGARTEN/LAURA MACARTHUR, (MA) IV 5, 1.0, SISLO T. CHILDCARE LEAVE	02/07/2024
BOGENHOLM, BETHANY E I	SPED SMI/DCD SETTING III/MYERS WILKINS, (BA) III 1 1.0, RASMUSSEN C. TRANSFER	01/08/2024
CHMELIK, ROSALYN A	SPED STEPS SETTING IV TOSA/ROCKRIDGE, (BA) III 1, 1.0, MACDOWELL N. TRANSFER	01/17/2024
KOCHEVAR, ANNA M	LTS GRADE 3 TEACHER/HOMECROFT, (BA) III 1, 1.0, WILSON R. CHILD CARE LEAVE, TEMP POSITION	01/24/2024
LOHN, BREANNA J	LTS SPED PHYSICAL THERAPIST/DISTRICT WIDE, (PHD) V 9, 1.0, YANKOWIAK K. MATERNITY LEAVE	02/01/2024
LUEDTKE, JACK R	LTS ENGLISH TEACHER/DENFELD, (BA) III 1,1.0, HANSON D. PARENTAL LEAVE, TEMP POSITION	01/22/2024
SAVRE, JAMES A	MATH TEACHER/ORDEAN, LINCOLN PARK, (MA) IV 9, 1.0, KONIETZKO L. TRANSFER	02/05/2024
SMITH, MARK R	SPED DCD SETTING III TEACHER/EAST, (BA) III 1, 1.0, JONES J. TRANSFER	01/15/2024
ZSCHUNKE, AARON M	MATH TEACHER/ORDEAN, LINCOLN PARK, (MA) IV 9 1.0, KONIETZKO. L TRANSFER	01/08/2024

<b>CERTIFIED LEAVES</b>	<b>POSITION</b>	<b>EFFECTIVE DATES</b>
BACHINSKI, SUSAN D	PRE-K / STOWE MID CAREER LEAVE BEG 24-25 YR TO 12/20/24	12/20/2024
ELIASON, KAITLYN J	SPEC ED SPEECH LANGUAGE/DW	04/01/2024 06/07/2024
PETERSMEYER, ANNETTE K	SPED RESIDENTIAL EBD - ROCKRIDGE ACADEMY (START DATE TBD- BEGINNING OF 24-25 YR)	10/18/2024
PIERRE, MARGARET L	PREKINDERGARTEN/MYERS WILKINS	08/26/2024 06/06/2025
RIDGEWELL, CHRISTINE E	EARTH SCIENCE TEACHER/ORDEAN EAST	01/23/2024 02/09/2024
SERRANO RIVERA, ALBERTO R	ELA/DW	01/12/2024 01/26/2024
SOLARZ, KARI E	3RD GRADE TEACHER/PIEDMONT	02/01/2024 02/01/2027

<b>CERTIFIED RESIGNATION</b>	<b>POSITION</b>	<b>EFFECTIVE DATES</b>
PLESHA, STEVEN J	SPED RESOUC/ASST BASEBALL COACH - LINCOLN PARK MS/EAST HS	06/07/2024
PETERSON, BRUCE A	BUS DRIVER II	01/04/2024

<b>CERTIFIED RETIREMENT</b>	<b>POSITION</b>	<b>EFFECTIVE DATES</b>
BACHINSKI, SUSAN D	PRE K / STOWE	12/20/2024
BOYNTON, SANDRA J	MUSIC/BAND - ORDEAN EAST MS	06/07/2024
DUPRE, KATHLEEN B	MTSS COORD - LAKEWOOD ES	06/07/2024
FARNHAM, DEBBIE J	PRE K TEACHER / PIEDMONT ES	06/07/2024
FORBORT, KEITH A	GRADE 3 TEACHER - HOMECROFT ES	06/07/2024
GROHN, SUSAN L	SPED SCHOOL NURSE - DW	06/07/2024
MEHLING, MARIBEL L	GRADE 3 TEACHER/MYERS-WILKINS ES	06/07/2024
NYGAARD, WILLIAM D	SOCIAL STUDIES TEACHER - EAST HS	06/07/2024
PETERSMEYER, ANNETTE K	SPED RESIDENTIAL EBD - ROCKRIDGE	10/18/2024
POKRZYWINSKI, JOHN M	GRADE 6 TEACHER/ORDEAN EAST MS	06/07/2024

<b>NON-CERT APPOINTMENT</b>	<b>POSITION</b>	<b>EFFECTIVE DATES</b>
BICK, ANNIE M	BUS HELPER/TRANSPORTATION, 25/38WKS, \$16.40/HR	01/16/2024
BLAZEJAK, BRYAN P	SPED PROGRAM PARA/LINCOLN PARK, 32.5/38WKS, \$19.47/HR, COLLARD J. RESIGNED	01/08/2024
BORGH, KEITH G	SCHOOL CUSTODIAN I/STOWE, 40/52 WKS, \$17.52/HR, VACANT	01/11/2024
BOURGEOIS, MARYMALIA	SPED PROGRAM SETTING III PARA/LINCOLN PARK, 32.5/38WKS, \$20.65/HR, COLLARD J. RESIGNED	02/14/2024
CHRISTENSEN, PAMELA N	NUTRITIONAL SERVICE ASSISTANT/LOWELL, 17.5/38WKS, \$15.22/HR, HORN J. RESIGNED	01/08/2024
CHRISTINA, KENKNIGHT M	HEADSTART BUS HELPER/TRANSPORTATION, 20/38WKS, \$16.40/HR, TEMP POSITION	01/22/2024
DECARO, ZACHARY A	EXECUTIVE ASST. POSITION FINANCE/DSC, 40/52WKS, \$22.03/HR	01/29/2024
GJERDAHL, JESSIE R	CUSTODIAN/DENFELD, LAURA MACARTHUR, 40/52WKS, \$17.52/HR, RICHARDSON T. RESIGNED	01/10/2024
GOLMEN, KELSIE K	SPED PROGRAM PARA/MYERS-WILKINS, 15.75 MWF/38WKS, \$20.31/HR	01/22/2024
HARVICK, SAMUEL B	FLOATING CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$18.24/HR	01/02/2024
HINCHCLIFF, IRIS M	HOURLY MONITOR/LAKEWOOD, 23/38WKS, \$15.00/HR	01/31/2024
HOFFMAN, JANE D	SPED STUDENT SPECIFIC/MERRITT CREEK ACADEMY, 31.25/38WKS, \$19.89, MCCracken C. TRANSFER	01/30/2024
JOHNSON, DENISE M	HOURLY CLERICAL/LAURA MACARTHUR, 23/38WKS, \$15.00/HR	01/19/2024
JOHNSON, GRACE A	SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, \$19.47/HR	01/10/2024
KREAGER, DELANEY M	SPED STUDENT SPECIFIC SETTING III PARA/LOWELL, 31.25/38WKS, \$20.46/HR	01/31/2024
KREKELBERG, TRIANN C	HOURLY MONITOR/MYERS WILKINS, 12.5/38WKS, \$15.00/HR	01/16/2024
LARSON, GRACIE M	SPED BW PARA/MYERS-WILKINS, 31.25/38WKS, \$18.30/HR, DUPREE K. MED LEAVE, TEMP POSITION	01/22/2024
MENZ, LEEANNE C	SPED PROGRAM PARA/LESTER PARK, 31.25/38WKS, \$21.50/HR, SCHMIDT C. TRANSFER	01/25/2024
NETT, STEVEN D	CUSTODIAN I/LESTER PARK, 40/52WKS, \$17.52/HR	01/16/2024
POLDOSKI, JACKIE J	HOURLY MONITOR/LESTER PARK, 15/38WKS, \$15.00/HR	01/12/2024
SAMEC, CHLOE J	SPED PROGRAM PARA SETTING III/IV/LESTER PARK, 31.25/38WKS, \$20.46 HR, SCHMIDT, C TRANSFER	01/31/2024
TURNMIRE, KELLEY L	HOURLY MONITOR/CONGDON, 12.5/38WKS, \$15.00/HR	01/31/2024
WALSBERG, AMANDA L	SPED KEYZONE PARA/PIEDMONT, 17.5/38WKS, \$19.30/HR	01/22/2024
WESTBERG, CRYSTAL M	OSS INTERMEDIATE/ORDEAN, 40/46WKS, \$18.16/HR, BARONE-ERSPAMER A. TRANSFER	01/16/2024
WILLIAMS, CYNTHIA JOAN	HOURLY MONITOR/LESTER PARK, 15/38WKS, \$15.00/HR	01/09/2024
WILLIAMS, SOPHIE H	PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, \$19.30/HR, GIULIANI C. RESIGNED	01/24/2024
WILTON, PHYLLIS E	PRESCHOOL PARA/STOWE, 23/38WKS, \$19.30/HR, OZMUN N. LEAVE OF ABSENCE	01/22/2024
ZINMER, MARY P	HOSPITALITY CAREERS TECH TUTOR/DENFELD, 32/38WKS, \$21.84/HR, MARPLE B. MEDICAL LEAVE, TEMP POSITION	02/05/2024

<b>NON-CERT LEAVES</b>	<b>POSTION</b>	<b>EFFECTIVE DATES</b>
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GRADINE, JEFF S  
MARPLE, BROOKE K

CUSTODIAN I/DENFELD  
CULINARY TECH TUTOR/DENFELD

02/08/2024 02/21/2024  
02/06/2024 03/05/2024

**NON-CERT RESIGNATION**

BLAZEJAK, BRYAN P  
CHRISTINA, KENKNIGHT M  
CUSEY, DARREL W  
DICKENSON, JULIE K  
DOUGLAS, JESSICA N  
ETHIER, MARY C  
GREENBERG, JOSHUA D  
STEVRMER, NICKOLAS G  
WHITLOCK, NICHOLE E  
WIGHT, KATELYN A

**POSITION**

SPED PROG PARA/LINCOLN PARK MS  
BUS HELPER - TRANSPORTATION  
LIC ASL INTERPRETER / EAST HS  
CHILD NUTRITIONAL SERVICE ASST / DENFELD HS  
OFFICE SUPPORT SPECIALIST / EAST HS  
INSTRUCTIONAL PARA - MYERS-WILKINS ES  
BUS DRIVER II/TRANSPORTATION  
NETWORK ENGINEER II / DSC  
SPED BW PARA / ORDEAN EAST MS  
SPED PROG PARA SETTING III/IV / ROCKRIDGE ACADEMY

**EFFECTIVE DATES**

01/22/2024  
01/23/2024  
01/30/2024  
02/23/2024  
02/23/2024  
03/01/2024  
01/16/2024  
02/09/2024  
02/16/2024  
01/16/2024

**NON-CERT RETIREMENT**

SOMROCK, SHERRY E  
ZWAK, ELIZABETH J

**POSITION**

LIC ASL INTERPRETER/DENFELD HS  
CHECK & CONNECT PARA - EAST HS

**EFFECTIVE DATES**

06/07/2024  
06/07/2024

# Duluth Public Schools

## HR/BS Services Committee Monthly Fund Balance Report March 11, 2024 Committee Meeting REVISED BUDGET

3/8/2024 Percent spent

REVENUES	23-24		23-24		23-24		23-24		3/1/2024
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		
	FUND	Jul-23	JULY 23-24	July -June	July -June	July -June	BUDGET BALANCE		
General	1	\$ 126,200,922.80	\$ 127,478,292.31	\$ 62,246,036.78	\$ 3,796,008.56	\$ 61,436,246.97		49%	
Food Service	2	\$ 4,039,200.00	\$ 4,039,200.00	\$ 3,167,730.36	\$ -	\$ 871,469.64		78%	
		<b>INCR TO SALES/REVENUE</b>	<b>\$ 1,960,800.00</b>						
Transportation	3	\$ 7,020,941.12	\$ 7,020,941.12	\$ 2,071,816.42	\$ 185,215.04	\$ 4,763,909.66		30%	
Community Ed	4	\$ 8,495,545.00	\$ 8,516,152.95	\$ 3,449,851.45	\$ 199.43	\$ 5,066,102.07		41%	
Operating Captial	5	\$ 2,742,547.00	\$ 2,742,547.00	\$ 1,341,013.89	\$ 58,322.86	\$ 1,343,210.25		49%	
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -			
Debt Service Fund	7	\$ 23,647,223.00	\$ 23,647,223.00	\$ 2,387,522.90	\$ -	\$ 21,259,700.10		10%	
Trust Fund	8	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00		0%	
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 583,195.57	\$ -	\$ 366,804.43		61%	
Student Activity	79	\$ 58,406.00	\$ 585,259.43	\$ 229,192.16	\$ 5,711.50	\$ 350,355.77		39%	
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$ 173,430,884.92</b>	<b>\$ 177,216,515.81</b>	<b>\$ 75,476,359.53</b>	<b>\$ 4,045,457.39</b>	<b>\$ -</b>	<b>\$ 95,733,898.89</b>	<b>43%</b>	

EXPENSES	23-24		23-24		23-24		23-24		
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		
	FUND	Jul-23	JULY 23-24	July - June	July - June	July - June	BUDGET BALANCE		
General	1	\$ 120,283,293.86	\$ 123,654,428.65	\$ 72,948,024.13	\$ 2,821,601.74	\$ 47,884,802.78		61%	
		<b>CONTRACT NEGOTIATIONS</b>	<b>\$ 3,800,000.00</b>						
		<b>SPED ED</b>	<b>\$ 3,100,000.00</b>						
Food Service	2	\$ 4,012,876.00	\$ 4,012,876.00	\$ 2,976,795.54	\$ 1,322,866.28	\$ (286,785.82)		107%	
		<b>INCR TO SALES</b>	<b>\$ 1,987,124.00</b>						
Transportation	3	\$ 6,268,632.76	\$ 6,749,632.76	\$ 6,591,833.50	\$ 107,147.83	\$ 50,651.43		99%	
Community Ed	4	\$ 7,630,865.00	\$ 9,084,185.95	\$ 5,019,487.16	\$ 21,066.17	\$ 4,043,632.62		55%	
Operating Captial	5	\$ 7,999,619.25	\$ 7,999,619.25	\$ 8,237,614.17	\$ 861,743.52	\$ (1,099,738.44)		114%	
Building Construction	6	\$ -	\$ -	\$ 3,188,138.63	\$ 198,928.00	\$ (3,387,066.63)			
Debt Service Fund	7	\$ 23,640,000.00	\$ 23,640,000.00	\$ 26,931,588.45	\$ -	\$ (3,291,588.45)		114%	
Trust Fund	8	\$ 253,750.00	\$ 253,750.00	\$ -	\$ -	\$ 253,750.00		0%	
Dental Insurance Fund	20	\$ 915,000.00	\$ 915,000.00	\$ 616,835.17	\$ -	\$ 298,164.83		67%	
Student Activity	79	\$ 306,948.00	\$ 276,264.96	\$ 139,937.40	\$ 2,462.03	\$ 133,865.53		52%	
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$ 171,310,984.87</b>	<b>\$ 185,472,881.57</b>	<b>\$ 126,650,254.15</b>	<b>\$ 5,335,815.57</b>	<b>\$ -</b>	<b>\$ 44,599,687.85</b>	<b>71%</b>	

<u>Fin 160 ESSER III</u>	<u>Expenses</u>
Program 030 Asst Supt	\$ 41,401.00
Program 110 Admin	\$ -
Program 108 Tech	\$ 1,759,504.51
Program 203 Elem	\$ 980,133.47
Program 211 Secondary	\$ 798,552.82
Program 640 Staff Dev	\$ -
Program 805 Operations	\$ -
Program 760 Transportation	\$ 215,293.76
Program 740 Pupil Engage	\$ 5,897.64
	<b>\$ 3,800,783.20</b>

<u>Ex Curricular</u>	<u>Fund 01</u>
Program 298 Revenue	\$ 391,356.67
Program 298 Expense	\$ 367,645.03

**Fundraisers Reported  
February 2024**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Denfeld HS	Denfeld Spanish	\$100.00	33% of sales using our code as long as we sell over \$150
Denfeld HS	Denfeld Spanish	\$150.00	20% of net sales from Cold Stone Creamery

# DESIGN TREE

engineering + land surveying

March 9, 2024

Duluth Public School District  
713 Portia Johnson Drive  
Duluth, MN 55811

Regarding: Homecroft Elementary Parking Lot Reconstruction

Dear Duluth Public School District,

On March 5, 2024, 8 bids were opened for the above referenced project. Kiminski Paving, Inc. based out of Cloquet, Minnesota submitted the low bid for the project. Below is a list of all bids received for the project. All bidders also submitted the required bid bond and responsible contractor forms, which were required.

Company	Bid Amount
Kiminski Paving, Inc.	\$411,187.00
Northland Constructors of Duluth	\$418,400.00
Sinnott Contracting, LLC	\$457,339.00
Rachel Contracting, LLC	\$479,250.00
Veit & Company, Inc.	\$484,460.00
Ulland Brothers, Inc.	\$565,100.00
JMF Construction, Inc.	\$567,628.00
KTM Paving, Inc.	\$596,600.00

Design Tree has reviewed and evaluated the bids that were submitted for completeness, math errors, the necessary documentation and spoken to the low bidder. Based on the price bid for the project, our evaluation of the bids and the Contractor's experience in working on these types of projects, it is Design Tree's professional opinion that Kiminski Paving, Inc. is the lowest responsible bidder for the project and our recommendation for the School District to accept the bid and award the contract for the Homecroft Elementary Parking Lot Reconstruction project to Kiminski Paving, Inc.

The next step in the process, if the School District concurs with our recommendation, is to issue the Notice of Award. Design Tree will then send the Contracts to Kiminski Paving, Inc., which will need to be submitted back to Design Tree along with the Payment Bond, Performance Bond and Certificate of Insurance for the project.

After reviewing the above information, if you should have any questions regarding the responses above, please feel free to contact me at (320) 227-0203 or at [mjg@dte-ls.com](mailto:mjg@dte-ls.com).

Sincerely,

DESIGN TREE ENGINEERING, INC.



Michael Gerber, P.E.

Civil Engineer

Enc: Bid Tabulation



**Expenditure Contracts Signed  
February 2024**

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

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

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

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

**DU** = Department Unrestricted (General Fund)

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

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

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
United Bus Sales	\$194,712.26*	Transportation (DR)	Purchase of two used 2020 IC School Bus (\$90,820.00/bus)
Goodguys Motor Co.	\$43,984.93*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$42,916.18*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$43,866.30*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$42,797.55*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$41,728.80*	Transportation (DR)	2014 Chevy Express Van
Shay'baron Chapman	\$225.00*	Office of Education Equity (DR)	Black History Brunch – food prep, cooking, serving
Yvonne Woodfork	\$400.00*	Office of Education Equity (DR)	Black History Month step dance team instructor
Tkeyan Adams	\$225.00*	Office of Education Equity (DR)	Black History Brunch – assist with event preparation
Lakeside Presbyterian Nursery School	\$1,164.50*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP

Lakewood Little Lynx Preschool	\$420.00*	Early Childhood Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Adela Alvarez	\$4,300.00*	Lester Park ES (DR)	Spanish Club Coordinator



United Bus Sales, Inc.  
16676 197th Ave NW  
Big Lake, MN 55309  
612-478-8525

<b>INVOICE</b>	V 7162
<b>Date</b>	/ /
<b>Date Open</b>	01/24/2024

Page: 1 of 1

Sold To : 336-8700 218

Ship To :

DULUTH PUBLIC SCHOOLS ISD709  
709 PORTIA JOHNSON DRIVE

DULUTH MN 55811 USA

Written By THERESA	Terms CASH	Time 14:09:39	Customer Po # 3411U 3412U	Promised	Phone	Ship Via	
Unit #	Plate #	Year	Make	Model	Mileage/Hrs 0/0.0	VIN	Engine

Qty	Description	Price	Amount
1.000	USB3411U 2020 IC 4DRBUC8P4LB043888 /	90820.00	90820.00
1.000	USB3412U 2020 IC 4DRBUC8P6LB043889 /	90820.00	90820.00
1.000	VST* Vehicle Sales *	12487.76	12487.76
2.000	REGDOCBUS DOC ADMIN FEE BUS	200.00	400.00
2.000	REGREGISTRATIONTE REGISTRATION FEE TE PLATES -2024	5.00	10.00
2.000	REGREGISTRATIONTE REGISTRATION FEE TE PLATES -2026	10.00	20.00
2.000	REGPLATETE PLATE FEE FOR TE PLATES	10.00	20.00
2.000	REGTECH TECHNOLOGY SURCHARGE	4.50	9.00
2.000	REGPSVFEE PS VEHICLE FEE	3.50	7.00
2.000	REGTRANSFER TITLE TRANSFER TAX	10.00	20.00
2.000	REGTITLE TITLE FEE	8.25	16.50
2.000	REGDEPUTY STATE DEPUTY FILING FEE	20.00	40.00
2.000	REGDEPUTY SURCHARG DEPUTY REGISTRAR SURCHARGE	1.00	2.00
2.000	REGVEHICLEEXCISE VEHICLE EXCISE TAX - ST LOUIS COUNTY	20.00	40.00
	<b>SubTotal</b>		<b>194712.26</b>

AUTHORIZATION: I authorize United Bus Sales to perform services shown, including the furnishing of all necessary labor/materials/parts. I agree to make full payment for services upon completion unless terms are authorized by the United Bus Sales. LABOR DISCLAIMER: seller disclaims all warranties, either express/implied, for labor performed in the repair of Owner's vehicle; Seller shall warranty its labor for a period of ninety (90) days following the date of such repair. PARTS DISCLAIMER: any warranties on the product sold hereby are those made by the manufacturer. Seller disclaims all warranties, either express/implied, including any implied warranty of merchantability or fitness for a particular purpose, Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts unless separate warranty is delivered by United Bus Sales. PARTS RETURN: All special-order returnable parts are subject to the manufacturer's warranty and vendors restocking charge. All claims for returned parts must be accompanied by the purchase invoice. No refund after 30 days. Seller is not responsible for labor on parts not installed by in Seller's shop. TERMS: Strictly cash unless arrangements made. All invoices remaining unpaid 30 days from the date of invoice are subject to late fee of 1 1/2% per month. Any vehicles/parts remaining on United Bus Sales property after 30 days from invoice date shall bear storage fees of \$10 per day until they are picked up.

Thank you for your business and we look forward to serving you again.

Paid by

*Imine Zwick*

**TOTAL DUE 194,712.26**

03E 013 760 733 548 000











## AGREEMENT

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of Feb, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Shay'baron Chapman, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2/17/24 and shall remain in effect until 2/18/24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*  
Black History Brunch Assistant - food prep, cooking, serving, etc.
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 ~~2000.00~~ \$ 225.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 809 Wagon Wheel Trail, Mendota Heights mn 55120.

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:

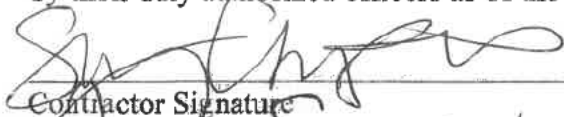
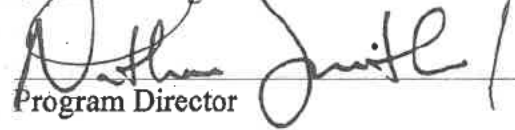
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of 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 2/17/24  
  
 Program Director \_\_\_\_\_ Date 2-20-24

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

**This contract is funded by either:**

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


**Please check the appropriate line below:**

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

01	E	005	203	101	366	013
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

\_\_\_\_\_  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 2/26/24  
 \_\_\_\_\_ Date 3/1/24

## AGREEMENT

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of Feb, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Yvonne Woodfork, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2/17/24 and shall remain in effect until 2/18/24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Step Dance Team Instructor for Black History 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 \$ 50 hourly and \$ 400.<sup>00</sup> 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: Notie Smith, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 825 Partridge St, Duluth, MN 55811

Apt. 209

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.

Y. Wood  
Contractor Signature

[Redacted]  
SSN/Tax ID Number

2/17/24  
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 Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	203	101	304	013
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

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

2/26/24  
Date

Simone Zunic

3/1/24

AGREEMENT

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of Feb, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Tkeyah Adams, an independent contractor, hereinafter called Contractor.

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

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

1. Dates of Service. This Agreement shall be deemed to be effective as of 2/17/24 and shall remain in effect until 2/18/24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Black History Brunch Assistant,

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 ~~500.00~~ \$ 225.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

Treyah Adams

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:


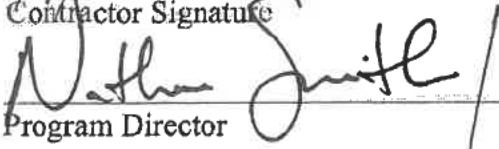
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of 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 02/18/2024  
  
 Program Director \_\_\_\_\_ Date 2-20-24

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

D1	E	005	203	161	306	013
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

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

2/26/24  
 Date



3/1/24

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 29th day of February, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Presbyterian Nursery School, 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 November 28th and shall remain in effect until February 1st, 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 (3 days per week) Tuesday, Wednesday, and Thursday, following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 4430 McCulloch Street, Duluth, MN 55804.

The approximate date the service will begin is November 28th, 2023 and shall not extend beyond February 1st 2024; the contract not to exceed a total of 27 Days (attending 3 days per week. The District will pay 3 days per week @ \$50.25 per day including a \$260 registration fee).

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 Dr., 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 \$904.50, including a \$260 registration fee, and \$1,164.50 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](mailto: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 Lakeside Early Learning at 4628 Pitt St, Duluth, MN 55804.

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**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:

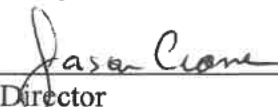
**Workers’ Compensation Insurance:** Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of 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
		2/29/24
Program Director		Date

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

**This contract is funded by either:**

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

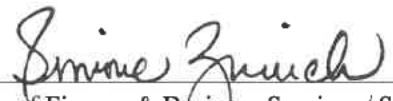
**Please check the appropriate line below:**

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

01	E	005	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

	3/1/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 13th day of February, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, 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 February 7th and shall remain in effect until April 25th, 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's and Friday's following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 5207 N. Tischer Road, Duluth, MN 55804.

The approximate date the service will begin is February 7th, 2024 and shall not extend beyond April 25th, 2024; the contract not to exceed a total of 20 Days (attending 2 half-days per week. The District will pay 2 half-days per week @ \$140.00 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 Dr., 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 \$140.00 monthly and \$420.00 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](mailto: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 Lakewood Little Lynx Preschool at 5207 N. Tischer Road, 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.

Contractor Signature	SSN/Tax ID Number	Date
		2/16/24
Program Director		Date

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

**This contract is funded by either:**

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

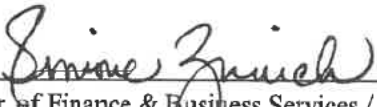
**Please check the appropriate line below:**

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

01	E	005	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

	2/21/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of January, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Adela Alvarez, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2/5/24 and shall remain in effect until 3/1/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 20 hourly and \$ 4300 in total.

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

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: Simone Zurich, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2816 Hogberg St., Duluth, MN, 55811.

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

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

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

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

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

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

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

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

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

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

13. *Conflict of Interest and Fiduciary Duty.* All contractors doing business with the District agree to follow Policy 207 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

[Signature] \_\_\_\_\_ [Redacted] \_\_\_\_\_ 1/22/2024  
 Contractor Signature SSN/Tax ID Number Date

[Signature] \_\_\_\_\_ 1/30/2024  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	203	161	<sup>305</sup> 366	013
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

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

2/15/24  
 Date



September 11 2023

ISD 709  
Duluth Public Schools  
Administration and School Board Members

RE: Lester Park Foundation's award to ISD 709 for Part-Time Spanish Club Coordinator

ATTN: Shannon Brown and ISD 709 School Board

SUBJECT: The below cost defines the award given to ISD 709 to support a part-time coordinator for Lester Park Elementary's afterschool Spanish Club.

Lester Park Foundation (LPF) is a non-profit foundation that seeks to support, enhance, and enrich educational experience and opportunities for all students at Lester Park Elementary School. In the spring of 2023, the LPF piloted a Spanish Club program. The pilot was able to accommodate 39 kids from across grades K - 5, but 68 kids were waitlisted. With the success of the initial pilot, we expect interest and demand to grow this upcoming year. The pilot had a capacity issue: it was dependent on two people from the LPF to manage the program and two student teachers from UMD with limited availability. To ensure a sustainable and robust program that can meet student interest, this grant to the district of \$4300 serves to hire a part-time program coordinator that will both manage the logistics and teach the after-school clubs.

---

#### Program Details

Two six-week sessions:

- October 23rd - December 8th (no club the week of Thanksgiving break)
  - March 4th - April 12th
- Lester Park Foundation will support the school in hiring and training

#### LPF Grant Breakdown to District

- Up to 60 hours of program coordination and teaching prep time at \$20 an hour: \$1200 per year
- Up to three classes per day, 2:15 - 4:30pm at \$20/hr, for a Fall and Spring sessions: \$2700 per year
  - 11.25 hours a week for six weeks = up to 67.5 teaching hours per session
  - Could accommodate up to 225 kids for a once a week session
- Materials and Supplies: \$400 per year
- **Grant Total: \$4300**

#### Benefit to Lester Park Elementary School and ISD 709 District:

- Increase language enrichment
  - Increase cultural enrichment
  - Expands after-school program options
  - Could serve as a model for other schools looking to expand foreign language options
-

There will be no overhead or indirect costs associated with the above award; this award may only be used for funding the coordinator position and costs associated with the coordinator running the Spanish Club (e.g., club materials).

This grant is annual and can be renewed upon agreement with the Lester Park Foundation.

If there are any questions or any additional need, please let me know.

Sincerely,

Jon Benson

A handwritten signature in black ink, appearing to read "Jon Benson", with a stylized flourish at the end.

Board President  
Lester Park Foundation



September 11 2023

ISD 709  
Duluth Public Schools  
Administration and School Board Members

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This grant is annual and can be renewed upon agreement with the Lester Park Foundation.

If there are any questions or any additional need, please let me know.

Sincerely,

Jon Benson

A handwritten signature in black ink, appearing to read 'Jon Benson', with a stylized flourish at the end.

Board President  
Lester Park Foundation

**Revenue Contracts Signed  
February 2024**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

<b>Name</b>	<b>Amount or Estimated Amount*</b>	<b>Contract Source</b>	<b>Description</b>
Nordic Auction	\$33,366.60	Facilities	Facilities auction profit from Garfield

## **AGREEMENT FOR AUCTIONEERING SERVICES**

**THIS AGREEMENT**, made and entered into this 15th day of February, 2024, by and between Independent School District No. 709, a public school corporation, hereinafter called District, and Nordic Auction, an independent contractor, hereinafter called Auctioneer.

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

**The terms and conditions of this Agreement are as follows:** Nordic Auction will provide auctioneering services for one day, selling surplus items of the Duluth Public School District.

**1. Dates of Service.** This Agreement shall be deemed to be effective as of February 1, 2024 and shall remain in effect until February 25, 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. The parties agree that the Auction to take place pursuant to this Agreement shall be on February 24, 2024.

**2. Performance.** Auctioneer will provide Auction services governed by state laws and the Uniform Commercial Code, Minn. Stat. 336, generally, at 330 Garfield Avenue, Duluth, MN 55802 at the starting time of 10:00 A.M on February 24, 2024 (the "Auction"). Auctioneer services will include the setup and teardown of the event, appraisal of goods in concert with District for setting starting bids, registration of bidders, and any other such services necessary to conduct the auction. Within five business days following the Auction, Auctioneer will provide the District with a written list of every item sold and the cost of the item. The District, as the consignor, will work with the Auctioneer to identify goods that remain unsold at the end of the auction.

**3. Reimbursement/Commission.** In consideration of the performance of Auctioneer of its obligations pursuant to this Agreement, District hereby agrees to pay Auctioneer a percentage of the income of the goods sold at the auction. This percentage will be 20%.

The Auctioneer is required by Minnesota Statute 270C.65 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.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of the total dollar amount of auction proceeds from the Auctioneer, provided that Auctioneer provides the written list of items sold in accordance with Paragraph 2 of this Agreement;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

service. District reserves the right to offset any overpayment or disallowance of any service or services at any time under this Agreement. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Auctioneer for disallowed costs.

**6. 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 Auctioneer has provided, prepared, or utilized in performance of the terms of this Agreement.

**7. Independent Contractor.** Both the District and Auctioneer 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, Auctioneer shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Auctioneer'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.

**8. Indemnity and defense of the District.** Auctioneer 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 Auctioneer 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.

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

All notices to be given by District to Auctioneer shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Nordic Auction, 2713 Courtland St, Duluth, MN 55806.

**10. Assignment.** Auctioneer 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.

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

**12. 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.

13. **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.

14. **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.

15. **Data Practices.** Auctioneer 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.** 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:** The Auctioneer 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 Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

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

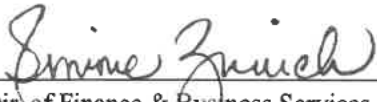
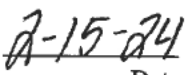
**Please check the appropriate line below:**

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

01	R	012	110	000	099	115
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



# PERSONAL PROPERTY AUCTION CONTRACT



## Agreement for Sale of Personal and Chattel Property by Auction

Agreement made this Feb 20 day of 2024, between

of \_\_\_\_\_, hereafter called Seller,  
and NORDIC AUCTION CO., Inc., hereafter called Auctioneers.

The auctioneer hereby agrees to use his professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale.

The seller hereby agrees to turn over and deliver to the auctioneers, to be sold at public auction the items listed below and on the reverse side and attached sheets. No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between seller and auctioneer. If item is sold or withdrawn, auctioneer shall receive full commission on the item. If auction is cancelled by seller, all advertising expense and cost of cancelled ads plus any other incurred expenses will be paid to Nordic Auction Co., Inc.

The auction is to be held at 330 GARFIELD AV. Duluth, Mn.

on the 24<sup>th</sup> day of FEB, 2024. And in case of postponement because of inclement weather, said auction will take place on later date agreeable to both parties. It is mutually agreed that all said goods be sold to the highest bidder, with the exception of items specified by seller in writing to be protected. Auctioneer shall receive full commission on any item withdrawn from sale or transferred or sold within 60 days after the auction. It is further mutually agreed that the auctioneers may deduct their fee at set rate below from the gross sales receipts, resulting from said auction sale. The auctioneers agree to turn net proceeds from sale over to seller immediately following auction, along with sale records and receipts. The seller agrees that all expenses incurred for the advertisement, promotion, and of conducting said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any liens or encumbrances.

The seller covenants and agrees that he has good title and the right to sell, and said goods are free from all incumbrances except as follows: (if none WRITE NONE) NONE

Item	Mortgage or Lein Holder	Address	Approximate Unpaid Balance

Seller agrees to provide merchantable title to all items sold and deliver title to purchasers. Seller agrees to hold harmless, the auctioneers against any claims of the nature referred to in this contract.

Seller agrees to pay all sale expenses including:

Auctioneer's Fee 20%

Clerk's Fee \_\_\_\_\_

Cashier's Fee \_\_\_\_\_

Other Personnel \_\_\_\_\_

Advertising Actual

Other \_\_\_\_\_

(x) [Signature]  
(Auctioneer's Signature)

(x) [Signature] 320-248-6440  
(Seller's Signature) (Telephone)

(x) [Signature]  
(Seller's Signature)

(x) [Signature] 218-336-8704  
(Seller's Signature) (Telephone)



## Grant Applications February 2024

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
NRIP Mini Grant Application	Cassidy Wellhouse	Laura MacArthur Elementary	\$500.00	These funds would be used to support PBIS at our school. Each year we order shirts for every student to be able to have a shirt that has our mascot and PBIS language on them. This is impactful for all students and staff to have a shirt that gives them a place to belong as well as a clean shirt for their wardrobe.
Minnesota Arts Grant	Rachel Lofald	Denfeld/Music	\$10,000.00	Provide music lessons from community artists for our students in Band, Orchestra, and Choir to cover 200 lessons
Arrowhead Regional Arts Consortium	Rachel Lofald	Denfeld/Music	\$5,000.00	Provide music lessons for students in choir, band, and orchestra to cover 100 additional lessons
Duluth Public Schools Grant	Joshua Borchardt	Denfeld, Science	\$3,000.00	GE Kits for DNA/Genetics to be used in most of our science classes
Minnesota Start Arts Board	Katie Scheufeli	Duluth Preschool/Head Start	\$10,340.00	As part of the Head Start grant, one of our goals is, "Walking the Talk of Equity and Inclusion." As part of this very important goal, our program has committed to make a conscious and sustained effort to stay focused on closing the opportunity/achievement gap for populations that have been historically underserved by our school district, community, and country at large. Our program has worked to increase

			<p>representation of people of color in our classrooms and for the past 3 years, Duluth preschool has partnered with local BIPOC artists for a 10 week artist in residency program which has been well received by our classrooms, students, families and folks in the community. Our program has committed \$10,000 annually to support this program which allows us to have our BIPOC Artist in Residency in 8 of our 12 full day classrooms. I would like to write this grant to extend this amazing opportunity to all of our full day classrooms. In addition to increasing the number of classrooms we offer this program to, I would like to be able to increase artist pay, supply budget and support a family engagement piece at the end of the 10-week program.</p>
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## RESOLUTION

### Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Districtwide	Kevin Jacobsen	In-kind	Future Forward 709 Referendum Videos	Story North Productions graciously donated two :30 spots, and a :60 spot for the Future Forward 709 Referendum May 14, 2024.
Headstart	Jane Killough	\$100.00	Support Head Start families	
Headstart	Jane Killough	\$50.00	Support Head Start families	
Lester Park ES	Steve & Lani Leino	\$100.00	To be spent on items for Lundell's Setting III classroom	
Piedmont ES	Salem Lutheran Church	In-kind		4 grocery sacks of assorted hats, gloves and mittens; 2 sacks of assorted child size pants; 1 bag of assorted child socks

## **RESOLUTION**

### School Board Member Attendance at MSBA/MASA Day at the Capitol

RESOLVED, that Independent School District 709, St. Louis County, Minnesota, pay costs incurred, as per District policy, for school board members to attend MSBA/MASA Day at the Capitol.

## **RESOLUTION**

### **Duluth Federation of Teachers**

**RESOLVED**, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and the Duluth Federation of Teachers, a summary of which is in the hands of all School Board members, be approved and adopted for the period 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.

**COLLECTIVE BARGAINING AGREEMENT**

between

**INDEPENDENT SCHOOLS DISTRICT NO. 709**  
**DULUTH, MN**

and

**DULUTH FEDERATION OF TEACHERS**  
**Local 692, A.F.T.**  
**Certified Exclusive Bargaining Agent**

**EFFECTIVE DATES**  
**2023-2025**

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**ARTICLE I**  
**Recognition**

- A. The School District hereby recognizes the Duluth Federation of Teachers, Local 692, as the exclusive bargaining representative of all teachers of the District as defined in this Agreement and in the Public Employment Labor Relations Act of 1971, as amended, and of all professional personnel employed as registered or public health nurses, physical therapists, occupational therapists, and Head Start teachers. Further: Any teacher represented by the D.F.T. shall have the right to meet with and consult with a Union representative at their worksite.

**Access to membership lists**

By October 1 of each school year, the district shall provide in electronic form to the Union the names, addresses, telephone numbers, email address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On a quarterly basis of on request, the District shall provide the Union with a current bargaining unit list. Such requests shall be filled within five days.

**Access to worksites**

Representatives of the Union shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Union representatives shall make their presence known to the worksite supervisor of their designee. Such visits shall not interrupt normal work responsibilities.

**Maintenance of membership**

Any member of the bargaining unit may authorize the District to deduct from their pay the amount of dues charged by the union. This authorization must be in writing and forwarded to the Payroll Office not less than two (2) weeks before the payday when it is to become effective. The district agrees to implement all the terms of dues-check off authorizations submitted to the District by the Union and agreed to by the Employee.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated on the authorization.

When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the week preceding October 1 each year. Cancellation must be in writing, and forwarded to the Payroll Office with in that week.

1. Teachers shall mean all persons in the unit employed by the School District in a position for which the person must be licensed by the State Board of Education, whether compensated according to Exhibit "B" or on a per diem, hourly or class rate basis, specifically including but not limited to:
  - a. Classroom Teachers
  - b. Counselors
  - c. Media Specialists
  - d. Psychologists
  - e. Social Workers
  - f. Work Experience Teachers (WECEP, WED, WEH)
  - g. Special/Vocational Teacher Coordinators
  - h. Speech Language Pathologists
  - i. Curriculum Technology Integrators
  - j. Vocational Education Advisors
  - k. Teachers Employed Under Federal and/or State Grant Programs

- l. Early Childhood Teacher
  - m. Parent Educator
  - n. Support Service Managers/Special Education Case Managers
  - o. Helping Teachers/Teachers on Special Assignment
  - p. Staff Developers
  - q. Nurses
  - r. Chemical Health Specialists
  - s. Activities Director
  - t. Facilitator for QSC
  - u. Elementary Specialists
2. Teachers shall not include:
- a. Superintendent
  - b. Assistant Superintendents
  - c. Principals
  - d. Assistant Principals
  - e. Administrative Assistants
  - f. Confidential Employees as Defined in Minnesota Statutes 179A.03, Subd. 4
  - g. Supervisory Employees as Defined in Minnesota Statutes 179A.03, Subd. 17
  - h. Administrative Trainees
  - i. Department heads who devote more than fifty percent (50%) of their time to administrative or supervisory duties.
  - j. Employees hired to replace an absent teacher where the substitute is employed for thirty (30) or less working days as a replacement for that teacher.
- B. Adult vocational teachers who work less than three hundred (300) hours in any school year. When a new classification requiring a license is to be established which is not clearly supervisory, the Union will be notified in writing not less than fifteen (15) days prior to the hiring of a person or persons to fill the position or positions and the parties shall promptly meet to agree whether such classification should be included or excluded under this Agreement, and if included, the terms and conditions of employment therefore. If no Agreement is reached regarding inclusion in, or exclusion from the bargaining unit, either party may petition the Minnesota Bureau of Mediation Services to make such determination subject to all rights of appeal under the PELRA. Pending the determination and resolution of all such issues, including the terms and conditions of employment, the School Board may appoint a person or persons to fill such position or positions, provided that the School District has posted notice of the availability of such positions to be filled and the parties have met at least once as provided above.
- C. The Superintendent and the D.F.T. President will jointly establish an interview team to recommend the Facilitator for QSC.

## **ARTICLE II**

### **Purpose And Scope Of Agreement**

The School District and the Union recognize a common responsibility to work together toward the achievement of quality education. The attainment of this directive requires mutual cooperation between both parties and all members of the staff.

To promote this objective the parties have agreed upon the following terms relating to terms and conditions of employment which shall be applicable to all personnel of the School District covered under this Agreement. Neither the School District nor any employee covered by this Agreement shall enter into any agreement either written or unwritten which is in violation of this Agreement.

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 this Agreement or by applicable law or the regulations of the Minnesota State Board of Education.

In carrying out the terms and conditions of this Agreement, neither the Union nor the School District will discriminate for or against any person because of race, color, creed, national origin, sex, religion, age, sexual orientation or physical impairment to the extent prohibited by law.

**ARTICLE III**  
**Grievance Procedure And Arbitration**

The purpose of this procedure is to provide a method whereby employees who are members of the bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement.

**A. Definitions**

1. A "***grievance***" is an action instituted under this Article by an aggrieved employee or the Union in the belief that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents, or contractors.
2. The aggrieved employee is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.
3. The term "***days***" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday or such holidays as provided in this Agreement, the next calendar day which is not a Saturday, Sunday or such 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 Right**

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 their choice, including a Union representative, at all steps of this grievance procedure, including 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 after Step I.

**C. Procedure**

1. **Step I** - The aggrieved employee shall present their grievance within twenty (20) days of the time they knew or should have known of the act, event or default of the School District, the School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement.

The grievance shall be presented in writing to their building Principal or other immediate supervisor who is not a member of the bargaining unit under this Agreement or when the act, event or default which is alleged is not the action or failure to act of a building Principal or other immediate supervisor, then the employee or employees may initially file a grievance at Step II of the grievance procedure in like manner and within the time limits provided in this Section.

The written grievance shall state the nature and date of the violation to the best of the 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, President or Supervisor shall immediately set a hearing date that is within five (5) days of the filing and notify the aggrieved employee and their designated representative. A decision in writing by the Principal, President or Supervisor shall be rendered within five (5) days of the hearing and communicated to the aggrieved employee, the Union, and the Superintendent of Schools. Any appeal from this decision shall be taken by the aggrieved employee within twenty (20) days of the communication of the decision to him/her.

2. **Step II** - In the event an appeal is filed from a decision at Step I, or in the event of a grievance initially filed at Step II under this Article, or at the option of the Superintendent, the Superintendent shall set a hearing date that is within ten (10) days of the filing of such grievance or appeal, or within twenty (20) days of communication to the Superintendent of the decision at Step I, and so notify the aggrieved employee, the Union, and on an appeal the Principal, President or Supervisor rendering the decision at Step I. The Superintendent or their designee shall conduct such hearing and notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Supervisor rendering the decision at Step I of their decision in writing within ten (10) days of the hearing.
- D. **Arbitration** - The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II, or if no decision has been made by the Superintendent, within forty (40) days of the Step II hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21, subd. 2. Upon receipt of such list and within five (5) days thereafter, the Union and 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 (1) 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 the hearing.

Their written decision shall state the facts and Articles of the Agreement on which the decision relies, shall include 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 arbitrability of the grievance if such issue is raised by the School District and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall they 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, but each of them (the School District and Union) shall pay the cost of their own witnesses except as otherwise provided herein, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator, and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

For purposes of complying with Minnesota Statute with 572B.19(a), the arbitrator shall mail their decision by certified mail to the grievant and the representatives of the employer and the Union.

E. **Miscellaneous Provision**

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, its 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.
2. The Union may file a grievance when it is alleged that a member of the bargaining unit has violated this Agreement.

3. The Union may file a grievance concerning an alleged violation of this Agreement when the members of this unit would not reasonably be expected to have knowledge; e.g., failure to post a vacant or new position, failure to notify the Union of creation of new positions, failure to notify the Union of transfers denied.
4. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Union after Step I 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.
5. 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.
6. 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. Likewise, where the aggrieved employee has not appealed a decision at Step I for whatever reason, the School District shall not be bound by the decision at Step I in the case of other grievances on the same or similar issues by other employees, the same employee, or the Union. In the case of an event, act or default which is of a continuing nature, the employee and the Union shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
7. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
8. 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 Superintendent of Schools shall first authorize any hearings at Step I during working hours.
9. When arbitration hearings are held during normal working hours, employees who appear at the request of the Union and who shall not lose wages from the School District due to their participation in such hearings are as follows:
  - a. The number of employees including the grievant or grievants equal to the number of persons testifying in the grievance proceeding on behalf of the public employer; or
  - b. If the number of persons testifying on behalf of the public employer is less than three (3), three (3) employees including the grievant or grievants may still participate in the proceedings without loss of wages.
  - c. The Union President may attend without loss of pay and shall not be counted in the numbers determined in a. and b. above.
10. 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 IV**  
**Assignment And Transfer**

- A. The School District recognizes that it is desirable in assigning personnel to consider the interests and aspirations of their employees. An attempt shall be made to place people in the school and class for which

they are qualified and have the greatest interest, consistent with the needs and requirements of the School District.

B. Procedures for posting and application assignment and transfer:

1. Posting

- a. Newly established positions or positions that are vacated during the school year by retirement, resignation or death shall be posted not more than fifteen (15) working days after it has been determined through official School Board action that such vacancy is about to occur.
- b. Positions that are vacated during the school year resulting from a transfer to another position shall be posted not more than fifteen (15) days after acceptance of such transfer.
- c. Positions that are vacant resulting from the incumbent being selected for another position effective with the next school year will be posted within ten (10) days after acceptance by the incumbent of a new position.
- d. Positions which are vacated due to reasons listed above will be posted and filled in accordance with this Article with the successful applicant assuming the position with the start of either the semester or next school year.
- e. When a position is awarded with the successful applicant assuming the position at a later date, the position may be filled on a temporary basis for the remainder of the semester or year by an employee hired in accordance with this contract and State statute.
- f. All postings shall be posted on the District's website with a copy of each notice furnished to the Union posted on the School District's website and posting of vacancies that occur during the school year will be emailed to all sites for posting.
- g. Positions posted on or after August 15 shall not be filled until after one working day has elapsed after the date of posting. Positions filled pursuant to a one (1) day posting on or after August 15 shall become a regularly filled position, and any teacher that accepts such a position shall be entitled to eight (8) hours of pro rata pay to pack and move their classroom.

2. Application Timeline

- a. Applications shall be submitted within five (5) working days of the posting to be considered for the vacancy except as provided in B.1.g. of this Article.

3. Posting Notices

- a. Each position that is posted shall be described with minimum qualifications and assigned building(s).

C. The following provisions shall apply in the filling of new or vacant positions:

1. Only applicants exceeding or meeting the minimum qualifications stated in the posting notice may be hired to fill a position.
2. The most senior applicant will be selected to fill the position except as follows:
  - a. Newly established or vacant positions for Teachers on Special Assignment (TOSA), Curriculum Specialist, Activities Director and Assertive Discipline may be filled by the District based on the unique qualifications needed for the position.
  - b. A less senior applicant may be chosen in a maximum of five percent (5%) of the positions posted to date in the current school year. A position filled with a less senior applicant pursuant to Section C.2.a., immediately above, does not count toward the five percent (5%) maximum.
3. An applicant will not be awarded more than two (2) transfers during any contract year.
4. Posting Timeline:
  - a. Normal Posting Timeline: Once an applicant has been informed in person (i.e., face-to-face or telephone is acceptable; a voice message is unacceptable) that they is being offered the position, they will have two (2) District workdays to inform the District of their decision to accept the position. If the applicant does not notify the District of their decision to accept the position within two (2) District workdays, they waives any right to the position and the next most senior applicant (subject to the limitations contained in paragraphs 1., 2., and 3. above) will be offered the position and will be subject to the same timeline for acceptance of the position.

- b. One-Day Posting Timeline: An applicant offered a position as a result of a posting pursuant to Article IV. B.1.g. shall be subject to the timeline contained in Paragraph a. above, except that the applicant shall have until 9:00 a.m. the following District workday to notify the District of their decision to accept the position. If the applicant does not so inform the District, they waives any right to the position.
5. The administration shall keep accurate records which will identify the positions which were posted, the number and seniority rank of the applicants, those who were interviewed, and the successful applicant. This information shall upon request be made available to the Union.
- D. Transfers necessitated by school closings or reduction of staff shall be accomplished by those employees so affected applying for vacancies for which they are qualified and being transferred in accordance with Paragraph D. of this Article.

Transfers due to reduction of staff shall be accomplished by retaining the senior employees in those positions which remain provided they are properly licensed for those positions unless conditions exist justifying a variance from the normal rule. Conditions justifying a variance exist whenever:

1. An existing academic program would be eliminated by this process.
2. There would be a significant adverse impact upon an existing academic program for students.
3. There would be a significant adverse impact upon an existing extra-curricular program for students; e.g., no other teacher within the building is qualified to assume the extra-curricular assignment in which the teacher's presence in the building during the school day is needed; the continuity of the extra-curricular program is adversely affected. (The Principal shall have determined that a qualified replacement does not exist from within the building before initiating the transfer process.)

Whenever a less senior teacher is retained, written reasons for such variance shall be given to the teacher being transferred and the Union.

A senior teacher being transferred may appeal to a Transfer Review Committee and the decision of such committee shall be final and binding. The Transfer Review Committee shall be composed of five (5) members consisting of one (1) School Board member appointed by the Chairperson of the School Board; two (2) administrators appointed by the Superintendent; and two (2) persons appointed by the Union. Alternates for each of the five (5) members may also be appointed.

Transfers due to school closings shall be made prior to July 1 of each school year.

- E. Transfers due to administrative requests shall be identified by April 1 by a letter of notification of such request, including the reason for said request. Such teachers may apply for vacant positions under Paragraph D. of this Article. If denied a position or if no application is made, administrative transfers up to three percent (3%) of the bargaining unit may be made. Administrative reassignments occurring pursuant to Paragraph D. of this Article or administrative realignment of the assigned schools of elementary media specialists, physical education specialists, art specialists, music specialists and music itinerant teachers shall not be considered as unrequested transfers.

The requirements of this Section do not apply to unrequested transfers made to accomplish realignment as described in *Strand vs. Special School District No. 1*. If a teacher is transferred to another licensure area as a result of such realignment and circumstances thereafter change that remove the necessity of the transfer the District shall give immediate notice to the teacher of the option to be reinstated to their former position. The teacher will have two (2) District workdays to inform the District of their decision to accept the position. If the applicant does not notify the District of their decision to accept the position within two (2) workdays, they waives any right to the position. Any teacher thereafter entitled to the position will be offered the position and will be subject to the same timeline for acceptance of the position.

F. **Federal Grant and Special Services Departments**

1. New positions and vacancies shall be filled pursuant to Sections B and C of this Article.
2. The following staff may be affected by the provisions hereinafter stated:
  - a. Head Start

- b. LD and EBD Teachers - Except secondary and elementary teachers assigned to self-contained classrooms are subject to transfer pursuant to Section D of this Article. Elementary teachers in self-contained classrooms may be reassigned due to the lack of physical space needed for primary subjects pursuant to Section F of this Article.
  - c. Psychologists
  - d. Social Workers
  - e. Speech Language Pathologists
  - f. Nurses
  - g. Occupational Therapists
  - h. Physical Therapists
  - i. New positions placed in unit pursuant to Article I when assigned to two (2) or more buildings.
3. Staff referred to in Paragraph 2. above shall be subject to changes:
- a. At any time during the school year, whenever increases and/or decreases in number of children identified for their services pursuant to the Regulations and Guidelines of the State Department of Education; or
  - b. Development of new programs; or
  - c. Increases and decreases in staff occur. (A decrease in staff does not occur allowing a permanent reassignment where there is a temporary decrease during the posting and hiring process to fill a vacancy.)

Whenever possible, reassignments for the following year shall be made prior to the close of the school year.

A written notice shall be given to the teacher(s) affected, stating the reason(s) for reassignment at least twenty (20) calendar days prior to reassignment, with a copy also going to Human Resources and the Union.

- 4. Any teacher objecting to a transfer of assignment pursuant to this Section may appeal the decision to a Special Service Transfer Review Committee which shall be composed of five (5) members, two (2) administrators appointed by the Superintendent; two (2) employees appointed by the Union, and one (1) School Board member appointed by the Chairperson of the School Board. The decision of the Special Service Transfer Review Committee shall be final and binding.
- G. In the interest of reducing travel time and cost, the D.F.T. and District agree that whenever two (2) teachers occupy the positions at two (2) buildings which total 2.0, the District, with agreement of the teachers, may combine part-time positions to constitute two (2) 1.00FTE positions. The most senior of the teachers will have their choice of position.
- H. Part-time Postings
- 1. .1 and .2 FTE positions may not be posted and may be assigned by the Senior Human Resource Manager to fill out certified staff teaching positions.
  - 2. .3 positions and above shall be posted and following the guidelines set forth in the most recently approved teacher collective bargaining agreement.
  - 3. All full and part time TOSA positions must follow the posting and interviewing guidelines set forth in the teacher collective bargaining agreement.
  - 4. A certified staff member may agree to take a .1 and .2 position as an overload if they hold the appropriate teaching license.
  - 5. .1 and .2 FTE positions may be assigned to a certified teacher on a variance only if an appropriately licensed teacher at the site refuses to teach the .1 and/or .2 FTE position as an overload and/or an appropriate licensed could not be hired from a posting.

**ARTICLE V**  
**Leaves Of Absence Without Pay**

- A. Leaves of absence without pay shall be granted upon written application to Human Resources for the following reasons:
1. **Military** leaves of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes, Section 192.261.
  2. **Parental Leave:** Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. In order to be eligible for parental leave, the teacher must request the parental leave in writing to Human Resources at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the teacher shall be assigned to the teacher's former position unless it has been eliminated.

If during parental leave the District experiences a layoff and the teacher would have lost their position, pursuant to the layoff provisions of this Agreement, had the teacher not been on parental leave, then the teacher is not entitled to reinstatement in the teacher's former position and, in such circumstances, the teacher shall retain all rights under the layoff and re-employment provisions of this Agreement as if the teacher had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the teacher 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.

Teachers may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District and shall expire at the end of a semester or academic school year unless mutually agreed by the teacher and the District that it expire at another time.

3. **Family and Medical Leave Act:** Teachers 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.
4. **Organizational:** Employees who are elected or appointed representatives of the Union shall upon request be granted leaves of absence for the purpose of conducting the duties of the Union as required by Minnesota Statutes, Section 179A.07, subd. 6.
5. **A full time program of study** related to the employee's licensed field, provided application is made prior to April 1, or approved by the Superintendent if application is made after April 1, for the following school year. Such leave shall be for a period of one (1) school year. The number of such leaves shall be not more than ten (10) persons in any one school year, nor more than ten percent (10%) of the persons in any field of certification or one (1), whichever is greater.
6. **Medical** leave of absence up to two (2) years shall be granted while an employee is unable to perform the regular duties of their employment because of illness or injury. This leave may, at the option of the School Board, be extended for a maximum of an additional three (3) years upon request at the end of each prior year.
7. **Other:** Leaves of absence shall be granted for any other reason that is required by law. Leave may also be granted, at the discretion of the Superintendent, upon written request for purposes other than those enumerated.
8. All proposed changes in Board policy related to leaves of absence without pay shall be reviewed by a sub-committee of the District-wide Quality Steering Committee.

- B. Upon termination of their leave of absence and return to the school system, the employee shall be placed at the same position on the salary schedule as they would have been had they taught in the District during such period if the leave was granted for any of the following purposes:
  - 1. Military leave, provided that the requirements of Minnesota Statutes, Section 192.261 are complied with.
  - 2. Medical and parental leave of absence of less than eighty (80) working days in any school year.
  - 3. Exchange teaching programs with schools in Minnesota or in other states, territories, or countries.
  - 4. Federal, foreign, or military teaching programs.
  - 5. The Peace Corps, Teacher's Corps, or Job Corps, if the individual is a full-time teacher in such program.
- C. Any teacher on leave of absence may, if they so elects, remain in the School District's hospitalization group, provided they pays all premiums monthly.

**ARTICLE VI**  
**Personal Leave Day**

- A. Three (3) personal leave days to be used at the discretion of the teacher under the following guidelines:
  - 1. A written request shall be submitted to employee's Principal or other immediate supervisor at least five (5) days prior to the requested leave day.
  - 2. Upon confirmation of the leave by the site supervisor, the employee will request a substitute through the District's absence management system and use the time tracking system to request the leave. If no substitute is needed, the time tracking system shall be used to record the reason for the absence. Use of the absence management system and recording of the absence in the time management system will not authorize the leave unless it has been approved by the site supervisor.
  - 3. In emergency situations written requests may be submitted after the fact, however, it is understood that the teacher will assume the responsibility in such an emergency of notifying the building Principal or other immediate supervisor at the earliest possible time.
- B. Deduction for personal leave shall be from accumulated sick leave.
- C. No personal leave days may be carried over from one school year to the next school year. Not more than fifty (50) contract teachers of the bargaining unit may be allowed to take personal leave on the same day except that no more than forty (40) contract teachers may be allowed personal leave on Mondays and Fridays or a workday immediately preceding or following a holiday or recess period referred to in Exhibit C of this Agreement. Requests will be honored on a first-come first-served basis upon receipt of the request in the Human Resources Department of the District.
- D. Teachers with a balance to be paid to the sick leave bank will not be allowed to use personal leave until the balance is repaid.

**ARTICLE VII**  
**Leaves Of Absence With Pay**

- A. **Absences with pay** shall be granted for the following reasons:
  - 1. Time necessary to submit to one (1) Selective Service physical examination per year.
  - 2. Military leave of absence with pay as required by law.
- B. **Absences with pay** may be granted by the Superintendent for the following reasons:
  - 1. Visits to another school
  - 2. Educational conference, workshop, or convention
  - 3. Service as a member of a committee, task force or commission relating to education appointed by the Federal or State government.
  - 4. Reasonable time for Union business upon written request by the Union and payment by the Union of the cost of substitutes required.
  - 5. Other reasons deemed appropriate.
- C. **Sick Leave Allowance**

1. **Yearly allowance:** Ten (10) days full pay for personal illness shall be allowed in any one (1) school year to eligible employees covered under this Agreement.  
**Cumulative Plan:** Unused allowance for personal illness shall be cumulative to a maximum of two hundred ten (210) days. (i.e., no buffer)
2. Holidays which occur during absence on account of personal illness, death in family, or family leave shall be compensated for and shall not be deducted from sick leave.
3. An employee who fails to report on the first day of the school year shall not receive salary for time previous to the date of reporting unless absence is due to personal illness or death in family, in which case salary shall be allowed for such period of time as may be due under the accumulated leave or sick leave bank.
4. In no case shall the yearly allowance for personal illness or death in the family be credited until the employee reports for duty on or after the opening of school in the fall.
5. An employee who has been absent for five (5) days or less may be required to sign a form stating that such absence was due to personal illness, and an employee who has been absent for more than five (5) consecutive working days may be required to submit a doctor's certificate covering such absence.
6. A teacher who is injured due to a battery by a student shall be granted leave without loss of pay for a period not to exceed five (5) days, if a physician certifies that the injury precludes the teacher from performing the duties of their position. Such a leave shall not be deducted from the teacher's accumulated sick leave.
7. **Sick Leave Bank**
  - a. A committee consisting of three (3) teachers appointed by the Union and three (3) members appointed by the Superintendent, shall adopt rules and regulations governing the sick leave bank, which is to be administered by the school district. The Superintendent shall appoint the chair from one of the six (6) members.
  - b. All employees in the teachers' bargaining unit working under contract half time (1/2) or more, shall be members of the sick leave bank and shall contribute days pursuant to (c.) below and may use days pursuant to the Sick Leave Rules and Regulations.
  - c. At such point that the bank becomes less than a total of three hundred (300) days, the process of deducting one (1) day shall be repeated from each member of the bargaining unit having more than five (5) days of accumulated leave remaining.
  - d. The rules and regulations adopted may modify the provisions of this Article by reducing, if such committee deems proper, the amount of the deduction or the bank balance limitation contained above.
  - e. An employee is eligible to use the sick leave bank following the exhaustion of yearly and accumulative sick leave credited to their personal account and prior to the date they begin receiving benefits under the long term disability insurance program of the School District, but shall not be entitled to use the sick leave bank once they begin receiving benefits under the long term disability insurance program or any time thereafter for any one illness or injury. The employee shall not be eligible for the sick leave bank if they refuses to apply for long-term disability benefits within thirty (30) days of receiving the forms from the District.
  - f. The total maximum number of days that may be withdrawn by any employee from the sick leave bank shall be one hundred eighty (180).
  - g. Teachers who have borrowed days from the sick leave bank will repay days from their yearly allowance at the beginning of each school year until all days have been repaid. The maximum required repayment shall be five (5) days per year.
  - h. A teacher must have been employed for a minimum of three (3) continuous years to utilize the sick leave bank.
  - i. Any employee that retires with more than 180 sick days will donate the remaining days to the sick bank. Any employee that separates from the School District and does not qualify for the Health Care Savings Plan will donate their sick days to the sick bank.

**D. Death in Family Allowance**

1. 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 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.
2. 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. The cost of any substitute employee required shall be paid by the employee for such additional days as are missed; otherwise such additional days are to be deducted from sick leave.
3. Definition of "**family**" under death in family allowance shall constitute members of the immediate family of an employee, spouse or registered domestic partner and shall include father, mother, brother, sister, husband, wife, child, grandparent, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law, 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.

**E. Family Leave**

1. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee. Employees may use more than twenty (20) sick leave days per year for absences due to illness or injury of a child to the extent provided in Minnesota Statutes, Section 181.9413. 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 teacher who is not a member of the bargaining unit.
2. "**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, mother-in-law, father-in-law, stepparent, 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 employee's political subdivision of residence as a domestic partner of an employee of the District.

**F. Jury Duty**

1. When a teacher is selected for jury duty, upon notification to their supervisor, they shall be released from their regular assignment for such duty. The teacher, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the teacher shall make a request of the court for release from that assignment prior to being placed on such jury.
2. The teacher will receive their regular contractual salary while on jury duty; however, their jury per diem pay excluding mileage and expense money received by the teacher is to be surrendered to the School District.

- G. Eligible employees under Paragraphs C., D., E., and F. of this Article shall be those paid for one-half (1/2) time or more. Employees paid for less than full time shall accumulate and use sick leave on a pro-rata basis.

**ARTICLE VIII**  
**Teacher Personnel Files**

A teacher shall have the right to inspect and to obtain copies at their expense of all evaluations and files within the School District and maintained at the Administration Building or local school office relating to the individual teacher as provided by Minnesota Statutes, 122A.41, Subd. 15 and to submit for inclusion in the file written information in response to any such material.

- A. Identification or written authorization shall be required before access is given to any file.
- B. All evaluations of a teacher shall be reviewed with him/her by their Principal prior to filing. The teacher shall be requested to sign the evaluation to indicate that they has reviewed the same, and be given a copy

upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and each teacher so evaluated shall be informed.

- C. Official grievances filed by any teacher under the grievance procedure shall not be placed in the personnel file of the teacher nor shall such a grievance become a part of any other file or record utilized in personnel assignments; nor shall it be used in any recommendations for personnel assignment.
- D. All materials received for inclusion in a personnel file shall be stamped with date received for filing.
- E. An employee shall be notified whenever derogatory material, which does not contain their signature, is entered into the personnel file.
- F. Each individual personnel file shall have a form placed in it to be used whenever someone outside the Human Resources Department is provided information or inspects that file. It shall have space for the date, name, and reason for inspection.

**ARTICLE IX**  
**Health Care Savings Plan (HCSP)**

- A. To be eligible to receive the Health Care Savings Plan (HCSP) benefits through the Minnesota State Retirement System (MSRS), a teacher (employee) must be immediately eligible for a Minnesota pension plan at separation of service and have fifteen (15) years of total service to the School District.
- B. Employees shall be granted ten (10) days of sick leave per year, which may accumulate. Up to one hundred eighty (180) days of accumulated sick leave may be used for Plan purposes.
- C. The daily rate of pay (DRP) shall be the basic daily rate at the time of termination (including longevity step) not including additional compensation for extra-curricular, extended employment or other additional compensation. The daily rate of pay will be determined by dividing the teacher’s annual salary, plus longevity by 190 days. An employee must work until the end of the first semester in a school year to qualify for the daily rate of pay in that year, if not, the daily rate of pay shall be the rate of the prior contract year. The Superintendent may, at their discretion, make exception to these waiting periods. If termination occurs after service to the District ceases, the basic daily rate of pay shall be the rate of the last day of service, which follows eighty nine (89) calendar days of continuous service.
- D. Determination of the first HCSP amount: Up to one hundred (100) days of accumulated sick leave x daily rate of pay at retirement shall be contributed to the HCSP as outlined in Section J below. Any accumulated sick leave days remaining, beyond one hundred (100) days will be used in Section E below.
- E. Calculation of employee’s second HCSP amount: The amount contributed by the District to the employee’s account shall be determined as follows. Each employee will be credited one (1) day for each year of service to the District. This total will be multiplied using a multiplier determined from the chart below. Formula days referred to in the chart shall be equal to the number of accumulated sick leave days at retirement. The number of days derived (1 day/year of service x multiplier) shall be added to any sick leave days remaining after subtraction of days determined in Paragraph D. placed in the HCSP The total will be multiplied by the employee’s daily rate of pay and will be deposited in the employee’s HCSP as outlined in Section J below.

<b>HCSP Account Formula Multiplier Chart</b>	
<b>(Accumulated Sick Leave Days = Formula Days)</b>	
<b>Formula Days</b>	<b>Multiplier</b>
150 to 180	3.35
125 to 149	3.25
100 to 124	3.15
75 to 99	3.05
50 to 74	2.95

25 to 49	2.85
0 to 24	2.75

- F. Employees discharged for cause shall not be eligible for benefits under the HCSP payable at retirement or the Addendum, if applicable.
- G. The employee must give written notice of resignation/retirement of employment to Human Resources prior to February 1 if not returning for the following school year, or three (3) months prior to resignation/retirement if during the school year, whichever occurs earlier, except in cases of emergency involving serious illness or other justifiable cause, an employee may terminate employment after such time limits with the approval of the Superintendent and may receive benefits under the HCSP. Written notice of resignation/retirement received after February 1 for the following school year will result in a one year deferment of the District contribution as stated in paragraph J. The District will allow an employee to remain in their current position if they rescind their resignation/retirement prior to April 1 of that year. Otherwise, the employee may apply for internal postings.

(In order for the one year deferment to become effective, the district must inform members via email of the February 1<sup>st</sup> deadline a minimum of 3 times prior to the 1st of the month beginning in November. Included in these email reminders shall be the deadline to receive an accurate HCSP estimate at least one month prior to the February 1<sup>st</sup> deadline. The one-year deferment set forth above will not apply under circumstances in which an employee submits a timely request for a HCSP estimate by the deadline established by the District and does not receive the requested HCSP estimate by January 1.)

- H. To be eligible for benefits under the HCSP or the Addendum, if applicable, the employee must retire with an effective date the last day of a semester or another date with prior approval of the Superintendent.
- I. If a retiring teacher meets the criteria of exemption from the HCSP according to Minnesota State Retirement System (MSRS) guidelines, the amount of the HCSP payment calculated in Article IX of the Collective Bargaining Agreement, shall be placed into a 403(b) account of the retiring teacher's choice of the allowed District vendors. The decision of the Minnesota State Retirement System (MSRS) shall not be grievable under the Collective Bargaining Agreement grievance process. The payments will be made in the same time line as defined in Section J below.
- J. Payments made for the amount calculated in Section D and Section E above shall be as follows: One-third (1/3) at the time of retirement, one-third (1/3) one (1) year after the first payment and the final one-third (1/3) two (2) years after the first payment. If the individual is taking family insurance and one-third (1/3) of the amount is less than the yearly family premium, the deposit will be the amount of a yearly family premium. If a retired teacher dies before all or a portion of the benefit has been distributed, the balance due must be paid to the deceased's estate. At no time will the sum of the payments be greater than the sum of the amounts in Section D and Section E.

**ADDENDUM TO ARTICLE IX**  
**Health Care Savings Plan (HCSP)**

- A. Due to IRS regulations in effect at this time, the Memorandum of Understanding governing Article IX, HCSP, does not contain a 403(b) match provision. In the event that the IRS rules that a non-taxable benefit can retain its non-taxable designation when offset by a taxable benefit option, employees may choose to have their HCSP contributions reduced by contributions to their 403(b) plan pensions in the manner described below. In no event, however, will the provisions in this Addendum take effect before the effective date of the MOU, which is June 15, 2002.
  - 1. Beginning the next calendar year following the completion of fifteen (15) years of service to the School District, an employee may elect annually to participate in a 403(b) match program. An employee may exchange up to one hundred (100) days of sick leave balance with employer match. The number of days exchanged and matched will be determined by the following schedule. To be eligible to

participate in the match program the employee must have at least forty (40) days of accumulated sick leave immediately following that year's sick leave allocation. Should the employee have less than forty (40) days of accumulated sick leave, the employee will have to delay participation until this level is reached. To participate the employee must match the value of the days contributed.

2. Sick leave days which are matched will be deducted from: a. the portion of the one hundred (100) days to be contributed to the HCSP at the time of retirement, b. the maximum accumulation for determination of benefits, and c. the employee's total sick leave accumulation to date.
3. Match calculations shall be determined as follows: Members electing to participate in the match for a given year will do so according to the schedule with the amounts determined by years of service. Failure to participate in a given year will not cause the member to forfeit future participation. Those desiring to participate in the match will notify the District during open enrollment. Should the member's match calculation exceed the amount allowed by State law, the excess amount of District contribution will be credited to the individual to be taken in cash on the second pay period of the calendar year. In the event that a negotiated contract settlement is reached after the expiration of the current contract period, any amount due the employee as a result of an increase in salary as a part of the District match contribution will be paid in cash the second payday following acceptance of the new contract.

Years of Service	Days Matched At Daily Rate of Pay	Days Traded For Matched Days
16	3.75	7
17	4.00	7
18	4.25	7
19	4.50	7
20	4.75	7
21	5.00	7
22	5.25	7
23	5.50	7
24	5.75	7
25	6.00	7
26	6.25	7
27	6.50	7
28+	6.75	7

After exchanging ninety-eight (98) days of accumulated sick leave, the remaining two (2) days of sick leave available for exchange will be multiplied by 1.93 times daily rate of pay, to determine the match amount in the final year.

In no event may an employee trade more than one hundred (100) days of sick leave for purpose of the 403(b) match program.

The following Paragraph B. will replace Paragraph E. in the new Article IX language:

- B. Calculation of employee's HCSP Account: The amount contributed by the District to the employee's account shall be determined as follows. Each employee will be credited one day for each year of service to the District. This total will be multiplied using a multiplier determined from the chart below. Formula days referred to in the chart shall be equal to the number of accumulated sick leave days plus traded match days. The number of days derived (1 day/year of service x multiplier) shall be added to any sick leave days remaining after subtraction of days determined in paragraph D. placed in the HCSP. The total will be multiplied by the employee's daily rate of pay and will be credited to the employee's HCSP Account.

<b>HCSP Account Formula Multiplier Chart</b>	
<b>(Accumulated Sick Leave Days + Traded Match Days = Formula Days)</b>	
<b>Formula Days</b>	<b>Multiplier</b>
150 to 180	3.35
125 to 149	3.25
100 to 124	3.15
75 to 99	3.05
50 to 74	2.95
25 to 49	2.85
0 to 24	2.75

**ARTICLE X**  
**Teacher Workday**

**High School Teacher Workday:**

1. This language will apply to high schools consisting of grades 9, 10, 11 and 12. (Duluth East and Duluth Denfeld)
2. The high school teacher workday will be an eight (8) hour day, which may begin from 7:00 a.m. to 7:45 a.m. The usual starting time shall be 7:45 a.m. however, individual teachers and the building Principal may mutually agree upon starting times other than 7:45 a.m. The normal end of the teacher workday will be 3:45 p.m. or as determined in light of mutually agreed upon start times.
3. Teachers shall be entitled to a half-hour (1/2) duty free lunch period exclusive of passing times and a class period of duty free preparation time.
4. High School Teacher Day:
  - a. The high school teacher workday shall consist of seven (7) academic class periods. A teacher may be assigned an average daily assignment not to two hundred forty (240) minutes of academic class time exclusive of passing times. A teacher shall not be assigned more than five (5) academic classes. All full time teachers will receive at least one (1) class period of duty free preparation time during the student day. (However-see Article XXI C.1)
  - b. Non-academic assignments:  
A full-time teacher may be assigned a non-preparatory sixth assignment (study hall, lunchroom supervision, hall duty, in-school suspension supervision or other assignment mutually agreed upon by the teacher and the principal) for one class period equivalent to one semester only. Sixth assignments shall not be assigned to special education teachers as it infringes upon due process time in their day, part time teachers, traveling teachers, or teachers on a 1/6 overload.. In addition, teachers shall participate in a Professional Learning Community (PLC) for one period per week prior to the student day. In accordance with the Teacher Development and Teacher Evaluation Plan (TDE) the PLC shall be teacher driven. In addition, up to two (2) additional PLCs per month, not to exceed eighteen (18) a year, may be scheduled. The additional two (2) PLC meetings may be guided by the administration. Teachers may also be asked to attend up to fifty (50) minutes of staff meeting time per month during the period prior to the student day.  
Part time teachers: Through mutual agreement between the teacher and administration, part time teachers will paid pro-rata compensation for their PLC time depending what the teacher's individual schedule will allow. Otherwise PLC's are not required.
5. During the remaining teacher time at the high schools, the teacher shall be in the school and available to their students for student requested assistance, and available to the Principal in case of operational emergencies.

6. The school Principal may request and the individual teacher may agree to supervise students prior to commencement or immediately following the regular school day provided such time shall be included in the teacher's eight (8) hour day and the teachers eight (8) hour day shall be adjusted accordingly.
7. Items not addressed in the High School Teacher Workday shall be subject to the provisions in Article X that apply to secondary teachers, contained in the currently applicable teachers' collective bargaining agreement.

**Middle School Teacher Workday:**

1. This language will apply to middle schools consisting of grades 6, 7 and 8. (Lincoln Park and Ordean East)
2. The middle school teacher workday will be an eight (8) hour day, which may begin from 7:00 a.m. to 7:45 a.m. The usual starting time shall be 7:45 a.m. however, individual teachers and the building Principal may mutually agree upon starting times other than 7:45 a.m. The normal end of the teacher workday will be 3:45 p.m. or as determined in light of mutually agreed upon start times.
3. Teachers shall be entitled to a half-hour (1/2) duty free lunch period exclusive of passing times and a class period of duty free preparation time.
4. Middle School Teacher Day:
  - a. The middle school teacher workday shall consist of seven (7) academic class periods. A teacher shall not be assigned more than five (5) academic classes. All full time teachers will receive at least one (1) class period of duty free preparation time. All full-time teachers will receive at least one (1) class period teaming preparation. Special Education teachers will not be required to have a teaming prep as they have due process time. If a teacher covers a class for a colleague on a day in which block scheduled are in effect, they will receive the equivalent to one and a half (1 ½) overload pay.
  - b. Non-academic assignments:
 

The non-academic assignments in Article X - I A. 1. a. are no longer assignable. Instead if teacher has a preparation period during the student day their non-academic assignment shall be a Professional Learning Community (PLC) for one period per week prior to the student day. In accordance with the Teacher Development and Teacher Evaluation Plan (TDE) the PLC shall be teacher driven. In addition, up to two additional PLCs per month, not to exceed eighteen (18) a year may be scheduled. The additional two (2) PLC meetings may be guided by the administration. Teachers may also be asked to attend one (1) staff meeting per month during the period prior to the student day. Teachers may also be asked to attend one teaming meeting per week prior to the student day. Meetings during the period before the student day beyond required PLC's ,staff meetings and teaming meetings shall not be required.

Part time teachers: Through mutual agreement between the teacher and administration, part time teachers PLC time will be created by coverage and/or pro-rata compensation depending what the teacher's individual schedule will allow. Otherwise PLC's are voluntary.
  - c. Advisory Period:
 

All full time certified staff may be assigned an advisory period up to two (2) times er week. The advisory period shall be held on days when block scheduling occurs and shall not exceed 64 minutes in total. Part time teachers: If a teacher is .8 FTE or .9 FTE they may be assigned an advisory period. Teachers who are .7 FTE or less shall not be assigned an advisory unless there is mutual agreement between the teacher and administration. All part time teachers will be paid pro-rata compensation if the advisory period is in addition to what the teacher's individual schedule will allow.
  - d. Flex/Intervention: All full-time certified staff mya be assigned a flex/intervention period up to two times per week. The flex/intervention period shall be held on days when block scheduling occurs and shall not exceed 78 minutes per week in total.
  - e. Part-time teachers: If a teacher is .8 FTE or .9 FTE they may be assigned a flex/intervention period. Teachers who are .7 FTE or less shall not be assigned a flex/intervention period unless there is

- mutual agreement between the teacher and administration. All part time teachers will be paid pro-rata compensation if the flex/intervention period is in addition to what the teacher's individual schedule will allow.
- f. A minimum of twenty-five (25) minutes of after school student programming time will occur after the student day and during the teacher workday. It is understood that teachers will be available for students after the student contact day. (i.e., homework help, IEP meetings, etc.) Also, it is understood that the teacher may accept reasonable responsibilities mutually agreed to by the teacher and administration related to middle school program activities. (i.e., Excel, academic clubs, intramural programs, coaching etc.)
  - g. Any or all of the periods of academic assignments may be utilized by administration for assignment of the teacher to supervise various school related non-academic activities.
5. During the remaining teacher time at the middle schools, the teacher shall be in the school and available to their students for student requested assistance, and available to the Principal in case of operational emergencies.
  6. It is understood that middle school teachers will accept reasonable responsibilities in connection with those types of co-curricular activities occurring after the teacher's workday, which are presently conducted.
  7. The school Principal may request and the individual teacher may agree to supervise students prior to commencement or immediately following the regular school day provided such time shall be included in the teacher's eight (8) hour day and the teachers eight (8) hour day shall be adjusted accordingly.
  8. Items not addressed in the Middle School Teacher Workday shall revert to the provisions in Article X that apply to secondary teachers, contained in the teachers' collective bargaining agreement.

**Residential Teacher Workday:**

1. This Language will apply to the following Residential and Day Treatment sites: Chester Creek Academy, Merritt Creek Academy, Woodland Hills Academy, Arrowhead Academy, Superior Academy, Bethany
2. All Residential Teachers shall be entitled to a half-hour (1/2) duty free lunch period exclusive of passing times and a class period of duty free preparation time.
3. Residential Secondary Workday
  - a. Work Day:  
The Residential and Day Treatment teacher workday will be an eight (8) hour day, which may begin from 7:00 AM to 7:45 AM. The normal end time of the teacher work day will be from 3:00 PM - 3:45 PM or as determined in light of mutually agreed upon start times.
  - b. Academic Assignment:  
The Residential teacher workday shall consist of six (6) academic class periods. A teacher may be assigned an average daily assignment not to exceed two hundred seventy (270) minutes of academic exclusive of passing times. A teacher shall not be assigned more than five (5) academic classes. All full-time teachers will receive at least one class period of duty-free preparation time per day. \*including teachers of "hospitalization settings" or "short-term settings"
  - c. Non-Academic Assignments:  
A teacher's non-academic assignment shall be a Professional Learning Community (PLC) for one period per week. Teachers may also be asked to attend one (1) staff meeting per month. The non-academic assignments in Article X-IA. 1. a. are no longer assignable. Instead, if teachers have a preparation period during the student day their non-academic assignment shall be a Professional Learning Community (PLC) for one period per week.  
Through mutual agreement between the teacher and administration, part time teachers PLC time will be created by coverage and/or pro-rata compensation depending what the teacher's individual schedule will allow.
  - d. Home Room Period:

The Residential and Day Treatment home room period shall be a maximum of 25 minutes within the student day. This is considered a non-preparation assignment; i.e., the teacher will not be expected to prepare any material or presentation.

All full-time certified staff may be assigned an advisory period or an intervention period. Teachers whose assignment is at more than one site (within one contract day) shall not be assigned an advisory period in order to provide for travel time.

- e. Special Education Teacher Due Process Time follows the terms and conditions of Article X contained in the currently applicable teachers' collective bargaining agreement.
4. Residential Elementary Teacher Day  
The details of the elementary school day are as follows:
  - a. The period of work for the elementary teacher may begin as early as 7:30 a.m. or as late as 8:15 a.m. The starting time shall be determined within these limits by the administration.
  - b. All elementary teachers shall receive a 55 minute, uninterrupted prep period.
  - c. Every elementary teacher shall have a maximum of 5.5 hours of instructional class time per teaching day.
  - d. Teacher meetings called by the administration that would occur during the usual preparation period shall be held to a minimum, not to exceed two (2) per month.
5. Residential and Day Treatment teachers will not be available to students before or after school in order to create PLC and Due Process time.
6. During the remaining teacher time at the residential sites, the teacher shall be in the school and available to their students for student requested assistance, and available to the Principal in case of operational emergencies.
7. Items not addressed in the Residential Teacher Workday shall be subject to the provisions in Article X that apply to secondary teachers, contained in the currently applicable teachers' collective bargaining agreement.

#### **AEO Academic Excellence Online (AEO) / Area Learning Center (ALC) Teacher Work Day/Week:**

##### **Full-time AEO/ALC positions:**

The schedule is as follows:

1. The work week shall be a four (4) day week, Monday through Thursday.
2. The typical teacher work day shall be 8:00 a.m. to 6:00 p.m. and shall include (1) class period of duty-free preparation time and thirty (30) minutes of duty free lunch time.
3. The maximum length of the teacher work week shall be forty (40) hours.
4. Variation from the normal AEO/ALC teacher work day or work week may be made by mutual consent of the teacher and the building administrator.
5. Duties may not be scheduled on holidays or recess days.
6. Licensed teaching positions are TOSA
7. A teacher workday may be a digital learning or a combination of digital learning and the ALC seat based program.
8. Each seat based ALC class shall be considered a .2 FTE.

Digital Learning student enrollment consists of students enrolled in courses at Academic Excellence Online (AEO) and Area Learning Center (ALC) Credit recovery and independent Study. A teacher's workload shall follow state online guidelines limiting the number of students per section. A teacher teaching 3+ digital classes (majority of their assignment being digital) shall not have a total student roster exceeding 200 active students at any one time. This roster shall include students in additional classes taught such as seat-based, independent study, and credit recovery assignments. As a TOSA the number of preparations shall be considered but not limited to the Article X limits. Upon mutual agreement by the principal and teacher, the above limits may be adjusted and other duties may be considered to equate or adjust staffing percentage.

As part of a teacher's assignment at Academic Excellence Online (AEO) and Area Learning Center (ALC) administration may assign AEO, Credit Recovery and Independent Study support at another district site. Every period assigned at another site within the student day shall equate to .2 FTE of their assignment. If assigned the extended day period before school (Zero Hour), it shall also equate to .2 FTE of their assignment. If assigned the extended day period after school (3:45-5:00), it shall equate to .2 FTE of their assignment as well. This support will follow the AEO/ALC work week schedule of Monday through Thursday, A teacher will not be required to travel more than once per day and a minimum of 30 minutes will be allowed to travel between sites.

ALC/AEO staff meetings shall be scheduled as needed as mutually agreed upon by staff and ALC/AEO principal.

**Part time AEO/ALC Teachers** (including ones who travel between buildings as well as hourly teachers.)

1. Each seat based ALC class shall be considered a .2 FTE including the extra or 5<sup>th</sup> period per week. (This extra or 5<sup>th</sup> period is assignable by administration to facilitate non-academic responsibilities or other duties as required).
2. Digital learning responsibilities for part-time teachers shall be staffed at a .2 for every 40 students according to State Statute.
3. A part time teacher workday may be all digital learning or a combination of digital learning and the ALC seat based program.
4. If a part time teacher's digital learning responsibilities involve online (AEO) and/or extended day programming (i.e., credit recovery and/or independent study) they will be responsible to maintain office hours for student support during designated extended day support times that occur outside the seat-based student day. Each .1 or tenth of the AEO/ALC assignment will result in one office hour. (i.e., a .4 FTE = 4 office hours per week).
5. Hourly AEO/ALC Teachers whose total assignment is less than .5 will be paid at their pro rata hourly rate.

**AEO Course Creation**

A mutual agreement of time during the workday between administration and teaching staff could be made in lieu of payment for approved course creation. If approved course creation occurs outside the teacher workday the teacher will be paid based on the following stipend guidelines once the course is completed and meets MDE, NCAA and district standards and requirements. Courses built for AEO will be compensated at a rate not to exceed \$2,500 per semester course and not to exceed \$5,000 per year long course.

Courses must be pre-approved by April 1st of the previous year to be built the following calendar year by mutual agreement of the teacher, principal, and curriculum coordinator All courses are ISD 709 property.

Digital courses that do not have existing MDE, NCAA, or district curriculum standards and requirements, which are built outside of the teacher workday, shall be compensated the current curriculum writing hourly rate. The maximum number of hours allotted for course creation shall be pre-approved by April 1<sup>st</sup> of the previous year with the intent that the course will be built the following calendar year. This approval shall be by mutual agreement of the teacher, principal, and curriculum coordinator. All courses are property of ISD 709.

1. Elementary Teacher Workday: This language will apply to Elementary schools.
2. The period of work for the elementary school teacher may begin as early as 7:15 am or as late as 8:15 am. The starting time shall be determined within these limits by the administration. The elementary teacher's workday will be an eight (8) hour day.

3. All elementary teachers shall receive a one-half (½) hour duty free lunch period, except in those programs now established (Head Start and Special Education classes) where educational experiences are performed with the teacher-student lunch relationship. In those cases, the lunch period shall be considered a part of the teacher's assigned pupil contact time. Elementary teachers shall not be assigned lunchroom duties except in an emergency.
4. Elementary teachers shall not be assigned playground supervision outside of the school building except in those programs now established where educational experiences are performed with the teacher-student relationship. In those cases, the playground supervision shall be considered a part of the teacher's assigned pupil contact time.
5. Every elementary teacher shall have a maximum of 5 1/4 hours (315 minutes) of instructional class time per teaching day inclusive of the time in which the students are entering the classroom.
6. All teachers will have a 45-minute preparation period during the student day which includes the time for teachers to drop off and pick up students.
7. Three days a week, elementary teachers shall have a minimum of 45 minutes of preparation time during the period after students have been dismissed from school. The 45 minutes of preparatory time will be the last 45 minutes of the teacher contract day. Teachers shall be allowed to have preparatory time in their assigned teaching space free of students.
8. PLCs are to take place for 45 minutes, one day a week during the time after students have been dismissed. In accordance with the Teacher Development and Teacher Evaluation Plan(TDE), these PLCs shall be teacher driven. Up to two (2) additional PLCs per month, not to exceed eighteen (18) a year, may be scheduled. The additional two (2) PLC meetings may be guided by the administration. The designated PLC days will remain the same each week, even when those days land on non-contracted days.
9. Teacher meetings called by the administration that would occur during the time after students have been dismissed, shall be held to a minimum, not to exceed one (1) per month.
10. All other meetings such as, but not limited to, IEP meetings, data review meetings, and student support team meetings may be held one (1) time a month. Teachers participating in more than one (1) of these meetings a month during their after school preparatory time, are entitled to a ½ overload pay for each additional meeting. Teachers who are not part of team meetings may use this time for preparation. Special education teachers conducting IEP meetings will not count these towards the maximum of two per month.
11. Assignable time duties will be determined by the building administrator. In the case of an emergency, assignable time may be given to any teacher. Assignable time for the efficient operation of the school shall follow the following schedule:
12. Special education teachers - will not be given assignable time.
13. Classroom teachers - up to fifteen (15) minutes a day overseeing the dismissal of their assigned students.
14. Media specialists - up to 30 minutes a day to manage library collections.
15. All other teachers - up to 30 minutes a day
16. Non-Classroom teachers, excluding Special Education teachers, may have up to 30 minutes of assignable time each day for the efficient operation of the school. Classroom teachers' assignable time will be up to fifteen (15) minutes overseeing the dismissal of their assigned students. Classroom teachers and special education teachers shall not be assigned other duties for the efficient operation of the school except in emergencies.
17. Elementary specialists (Physical Education, Media, Art, and Music) shall not be assigned to more than six (6) forty-five (45) minute classes per day and a minimum of five minutes of passing time between classes.
18. Special Education teacher's due process time and prep time may be interchanged at the discretion of each special education teacher.
19. Classes of same grade students will not be divided or combined for Art, Music, Media or Physical Education specialists without mutual agreement and a 1/6<sup>th</sup> overload would be paid for that class.

20. In those elementary schools, which have regular education split grades in grades Kindergarten through fifth, the teacher who has a split grade class for the school year will receive \$7,000 additional salary. Payment to be made half in January and half in May or paid over the year.
21. No less than forty-five (45) minutes will be given for a teacher to travel from one building to another during the student day. The forty five (45) minutes begins five (5) minutes after the last instructional session concludes and ends with the beginning of the next instructional session.
22. If a teacher loses their preparatory time on a day in which they travel during the student contact day, they will be compensated with a 1/6th overload.

Items not addressed above shall be subject to the following:

#### Secondary School Day

Because the single salary schedule is predicated on the principle of equal pay for equal work, the teacher's workday in both the elementary and secondary schools shall be of uniform length.

- A. **Secondary School Day:** The usual or typical secondary workday is from 7:45 a.m. to 3:45 p.m., except at Ordean-East and Lincoln Park where the workday shall be from 7:30 a.m. to 3:30 p.m. During this period, the teacher shall be entitled to a half-hour duty-free lunch period and approximately one (1) hour of preparation time. The secondary school day shall follow one of the following plans:

1. Seven (7) Period Day

- a. The teacher may be assigned a maximum of five (5) academic classes, a normal length class period of duty-free preparation time, plus a study hall, lunchroom supervision, hall duty, student council, student assistance program, in-school suspension supervision or other assignment mutually agreed upon by the teacher and the Principal. Effective July 1, 1988, hall duty would be assigned only by mutual agreement of the teacher and the Principal. Prior to the school year, teachers will be asked to volunteer for lunchroom supervision. If there are not sufficient volunteers the Principal may assign teachers. No teacher will be assigned to lunchroom supervision for more than one (1) semester per school year; a second semester may be assigned by mutual agreement. The number of students in any study hall shall be determined by the administration.
  - b. They would also be responsible for a brief attendance period if so assigned by the Principal of up to eleven (11) minutes.
  - c. Any or all of the five (5) hours of academic assignment may be utilized by the Principal for assignment of the teacher to supervise various school-related non-academic activities.
  - d. No teacher shall be assigned more than thirty (30) minutes lunchroom supervision without their consent.
  - e. Six (6) Period Student Day/Common Preparation Period Option: At the high school level, if the School District decides to establish a six (6) period student day, the School District may assign a common preparation period immediately before students are scheduled to arrive at school in the morning or after students are scheduled to depart school in the afternoon. The time from 7:45 a.m. to 8:02 a.m. and from 3:24 p.m. to 3:45 p.m. shall not be counted toward this preparation time.
2. During the remaining teacher time in any secondary school, the teacher shall be in the school and available to their students for student requested assistance; and available to the Principal in case of operational emergencies. This provision to apply to all secondary schools.
  3. It is understood that the teacher will accept reasonable responsibilities in connection with those types of co-curricular activities occurring after the regular school day, which are presently conducted.
  4. The school Principal may request and the individual teacher may agree to supervise students prior to commencement of or immediately following the regular school day, provided such time shall be included in the teacher's eight (8) hour day and the teacher's eight (8) hour day shall be adjusted accordingly.

- B. **Elementary School Day.** The details of the elementary school day are as follows:

1. The period of work for the elementary teacher may begin as early as 7:30 a.m. or as late as 8:15 a.m. The starting time shall be determined within these limits by the administration.
2. All elementary teachers shall receive a one-half (1/2) hour duty-free lunch period, except in those programs now established (Head Start and Special Education classes) where educational experiences are performed with the teacher-student lunch relationship. In those cases, the lunch period shall be considered a part of the teacher's assigned pupil contact time. Elementary teachers shall not be assigned lunchroom duties except in emergency.
  - a. Elementary teachers shall not be assigned playground supervision outside the school building except in those programs now established where educational experience are performed with the teacher-student relationship. In those cases, the playground supervision shall be considered a part of the teacher's assigned pupil contact time.
3. Every elementary teacher shall have a maximum of 5 1/2 hours of instructional class time per teaching day.
4. Each teacher shall have a minimum of fifty-five (55) continuous minutes of duty-free preparation time without students each day.
5. Each teacher may have up to fifty-five (55) minutes of time assignable to functions necessary for efficient operation of the school. Of the fifty-five (55) minutes, fifteen (15) minutes will usually be in the classroom prior to opening the morning session and fifteen (15) minutes prior to the opening of the afternoon session. The requirement that a teacher be in the classroom fifteen (15) minutes prior to the opening of the afternoon session will be waived in those situations where a teacher does not have more than a half (1/2) hour lunch period.
6. Teacher meetings called by the administration that would occur during the usual preparation period shall be held to a minimum, not to exceed two (2) per month. The administration may, when necessary, call meetings, which extend beyond the school days with the concurrence of a simple majority of those present at the meeting.
7. In those elementary schools, which have regular education split grades in grades one through six, the teacher who has a split grade class for the school year will receive \$7,000 additional salary. Payment to be made half in January and half in May or paid over the year.

#### Other Provisions

- A. By mutual agreement between the teacher and Principal, a teacher in a secondary school may exceed the usual instructional hour load provided in Paragraph I of the Article; e.g., six (6) art classes. Provided such assignments are offered and accepted, the teacher shall be additionally compensated based on the following formula:

(Hourly Instructional Load Per)

$(1/6 \text{ Teacher's Basic Annual Salary} \times \text{Week In Excess of 25 Hours})/5$

- B. The basic hours worked per week by Special Education, Home Based, Head Start and Early Childhood teachers employed in excess of fourteen (14), but less than forty (40) hours per week may be increased, with the agreement of the teacher, not to exceed forty (40) hours per week on an assignment basis. Teachers working between fourteen (14) and twenty (20) hours shall be given first consideration in being offered any increased hours available where scheduling, programs, and economic considerations permit. Upon completion of such assignment(s), the teachers' hours worked per week shall revert back to the original or basic hours of assignment. Such additional hours shall be assigned according to the following guidelines:
  1. Hours of employment shall be performed during the regular workweek and workday.
  2. Basic hours of assignment per week shall be set at the beginning of each school year. (Such hours of assignment shall not be less than the basic hours of assignment established the previous year, except as provided otherwise in this Agreement or by law.)

- C. When mutually agreed to by the teacher and the supervisor, the following positions may have flexible scheduling, Parenting Program, Teacher Specialist, Early Childhood Program, and Staff Developers according to the following guidelines:
1. The workweek shall begin on Monday and end on Friday.
  2. The assignment will not usually exceed the equivalent of forty (40) hours in any one (1) week.
  3. The assignment will not usually exceed eight (8) hours in any one day.
  4. The assigned time will not be on holidays or recess days as provided in Exhibit "C".
  5. Staff may exceed the daily assignment guidelines in item 3. above in order to attend regional in-service meetings provided compensatory time off is taken on a non-instructional (training) day within the same school year.
- D. The following positions may have flexible work schedules according to the following guidelines (Arrowhead Academy):
1. A teacher requested and agreeing to teach beyond the school calendar may contract for service and shall be compensated on a pro-rata basis for such service.
  2. The workweek will begin on Monday and end on Friday.
  3. The assignment will not exceed the equivalent of forty (40) hours in any one (1) week.
  4. The assignment will not exceed eight (8) hours in any one day.
  5. A mutual agreement between the staff members and the supervisor will be worked out so that coverage is maintained for all periods of recess time except a legal holiday.
  6. Up to four (4) workdays per school year involving staff associated with parent/teacher conferences may be modified according to the following guidelines:
    - i. That the staff and the building administrator mutually agree to a modified workday.
    - ii. The workweek shall begin on Monday and end on Friday.
    - iii. The assigned time will not be on holidays or recess days as provided in Exhibit "C".
- E. All special education teachers will have time available within the contract day to enable them to meet the requirements of due process and IEP development.
1. The teacher shall first use conference time for all due process, IEP, and other staffing not held during the teacher's contract day. Once the conference days have been used, the teacher shall be compensated pro-rata for such time.
  2. All full-time special education staff will have the following minutes per week for due process requirements:
    - i. One hundred twenty five (125) minutes per week: Teachers in settings III and above or self-contained, D/HH teachers, ECSE teachers (birth through two years), psychologists and social workers.
    - ii. One hundred seventy five (175) minutes per week: POHL, OT, PT, DAPE (average caseloads of 27-40, but no case manager responsibilities); ECSE 3-6 years (average caseloads of 11-20 plus case manager responsibilities 9 to 16)
    - iii. Two hundred fifty (250) minutes per week: Speech/language pathologists (direct service provision ranging from 37-58 students plus case manager responsibilities ranging from 10-33 cases). Resources teachers (typical special education teachers).
- F. Adult Basic Education & Area Learning Center (ALC):
1. Adult Basic Education and ALC programs serve non-traditional learners and are by State rule "year-round learning programs." Flexible scheduling for learners, including evening hours, is another State expectation. To meet these rules, teachers may have flexible work schedules during the year and may be requested to teach beyond the regular school year to maintain continuity of service to learners. These guidelines will be followed:
    - a. Regular school year:
      - i. The workweek will begin on Monday and end on Friday.
      - ii. The assignment shall not exceed forty (40) hours per week.
      - iii. The workday will begin no earlier than 7:30 a.m. and end no later than 9:00 p.m.

- iv. The assignment shall not exceed eight (8) hours a day unless mutually agreed upon by teacher and supervisor.
    - v. The assigned time shall not be on holidays or recess days.
  - b. Extended year:
    - i. Teacher workdays during the summer session will not exceed eight (8) weeks.
    - ii. The workweek will begin no earlier than Monday and end no later than Thursday.
    - iii. Hours per week will range from five (5) to twenty five (25) except as otherwise agreed between supervisor and teacher.
    - iv. A schedule for this teaching shall be set by agreement with the supervisor, and ABE and ALC contract teachers shall be compensated on a pro-rata basis.
    - v. At the Habitat site, to accommodate childcare schedules, the program may be open five (5) days/week for up to seven (7) weeks, with a thirty five (35) hour workweek.
- G. Specialist's assignment and school day. The following govern the assignment and teaching load of teachers assigned as elementary specialists/district wide.
  - 1. An elementary specialist is defined as a teacher in a specialty area (i.e., PE, Music, Art, and Media) for grades K-5.
  - 2. Specialists will function within the guidelines of the elementary day contract language (Article X.B.).
  - 3. Specialists are entitled to preparation time, lunchtime, and mileage reimbursement according to the elementary contract language. Travel time within the contact day will reduce assignable time.
  - 4. Full-time specialists assigned to an early start school day and late start school day or to late start school day and an early start school day on the same day, will end their working day eight (8) hours from their start time.
- H. The District and the Union recognize the necessity to develop innovative programs for the benefit of students. Programs with deviations from the contractual workday or school day may take place under the following conditions:
  - 1. A plan for deviation has been developed by:
    - a. A committee consisting of teachers and administrator at a building; or
    - b. A plan for deviation has been developed by a committee established by the School District and the D.F.T. to create an innovative program. This committee must have representation determined by the D.F.T. and administration.
  - 2. Once a plan for deviation has been developed, it must be submitted to the Quality Steering Committee which will make recommendation to the School Board and the D.F.T. Executive Board.
  - 3. The proposal for change must be approved by the School Board and the D.F.T. Executive Board prior to implementation.
  - 4. All deviations or changes will sunset at the completion of the school year unless a continuation is recommended by the Quality Steering Committee and approved by the D.F.T. and the School Board.
- I. The above provisions are intended to outline the requirements necessary to provide a good educational program, and nothing shall preclude the right of an individual teacher to exercise their own judgment in exceeding the assignment hours established herein.
- J. The District and the D.F.T. agree to meet and confer on issues related to the reporting and investigating of alleged assaults of teachers occurring while the teacher is performing their duties.

## **ARTICLE XI**

### **Part-Time And Temporary Employees**

- A. Part-time/temporary employees under this Article are teachers whose services do not exceed the lesser of thirty-five percent (35%) of the normal workweek within the bargaining unit or fourteen (14) hours per week and those who hold positions of a temporary or seasonal character for a period not in excess of one hundred (100) working days in any calendar year. Furthermore, a temporary employee also includes a substitute teacher who is hired to replace an absent teacher where the substitute is employed more than thirty (30) working days as a replacement for that teacher except as otherwise provided in Article XX. A. 2.

- B. All terms and conditions of employment (as defined in 179A.03 for part-time and temporary employees except involving Grievance Procedures (Article III); Teachers Personnel Files (Article VIII); Payroll Deductions (Article XVI) and Paydays (Article XVII) shall be contained solely within this Article.
- C. **Terms and Conditions of Employment**
  - 1. Part-time and temporary employees service shall be paid in accordance with the hourly rates specified in Article XX (Special Compensation Groups) of this Agreement.
  - 2. Except as provided for long term substitute teachers in Article XX.A.2, part time and temporary employees shall not accrue seniority and have or establish any layoff or re-entry rights while employed as a part-time or temporary employee.
  - 3. For the purpose of transfer and assignment, (including summer employment) part-time and temporary employees may apply for new or vacant positions; however, their applications shall be considered on the same basis as "applicants new to the system".
  - 4. Except as it involves long-term substitute teachers [as provided in Article XX (Special Compensation Groups) A (2)] no fringe benefits are provided part-time or temporary employees. No leave benefits are provided except as required by law.

**ARTICLE XII**  
**Professional Development**

Participation in the professional development program is a part of the requirements of the salary schedule. Regulations apply to all members of the bargaining unit under this Agreement.

- A. The term, "***Professional Development Period***", is interpreted to mean the State licensure period for all teachers with the exception of those with life licenses. The professional development requirements shall be those listed by the Board of Teaching Rules and Regulations 8710.
- B. A student teacher shall not be assigned to work with a teacher in the School District without the consent of the teacher.
- C. Local Committee for Continuing Education and Re-licensure
  - 1. The teacher and School District recognize and will accept the official acts of the "Local Committees: Standard (Pre-K through grade 12 Secondary Vocational Post-Secondary Vocational)".
  - 2. In order to implement the Minnesota State Regulations for Renewal of Continuing Licenses:
    - a. The Superintendent may grant one-half (1/2) day released time per month of the school year for purposes of the Renewal Committee.
    - b. The Superintendent may provide space, secretarial help, necessary forms, record storage space and files necessary for the proper operation of this Committee.

**ARTICLE XIII**  
**Teacher Development Program**

- A. The Teacher Development Program supports professional growth. It offers an opportunity for certified staff to develop and deliver training for colleagues in content, instruction, assessment, technology, and leadership. This program has three (3) components:
  - 1. Training and development offerings:
    - a. Content, instruction, assessment, technology, and leadership in-service offerings
    - b. Staff publications
    - c. Independent study
  - 2. Germane Schedule
  - 3. The "Teacher Development and Evaluation Plan"

Evaluation, assistance, and Peer review for licensed personnel are outlined on the Teacher Development and Evaluation Plan available on the district website.

The program will be structured in the following manner:

1. Standing Committee

- a. A Standing Committee of teachers and administrators will be formed for the purpose of establishing the program, reviewing the budgets, and evaluating the progress of the program. This committee will have monthly meetings scheduled at the discretion of the Teacher Coordinator.

The Standing Committee will consist of seven (7) permanent members. Prior to September 1 of each year, four (4) teachers and two (2) alternates who would serve only in the absence of a regular member shall be appointed by the Union. The teacher members shall notify the Union by June 1, if they do not wish to continue in such a position. One of these will be designated as Teacher Coordinator. The Superintendent and the D.F.T. President will jointly establish an interview team to recommend the Teacher Coordinator.

The Administration will be represented on the Committee by three (3) administrators selected by the Superintendent.

- b. The duties of the Standing Committee will be as follows:
  - i. Annually assess training needs and formulate direction of the program.
  - ii. Coordinate and schedule teacher training and develop in-service offerings.
  - iii. Establish operational rules and time schedules for all in-service training and develop in-service courses under this Article. Insofar as possible, such schedules shall be available in each building by October 1, of each year.
  - iv. Develop in-service course application process.
  - v. Identify, encourage, and approve training staff for in-service courses.
  - vi. Provide resources and consultants as needed.
  - vii. Monitor and evaluate courses.
  - viii. Publish and disseminate descriptive in-service course schedules.

**NOTE:** Five (5) of the seven (7) voting members must approve any proposed in-service course.

- c. The Teacher Coordinator will:
  - i. Chair all meetings of the Standing Committee
  - ii. Direct all training and development offerings
  - iii. Grant credits upon the recommendation of the trainers
  - iv. Assure Germane Schedule annual review and communication to all certified staff
  - v. Facilitate the development and implementation of the responsibilities as outlined in the "Teacher Development and Evaluation Plan."

B. Determination of Credits

1. On-going and newly approved in-service courses:
  - a. Ten (10) hours of Teacher Development Program in-service classroom training equals one (1) graduate credit for salary purposes.
  - b. Maximum individual course credit equals six (6) credits per year.
  - c. Credit granted upon full completion of course.
  - d. Program Coordinator will have the discretion to determine the minimum number of participants.
  - e. All participation will be voluntary and notices will be distributed to all staff members.
2. Newly approved site sponsored courses:
  - a. Must have pre-approval of Teacher Development Committee.
  - b. Participation may be limited to site members.
  - c. Sites will assume all financial costs associated with courses/in-services.
3. Independent Study

- a. Application must be made thirty (30) days prior to the beginning of any Independent Study project. The applicant must give a description of the project, outline the objectives, and estimate the time involved along with the number of credits requested.
  - b. The project must be applicable to the teacher's assignment and of a quality satisfactory to use in other classrooms in the School District.
  - c. Credits will be granted upon completion of the project and review by the Committee. Maximum credit for Independent Study is three (3) graduate credits per project.
  - d. Articles published in professional journals may be considered for Independent Study.
- C. Granting Credits
- 1. Number of credits granted to individual teacher:
    - a. Maximum number per teacher per year equals six (6).
    - b. Total maximum number per teacher for salary schedule equals twenty-one (21).
    - c. Restrictions: M.A. degree or equivalency must be received or held to move beyond the B.A.+45 lane. Teachers hired on or after September 7, 1998, shall no longer have access to the M.A. Equivalent Lane of M.A.+15 or beyond.
  - 2. All credits must be earned prior to September 1 to receive salary credit for coming year.
  - 3. All licensed employees of the School District may apply for or request in-service training.
- D. Budget for Fiscal Year

	<u>2017-2018 &amp; 2018-2019?</u>
1. Coordinator	1/6 Overload
2. Secretary	<hr style="width: 50px; margin-left: 0;"/>
3. In-service Training	16,010
4. Supplies	1,200

- E. Control of Funds
  - 1. The determination of the funds to be allocated to the Teacher Development Program will be made by the School Board. The committee will be authorized to make all expenditures within each budget classification.
  - 2. The Committee shall maintain minutes of its meetings with all approved courses and expenditures fully noted in the minutes.
  - 3. All requests for materials and equipment will follow the Board's established purchasing and payment procedures, even though the priorities for purchasing may be established by this Committee within its budget funds.
- F. In the event that State or Federal funds or other local funds within School District budgeted for other in-service training activities of the School District become available for the purposes of this teacher development program under this Article, the School District may allot such funds or additional funds for the purposes of this Article. In which case the Union and School District shall mutually agree upon any additional credits to be allotted to the total credits provided in each year under this Article.
- G. Germane Schedule: The Teacher Development Committee will review and update the Germane Schedule as necessary by May 1st of each year. The Committee will seek input from those they represent and Human Resources.

**ARTICLE XIV**  
**Scholarships**

**A. Scholarships**

- 1. **Applications** by certified personnel for scholarships for each school year shall be submitted to the office of Human Resources by November 1, for scholarships to be used during the fall, winter, and spring; and by April 1, for scholarships to be used during the summer. Scholarships to be used during the fall, winter and spring shall be awarded by December 1; and scholarships to be used during the summer shall be awarded by May 1. Upon announcement of the awards, a list of all persons, amount, and division shall be immediately forwarded to the President of the Duluth Federation of Teachers.
- 2. **Selection:** Scholarships shall be awarded in the following manner:
  - a. Not more than fifteen (15)) to be awarded for use during the fall and spring semesters, or fall, winter, and spring quarters at \$300 divided as follows:
    - i. Six (6) for elementary
    - ii. Six (6) for secondary
    - iii. Three (3) for vocational
  - b. Seventeen (17) shall be awarded for use during the summer at \$350:
    - i. Seven (7) for elementary
    - ii. Seven (7) for secondary
    - iii. Three (3) for vocational
  - c. Scholarships shall be awarded in the order the applications are received and to those not previously receiving a scholarship within the past three (3) years if there are an excess of applicants, except no teacher shall receive a second scholarship during any school year. School year shall be defined as September 1 to August 31 of the following year.

If in any category, (elementary, secondary) applications are fewer than in the total number available, such open scholarships shall be awarded in the other categories to qualified applicants.

- 3. **Payment:** Such scholarship awards shall be paid by separate checks and not as part of a person's regular salary. Each person shall be paid within thirty (30) days following the filing of transcripts and a written request for payment with Human Resources. To qualify for payment, the certified person must complete five (5) quarter hour credits during that portion of the year for which the scholarship is awarded.

**ARTICLE XV**  
**Summer School Compensation And Regulations**

- A. Summer School Calendar: Summer school programs of at least ten (10) days in elementary, secondary, middle may be offered during the period beginning with the closing of the regular school year and concluding with the beginning of the following school year. Specific beginning days may be offered for summer school in servicing. Summer school will not be offered on July 4 in each year. Whenever July 4th falls on a Saturday, the preceding day will be declared a non-workday, if on a Sunday, the following day will be taken off.
  - B. Teacher workday shall be a minimum of three (3) hours. For each twenty-five (25) minutes of instructional time, five (5) minutes of paid preparation time shall be provided by the District.
  - C. Pay Days: Paid in a manner as to prevent large withholding deductions.
  - D. Summer School Hiring Policy:
    - 1. Summer school openings will be posted on the School District's website and outside of the Human Resources Department no later than May 15.
    - 2. Applications will be submitted within five (5) working days of the posting to be considered for the vacancy.
    - 3. All summer school applicants shall receive:
      - a. Written notice of appointment
      - b. Written acceptance formAppointments shall be published in school bulletin following approval of Board.
  - 4. Selection Process:
    - a. Only Duluth Public School teachers under contract will receive appointments to summer school teaching positions provided a sufficient number of qualified candidates apply and the acceptance form is returned within seven (7) days of notice of appointment.
    - b. Candidates will be hired to teach in the area of regular teaching assignment provided a sufficient number of such applicants are available.
- E. Summer school salary shall be \$30.00 per hour (June 1, 2024)
- F. Teachers' workday in the Early Childhood Handicapped programs may start as late as 8:30 a.m. and operate Monday through Thursday.

**ARTICLE XVI**  
**Payroll Deductions**

- A. Payroll deductions shall be made in accordance with the following schedule:
  - 1. First payday of the month:
    - a. Federal and State Taxes
    - b. Annuities
    - c. Teachers Retirement Association (TRA)
    - d. Social Security
    - e. Insurance Premiums
    - f. Duluth Federation of Teachers Dues
    - g. Harbor Pointe Credit Union
  - 2. Second payday of the month:
    - a. Federal and State Taxes
    - b. Annuities
    - c. Teachers Retirement Association (TRA)
    - d. Social Security
    - e. Insurance Premiums
    - f. United Way

- g. Harbor Pointe Credit Union
- h. Duluth Federation of Teachers Dues
- i. C.O.P.E.
- 3. Third payday of the month (where applicable):
  - a. Federal and State Taxes
  - b. Teachers Retirement Association (TRA)
  - c. Social Security
  - d. Duluth Federation of Teachers Dues
- B. ***Special Provisions*** which shall apply are:
  - 1. United Way deductions shall be at a minimum of \$10.00 and in regular payments of not less than \$1.00 per month.
  - 2. All insurance premiums shall be paid in advance of the month in which they are due.
  - 3. Teachers Retirement Association (TRA) deductions shall be from each payroll period.

**ARTICLE XVII**

**Paydays**

- A. ***Paydays:*** All employees covered under this Agreement shall be paid every other Friday for the 2021-2022 contract year.
- B. ***Number of Paydays:*** The number of equal payments of salary shall be twenty-six (26) for all employees unless the District switches to a twice-monthly pay schedule as set forth in Paragraph E of this Article.
- C. ***Method of Payment:*** The employer may pay employees in the bargaining unit by depositing in such financial institutions within the School District, as the employer shall designate the net salary or wages owing to such employees in an account provided for each employee. Employees not desiring to do their banking with such financial institutions as designated by the School District shall be permitted to withdraw such salary or wage payments from such financial institutions without charge to the employee.
- D. Payments made on a twenty-six (26) payment schedule shall be twenty-seven (27) paydays for any school year in which twenty-seven (27) bi-weekly paydays exist.
- E. ***Twice-monthly Pay Schedule:*** Commencing July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15<sup>th</sup> of each month and the last day of each month. If the 15<sup>th</sup> day or last day of the month falls on a weekend or a holiday, the employees will be paid on the first business day prior to the 15<sup>th</sup> 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.

**ARTICLE XVIII**

**Insurance**

- A. Basic Medical-Hospital Medical Plan.
  - 1. Level of Benefits. The level of benefits will be those offered through the Public Employees Insurance Program (PEIP) as determined by the State Employee Group Insurance Program High Advantage Plan.
  - 2. District Contribution – Single Coverage. The District will contribute 100% of the premium for all employees in the bargaining unit who are eligible (Article XVIII, Section 6) for and have enrolled in the PEIP High Advantage Health Plan.
  - 3. District Contribution – Family Coverage. The District will contribute 75% of the family premium for all employees in the bargaining unit who are eligible (Article XVIII, Section 6) for and have enrolled in the PEIP High Advantage Health Plan.

4. District Contribution – Two Employee coverage with dependents. If two (2) employees, married to each other, are both eligible pursuant to Article XVIII, Section 6, the two (2) employees must take one (1) family PEIP High Advantage Health Plan for which the District will fully pay the insurance premium. Two (2) employees married to each other without dependents must each take the single PEIP High Advantage Health Plan if both are eligible (Article XVIII, Section 6)
- B. Health Reimbursement Arrangement (HRA):
1. Single Plan Contribution: For each employee who is enrolled in the single PEIP High Advantage Health Plan, the District shall contribute \$2,000 or 95% (whichever is greater) of the single maximum out of pocket expenses (medical and prescription drugs) as determined by the PEIP High Advantage Health Plan Cost Level 2 into the employee's HRA account during a Plan year.
  2. Family Plan Contribution: For each employee who is enrolled in the Family PEIP High Advantage Health Plan the District shall contribute \$4,000 or 95% (whichever is greater) of the family maximum out of pocket expenses (medical and prescription drugs) as determined by the PEIP High Advantage Health Plan Cost Level 2 into the employee's HRA account during a Plan year. Two employees married to each other with dependents will only have one (1) HRA account into which only one (1) contribution will be made.
  3. HRA Contributions: Annual contributions will be pro-rated monthly and will be made the first of each month. In the event the employee has a catastrophic medical expense during the year, the District shall contribute into the HRA of that employee an amount equal to the out of pocket expense incurred not to exceed the yearly limit in a. or b. above. The employee is required to show proof of the medical expense before any early contributions are made. Any expedited HRA payments made that are subsequently not earned shall be repaid to the District by the employee and may be deducted from their last salary payment.
  4. HRA Trust Adoption Agreement: The HRA Adoption Agreement will create a trust and will specify that eligible health expenses will be paid from the FSA first, until an individual's FSA account is exhausted, and from the HRA Plan second.
  5. HRA Accounts: The HRA will be composed of individual accounts for each eligible participant. Participants who leave employment will be permitted to continue accessing their individual HRA balances until the account is exhausted.
  6. Benefits of HRA: The HRA will reimburse all expenses eligible under IRS rules and regulations, without restrictions.
  7. Administrative Fees: Administrative fees allocable to individual accounts shall be paid from the account.
  8. Prorated Year: Any employee, who becomes eligible late or loses eligibility part way through the year, shall receive a prorated amount of benefit credit to reflect the prorated employment status. (e.g., a teacher who works 100 days of the year would receive 100/190 of the HRA contributions for the calendar year.)
  9. HRA Plan Year: The Plan year shall be January 1 through December 31.
  10. Carry Over: Any amount remaining in the individual account at the end of the HRA Plan year will carry forward to use by the participants.
- C. Long-Term Disability: The School District shall provide a long-term disability (LTD) income protection insurance plan. This plan shall be continued in effect for employees with coverage to include provisions for payment of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or an improved level as the plan in effect on the date of this Agreement. Each employee may at their option elect to have the payment added to their taxable salary provided they 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.
- D. Life Insurance: The School District shall purchase \$50,000 of group term life insurance protection for each employee. An employee may purchase up to \$100,000.00 in \$10,000 increments of additional coverage at

the employee's own expense during open enrollment. Payment for the additional coverage will be through payroll deduction.

- E. Dental Insurance: The School District shall provide for each employee, single dental insurance coverage. The School District shall continue the plan in effect, including a level of benefits the same as those provided under the Delta Basic Dental Core Program coverage. In all other respects the dental plan coverage shall remain at the same or an improved level as the plan in effect on the date of this Agreement. The District will offer a group dependent dental insurance option. Teachers electing this option will be responsible for paying any costs in excess of that paid by the District for single dental insurance.
- F. For an employee to qualify for the insurance being provided in this Article, they must regularly work 0.6 FTE or more. Newly hired employees will be provided coverage as soon as they are entitled to under this Article effective the first day of the month following their date of employment. Except persons hired to start the first day of the school year shall be covered from the date of employment.
- G. Employees meeting the eligibility requirements of Minnesota Statute 471.61, Subd. 2b shall be allowed to continue the group hospital and medical coverage by paying the full regular monthly premium in advance to the School District. To be eligible, such employees must notify Human Resources of retirement prior to February 1 if not returning for the following year, or three (3) months prior to retirement if retiring during the school year, except in cases of emergency involving serious illness or other justifiable cause where the reason for retirement is not known sufficiently in time to give the proper notice, but in such case the retiree shall notify the School District as soon as the reason for retirement is known. The employee and employee's dependents may continue such coverage indefinitely, subject to the conditions and requirements of Minnesota Statute 471.61, Subd. 2b.
- H. Flexible Spending Account (FSA): The District shall sponsor a FSA at no cost to the employee (IRS Code 125). The plan year will run January 1 - December 31.

#### **ARTICLE XIX** **Co-Curricular Activities**

- A. The Co-Curricular Compensation Schedule shall be as attached hereto as Exhibit "A" and made a part hereof.
- B. Individuals who have an annual co-curricular assignment shall have the compensation for that assignment paid as a part of the bi-weekly salary. Seasonal/Event assignments shall be paid at the completion of an activity.
- C. A teacher wishing to resign a co-curricular activity position shall give written notice to the building Principal prior to April 1, to take effect the following school year. If a replacement acceptable to the administration and the Board is available, a teacher by mutual agreement with the administration may resign such position at any time. If such teacher has received payment for services not performed, the School Board shall be reimbursed.
- D. Instructors for co-curricular activities must be qualified in the area of responsibility. Co-curricular assignments are usually made from within the affected school, then from among the feeder schools, and then from the remainder of the bargaining unit. If there are no applicants from within the bargaining unit, the School Board may appoint a person or persons from outside the bargaining unit if the position has been posted in the School Bulletin. Such appointments from outside the unit may be renewed from year to year. The District agrees to send copies of Human Resources Committee agendas and Personnel Committee reports that contain proposed non-bargaining unit appointments to the Union at the same time these agendas and reports are mailed to School Board members.

Notwithstanding the above, up to ten percent (10%) of the co-curricular appointments may be made by the School Board without regard to bargaining unit membership, from persons recommended by a committee consisting of three (3) administrative appointees, three (3) D.F.T. appointees and a community member. The D.F.T. and the administration will meet and confer to determine the process of selection to be used by the committee.

- E. If a staff member is not appointed to an activity, compensation will not be received for said activity. Co-curricular compensation will not be paid if the job description for the activity is not fulfilled in accordance with the expectations of the building Principal.
- F. All assistants must report at the same time as the person in charge of the activity, unless specifically excepted by said person in charge; if an assistant reports late, their salary will be pro-rated for days worked.-
- G. In the event that new activities are added to the co-curricular program by the School District, each will be studied jointly and placed on the schedule with appropriate compensation mutually agreed upon.
- H. Participants in all activities must be accompanied by, and under the supervision of, a coach, faculty sponsor, or advisor.
- I. If a teacher or an Activities Director is not to be reassigned a co-curricular activity position the following school year, they shall be notified in writing by the building Principal prior to the last day of the school year, if it is an activity that has been completed prior to that date and prior to July 1, for other co-curricular positions.
- J. Activities Directors shall have a regular assignment of not more than five (5) hours of student contact time.
- K. Academic clubs noted in the Co/Extra Curricular Compensation Schedule are identified as student activities recommended by the building administrator and approved by the Assistant Superintendent requiring teacher time beyond the school day for advising/coaching students.
- L. Once hired, head coaches will appoint assistant coaches with the approval of the activities director and/or building principal.
- M. Stipends for coaching staff(s) cannot exceed amounts listed in the Co/Extra Curricular Compensation Schedule.
- N. Academic clubs noted in the Co/Extra Curricular Compensation Schedule are identified as student activities shall be appointed from within the school by the building principal.
- O. Plays that are extended beyond a reasonable per act basis may be approved for additional per act stipends (not to exceed 10 Act Maximum). Pre-approval must first be made with the building principal and activities director.

## **ARTICLE XX**

### **Special Compensation Groups**

#### **A. Substitute Teaching**

1. Long-term substitutes may be hired in the following cases:
  - a. Teachers hired to replace permanent staff on parental or military leaves of absence
  - b. Teachers hired to replace permanent staff who are on a leave of absence of at least thirty (30) working days, but less than one (1) year who have rights to reinstatement to a position
 Such long-term substitutes shall be hired under the following provisions:
  - i. Salary shall be based on the beginning step of the correct lane on the salary schedule as provided in this Agreement, unless it is a teacher returning from layoff to a long-term substitute position which is a semester or longer in duration or where in the opinion of the School Board and the Superintendent of Schools it is desirable to grant a higher step placement because of either the difficulty of filling a position with a qualified candidate or the unique qualifications of the applying candidate.
  - ii. Insurance, sick leave (except sick leave bank), and all other benefits except as provided in this Article, shall be the same as for regular employees except that salary and insurance benefits shall not be retroactive beyond the date that it was known by the School District that the permanent staff members would be absent for over thirty (30) working days.
  - iii. Teachers referred to in subsection d (1-2) below shall be eligible for step increases if hired as a permanent staff member or long-term substitute for subsequent years and worked at least one hundred (100) working days the previous school year.

- iv. Persons employed in a long-term substitute capacity shall accrue seniority only under the following conditions:
    - a. Any service in a single position for more than thirty (30) days within a twenty-four (24) month period immediately prior to becoming a permanent (contract) staff member.
    - b. Teachers on layoff who are placed in long-term substitute positions.
    - c. For the time worked in the school year immediately prior to becoming a permanent (contract) staff member in the case of a teacher hired to fill a vacancy created after the beginning of the school year.
  - v. When a teacher on leave remains on leave beyond one (1) year the position will be posted as a permanent position.
  - vi. Long-term substitutes will be considered applicants new to the system when applying for contract posted positions.
2. Recall of laid off teachers to long-term substitute positions which are in the bargaining unit:

Employees desiring to be employed in long-term substitute assignments must maintain a letter of intent to accept a long-term substitute assignment prior to the start (by August 15) of each school year with the Human Resource Department and be able to respond to a job within three (3) days of initial contact. It shall be the responsibility of the employee to maintain, in writing, a current telephone number at all times so that they can be reached within 48 hours (between the hours of 8:00 a.m. and 5:00 p.m. of each workday.)

A teacher, referred to in this sub-section, completing a term as a long-term substitute will continue to gain seniority equal to that of a less senior teacher in the same licensure area who is still employed in a long-term substitute position until such time as the more senior teacher refuses to accept another assignment during the same school year. Bumping between long-term substitute assignments is expressly prohibited.

- B. **Traveling Teachers:** A traveling teacher shall receive a minimum of 30 minutes between district sites to allow for safe travel, wrap up responsibilities and preparation for the next class. If this is not possible due to scheduling, the teacher shall receive a pro-rata 1/6 overload upon mutual agreement of the schedule with Human Resources. If the teacher's schedule is between three or more sites, the teacher shall receive a pro-rata 1/6 overload upon mutual agreement of the schedule with Human Resources.
- C. **Homebound Teachers.** The hourly rate for homebound teaching shall be \$30.00 per hour.
- D. **In-Service Training.** The hourly rate for in-service training (other than the teacher development program under Article XIII) shall be \$23.09 per hour for the 2023-2024 school year and \$30.00 per hour for the 2024-2025 school year. New teacher induction day (not to exceed 8 hours shall be \$23.09 per hour for the 2023-2024 school year and \$30.00 per hour for the 2024-2025 school year..
- E. **Driver Training.** \$26.40 per hour for the 2023-2024 school year and \$30.00 per hour for the 2024-2025 school year.
- F. **Other Hourly.** Teaching adult education classes when teachers' licensure is required, (except post-secondary vocational and extension classes) hourly paid special education teachers and those other salaries applicable to the hourly rate shall be \$23.09 per hour for the 2023-2024 school year and \$30.00 per hour for the 2024-2025 school year.
- G. **Excel Courses.**  
Excel summer school salary shall be at the hourly rate \$25.52 for the 2023-2024 school year and \$30.00 per hour for the 2024-2025 school year.  
Teachers teaching Excel shall be paid a co-curricular stipend of \$1,715.13, per semester for the 2023-2024 school year and \$2,000 for the 2024-2025 school year.
- H. **Curriculum Writing.** Curriculum writing rate shall be \$33.46 per hour for the 2023-2024 and \$35.00 per hour for the 2024-2025 school year outside of the teacher contract day.

- I. **Counselors, Social Workers, Activities Directors, Nurses, Special Education Teachers** Counselors and social workers shall work two (2) weeks in addition to the school year. The scheduling of the two (2) weeks shall be arranged through mutual agreement between the counselor, or social worker and their supervisor. School Nurses shall work two (2) additional days at the beginning of the school year. Activities Directors shall work four (4) weeks in addition to the school year. The scheduling of the four (4) weeks shall be arranged through mutual agreement between the Activities Director and their supervisor. Qualifying Special Education Teachers shall work an additional eight (8) hours paid pro rata outside of the current contract, to meet with counselors for the purpose of finalizing student schedules. This time is to be mutually agreed upon by the special education teacher, school counselor and the Administration.
- J. Employees may contract for services beyond the term of the school calendar and shall be paid on the teachers' salary schedule for the terms of the school calendar and for services beyond such time the additional salary shall be based on the ratio that the number of weeks of additional employment bears to the number of weeks in the school calendar, and may contract for services beyond forty-two (42) weeks for a minimum of four and one-half (4 ½) hours per day for five (5) days a week.
- K. The mileage rate to employees shall be that established by the IRS. If the mileage rate is increased by the School District for employees not covered by this Agreement, the same increase shall be granted employees under this Agreement.
- L. Contract teachers, licensed for and agreeing to teach fee generating post-secondary vocational credit classes and/or hourly extension classes beyond their teacher contract day shall be paid on a pro-rata basis or on the School Board approved hourly extension pay schedule, whichever is greater.
- M. Parking Fees: Teachers will not be required to pay District-imposed parking fees.
- N. **Sub Coverage:**
  - 1. At the secondary level, the teacher shall be paid a pro-rata ⅓ overload for each period of coverage provided for the teacher who is absent or unavailable.
  - 2. At the elementary level, the teacher shall be paid a pro-rata 1/6 overload for a morning coverage assignment and a pro-rata 1/6 overload for an afternoon coverage assignment if provided for a teacher who is absent or unavailable.
  - 3. A certified teaching staff member can receive a maximum of two (2) pro-rata 1/6 overloads per day for coverage assignments on days where students are in attendance.
  - 4. Certified staff who have been excused from their regular duty for the day to cover an assignment will not receive a 1/6 overload (i.e. interventionist, TOSA) provided the assignment does not exceed a normal workday unless their regular position is in front of students, (interventionist) and then they shall receive an overload. Volunteers will be requested before a teacher will be excused from their normal assignment.
  - 5. Staff substitute coverage will not deny a teacher's right to a duty-free lunch period.
- O. **LETRS training:** All teachers taking LETRS training through the district under option two (2), the professional development option, shall be paid their pro rata rate of pay per hour for training outside of contract time.
- P. The Mentor/Mentee coordinator shall be entitled to a 1/6th overload each semester for their work in the program. If there are co-coordinators, they shall each be paid a 1/6<sup>th</sup> overload for the year.

**ARTICLE XXI**  
**Vocational**

Vocational salary schedule shall be identical to the basic teacher salary schedule as to lanes, steps, and compensation on each step.

- A. The following provisions shall apply to vocational employees assigned to the Secondary Vocational Center:
1. The School District may employ a vocational teacher on any step of the salary schedule based on work training and teaching experience. Non-degree teachers with appropriate vocational licensure shall be employed on the Bachelors lane. Effective July 1, 1979, non-degree vocational teachers will be allowed to advance to the BA+15, 30, 45 and MA Equivalency with all credits earned after securing their five (5) year license and appropriate credits in accordance with the lane requirement schedule provided below. Advancement beyond the MA equivalency requires a four (4) year BA (teaching) license and the appropriate additional credits (54 credits or a master's degree).

College credit for advancement beyond the BA degree must be secured through an accredited college in methods, educational psychology, education, and vocational education.

Re-licensure credits, which can be used for State re-licensure, may also be used for lane movement. Re-licensure credit which can be used for lane movement shall only be in the following areas: college courses, teacher development credits under Article XIII, industrial conferences, and workshops having pre-approval of the vocational re-licensure committee. Re-licensure credits used for lane change may only be credits earned beyond a teacher's workday/year. Credits shall be given to course work, which extends beyond a normal workday on a pro-rata basis. Teachers must provide necessary written documentation (official transcripts and original certificates) from the workshop sponsor supporting any credit claimed for lane movement.

Credits applied for lane movement shall be germane to the individual's present teaching assignment. College and teacher development credits used for lane change may only be credits earned beyond a teacher's workday/year unless prior approval, in writing, is secured from the Superintendent of Schools.

Workshop clock hours shall be given credit on the basis that twelve (12) clock hours shall equate to one (1) quarter hour credit for lane change purposes. Advancement onto the Ph.D. lane of the salary schedule shall be satisfied only if all requirements of Article XXII are attained in order to secure a Ph.D.

Approved workshop clock hour credits for the purpose of lane credit shall be considered graduate.

Official transcripts and original licenses substantiating any change in classification on the salary schedule for course work must be filed in the office of Human Resources by October 15th of the school year in which the change is to become effective. Monetary adjustments in the contract salary retroactive to a teacher's first day of work during the current contract year will be made on the next payroll following approval of the change in classification.

**Lane requirements for degreed and non-degreed vocational teachers:**

<b>CLASS.</b>	<b>DEGREE &amp; NUMBER OF COLLEGE CREDITS NEEDED TO ACQUIRE THE LANE</b>	<b>MINIMUM NUMBER OF COLLEGE CREDITS (GRAD. &amp; UNDER GRAD.) &amp; TEACHER DEVELOPMENT CREDITS</b>	<b>MAXIMUM NUMBER OF WORKSHOP CLOCK HOUR CREDITS</b>
III+15	Bachelor's Degree Plus 15 Credits	12	3
III+30	Bachelor's Degree Plus 30 Credits	12	3 (Or Total of 6)
III+45	Bachelor's Degree Plus 45 Credits	12	3 (Or Total of 9)
IV	Master's Degree Bachelor's Degree Plus 54 Credits (Masters Equivalency)	9	3 (Or Total of 9)
IV +15	Masters or Equivalency Plus 15 Credits	12 (Graduate Only)	3
IV +30	Masters or Equivalency Plus 30 Credits	12 (Graduate Only)	3
IV +45	Masters or Equivalency Plus 45 Credits	12 (Graduate Only)	3

Sections A., B. (1), (2), (3), (4), (5), (8), (10), and D. through J. of Article XXII are also applicable to the vocational division.

Lane change requirements as provided herein pertain only to teachers assigned to the Secondary Vocational Center. Secondary Vocational Center is located where students from across the District may attend as opposed to Secondary Vocational Programs, which are located in a secondary building for which usually students from only that building attend and are instructed by staff which must always be degreed personnel. Secondary Vocational Program teachers' lane change requirements are provided only in Article XXI of this Agreement except for non-degreed teachers employed and assigned to a Secondary Vocational Program prior to July 1, 1979.

2. All vocational employees shall be employed for the same number of days as those employed on the school calendar. Vocational employees requested and agreeing to teach beyond the school calendar may contract for services and shall be compensated on a pro-rata basis for such additional services and the workday shall be the same as during the regular school year. Leave time for persons employed as counselors in student personnel services may be arranged by mutual consent of the employer and employee so as to allow for scheduled employment beyond the end of the normal school calendar.

**B. Secondary Vocational Centers**

1. All Secondary Vocational Center teachers may be allowed two one-half hour preparation periods so as not to conflict with the three (3) two (2) hour blocks of teaching. The workday for employees newly assigned to a Secondary Vocational Center after July 1, 1978, may provide six (6) hours of student contact time without additional compensation, provided two (2) hour blocks of time are required by the State plan.
2. The school day shall be between 7:45 a.m. and 3:45 p.m.

**C. Secondary Vocational Program**

1. Secondary Vocational Program teachers' workday shall be consistent with the high school location to which they are assigned. Teachers in these locations, teaching the six (6) hour day, will be compensated in accordance with Section II of Article X.

- D. Teachers without a degree but teaching with vocational licensure and assigned to secondary vocational educational programs and centers shall be based on the Class I and II lane, plus an additional one-sixth (1/6) pay for each hourly instructional load per week in excess of twenty-five (25) hours in accordance with Section II of Article X, or shall be based on the Class III lane or Class III+15 lane or +30 lane or +45 lane on the appropriate step, whichever method of calculation is the greater.

Any teacher holding a four (4) year degree or beyond shall continue to be compensated based on the appropriate lane and step of the salary schedule for other secondary teachers and shall be compensated for assignments beyond the normal instructional load in accordance with Section II of Article X.

- E. The School District shall attempt to establish training programs in the local community for secondary teachers who are teaching vocationally reimbursable courses but who are not vocationally licensable. Teachers volunteering to enter this program of training may be granted a leave of absence with pay, with the School Board's approval, for that period of time necessary to secure such licensure.

## **ARTICLE XXII**

### **Salary Schedule And Regulations**

- A. The following conditions and rules apply to all employees except as otherwise provided in this Agreement.
1. Salaries shall be as set forth in Exhibit "B" attached hereto and incorporated herein by reference.
  2. Pro-rata additions or subtractions shall be based on 1/192<sup>nd</sup> of an employee's base salary per day.
  3. Employees working half time or more shall be paid pro-rata on the salary schedule during the term of the school calendar and if their normal employment is extended beyond thirty-eight (38) weeks.
  4. Employees working less than half-time shall be compensated in accordance with the applicable hourly rate.
- B. Credits to be allowed for application on the salary schedule shall be germane to the individual's teaching or extra-curricular assignment subject to the following guidelines:
1. All credits earned or completed prior to the winter quarter of the 1974-1975 school year shall qualify for advancement on schedule under the salary schedule regulations contained in the 1972-1974 Labor Agreement. All credits earned or completed prior to summer quarter 1978 shall qualify for advancement on schedule under the salary schedule regulations contained in the 1975-1977 Labor Agreement. Credits so qualifying shall not be lost or affected by this Article.
  2. Employees having completed fifteen (15) credits on an approved graduate program by the end of the fall quarter of 1974 may continue to complete such program and receive credit for advancement on the salary schedule notwithstanding the requirements of this Article if such program is completed by September 1, 1976.
  3. Credits once granted for advancement on the salary schedule shall not be affected by any change in an employee's teaching assignment.
  4. Credit will not be granted for a course that has been previously taken unless a request to duplicate such course has been approved by the Teachers' Development Committee.
  5. For those employed before the 1974-1975 school year, courses taken after fall quarter of 1974 qualify for advancement if such course work is required to retain licensure in the minor field.
  6. Movement beyond Class IV with a master's equivalent or for nurses shall not be more than one (1) lane a year.

7. Lane Requirements:

CLASS	DEGREE & NO. OF CREDITS NEEDED TO ACQUIRE THE LANE	NO. OF UNDERGRADUATE CREDITS ALLOWED PER LANE	NO. OF EXTRA CURRICULAR CREDITS ALLOWED PER LANE	NO. OF CREDITS FIELDS OF LICENSURE ALLOWED PER LANE (EFFECTIVE 07/01/88)
III+15	Bachelor's degree Plus 15 Credits	3	3	3
III+30	Bachelor's degree Plus 30 Credits	3 (Or Total of 6)	- (Or Total of 3)	3
III+45	Bachelor's degree Plus 45 Credits	3 (Or Total of 9)	- (Or Total of 3)	3**
IV	*(a) master's degree, (b) Bachelor's degree Plus 54 Credits (Masters Equivalency)	3 (Or Total of 9)	3 (Or Total of 6)	3**
IV+15	Master or Equivalency Plus 15 Credits	3	3	3
IV+30	Master or Equivalency Plus 30 Credits	3 (Or Total of 6)	- (Or Total of 3)	3
IV+45	Master or Equivalency Plus 45 Credits	3 (Or Total of 9)	3 (Or Total of 6)	3

\* At the discretion of the college granting the master's degree. An approved Master program may include more than nine (9) undergraduate credits. However, these additional undergraduate credits can only be used at this class and not to attain previous or subsequent lanes.

\*\* Can use the three (3) credits for Class III+45 or IV, not both

\*\*\* Master's programs that require credits beyond thirty (30) credits shall have the additional credits applied to subsequent lane change(s).

8. All credits referred to in this schedule are quarter hour credits.
  9. Courses required by the State for continued licensure in the field of teaching assignment shall be considered to be germane; (for example, Human Relations training.)
  10. The Superintendent or their designee may approve courses that are not germane to the individual's teaching field or extra/curricular assignment in advance of taking the course.
  11. Teachers newly hired as of September 1998 shall no longer have access to the MA Equivalent Lane of MA+15 or beyond.
- C. Official transcripts substantiating any change in classification on the salary schedule and application for lane change must be filed in the office of Human Resources by October 15 of the school year in which the change is to become effective. Monetary adjustments in the contract salary, retroactive to the opening of school, will be made on the next payroll following approval of the change in classification (normally in the month of November).
- D. It is required that teachers entering into a graduate program submit the plan to the Teacher Development Committee, including a course listing, before embarking upon the graduate program. Once a new graduate program is approved, all credits taken through that program will be considered to be germane.
- E. Increments for teachers employed during the school year:
1. Teachers who begin their service in the local School District on or before February 3<sup>rd</sup> of the school year will receive the full increment the following year.
  2. Teachers who begin their service after February 3<sup>rd</sup> will receive no increment the following year.

- F. Formula for determining the placement of newly hired teachers on the salary schedule:
  1. Newly hired teachers shall be hired on the salary schedule on the salary lane to which their educational attainment (degree plus subsequently earned germane credits) at the time of hiring entitles them to be placed. Any applicant failing to advise the School District at the time of hiring of any credits or degrees for which they had earned or received credit at the time of application, shall not be entitled to later use such credits or degrees to obtain advancement on the lane of the salary schedule. The method of initial placement on the appropriate step within the lane shall be determined by School Board policy.
  2. When a war veteran is hired as a teacher, if they were a full-term teacher at the time they entered the military service and has a continuous teaching and service record, they shall be given the same credit in the hiring formula for the time they were in the military service as if they had been teaching.
- G. Period of Service: The contract period for employees paid on the salary schedule shall, except for the period designated school not in session, be for the term of the school calendar unless otherwise provided in this Agreement, or unless assigned to positions in which the State Department of Education requires services beyond the term of the School Calendar and in such cases the contract period shall be extended for the additional weeks required according to the State guidelines. The school calendar shall be as attached hereto as Exhibit "C" for illustrative purposes. The school calendar is subject to change by the School Board consistent with the Board's authority to establish the annual school calendar as set forth in Minnesota Statutes section 120A.40 and 120A.41.
- H. Physical Examination: Every employee within the bargaining unit shall be required to submit to a tuberculin test or chest x-ray as required by Minnesota Statute 144.441, subd 4, and the School District will assume the payment of the services necessary for such diagnosis and report, but shall not pay any travel or incidental expenses in connection therewith. Such test or x-ray shall be performed by such person or persons designated by the School District and shall be conducted within the School District if the necessary services are available within the School District.  
Any other medical examination which may in the future be required by law or requested by the School District shall be paid for by the School District, including necessary travel and incidental expenses in connection therewith, except as such examination may in the future be required for continued licensure of such employees within the bargaining unit as are required to be licensed pursuant to rules or regulations established by the Minnesota State Board of Education.
- I. Teachers' Meetings: Teachers' meetings are not to be called during the school year on days when school is not in session.
- J. Filing of Licenses - TRA and PERA Deduction: Employees covered under this Agreement agree to present for filing with the office of Human Resources prior to the beginning of the school year, if required and if not already done, a presently valid license or copy thereof, authorized by the Minnesota State Board of Education and issued by the Commissioner of Education for the State of Minnesota to perform the services for the position to which the employee is assigned. If not a member of the Teachers Retirement Association or the Public Employees' Retirement Association, the employee's contribution to said association will be deducted from the employee's salary payments, along with all deductions required by law and all deductions authorized in advance by the employee, in writing, and approved by the School District.
- K. Education District: All teaching positions resulting from Education District implementation shall be made by contracting with the individual school districts. The teacher so contracted, whether full or part-time, will continue on the seniority list of that teacher's home district and the salary schedule of that district. No combined Education District seniority list will be used.

**ARTICLE XXIII**  
**Seniority - Tenure**

- A. **Seniority** shall be established for all employees in the bargaining unit based upon their years of service as calculated under the following rules:

1. In calculating service for seniority purposes, all service within the bargaining unit will be counted as well as all leave time granted by the School Board to a bargaining unit employee, provided that such leave time is immediately followed by continued employment and shall not include any time on leave while an employee of the School Board in a position not in this bargaining unit.

In the case of part-time employees, service time prior to July 1, 1983, will be calculated by accumulating hours worked in the school year with each hour of time worked being equivalent to 1/5 of a day, except for Head Start teachers, where one (1) hour of time will be equivalent to 1/8 of a day. The accumulated number of days, rounded to the nearest full day, will be related to one hundred eighty (180) workdays representing a full work year and credited to service time. Effective July 1, 2014, no person shall be given credit for more than 38.4 weeks in a work year. The work year shall be defined as September 1 through August 31.

Effective July 1, 1983, service time involving all employees covered by this Agreement will be calculated only for those weeks of the school year in which the employee worked more than fourteen (14) hours per week converted to weeks (with a week constituting no more than forty (40) hours) rounded off to the nearest hundredth. Seniority shall not be counted for an additional assignment by a teacher performed outside the regular school day, or for a homebound assignment, or for long-term substitutes except:

- a. Persons who have established seniority standing as of June 30, 1983, pursuant to Article XX-A (2) of the 1981-1983 Agreement.
- b. Teachers on layoff who are placed in long-term substitute positions pursuant to Article XX of this Agreement.
- c. For teachers hired on and after July 1, 1985, any service in a single position for more than thirty (30) days within a twenty-four (24) month period immediately prior to becoming a permanent (contract) staff member.

or temporary employees except any seniority an employee may have accrued or established as a part-time or temporary employee during the period May 1, 1980, to July 1, 1981, shall be retained and included in determining seniority if such persons are employed under a contract for regular employment prior to July 1, 1983. Effective July 1, 2014, no person shall be given credit for more than 38.4 weeks in a work year. The work year shall be defined as September 1 through August 31.

2. In calculating seniority an employee who is re-employed in the bargaining unit whose continuous service has been interrupted for any reason, including transfer to non-bargaining unit employment or termination, will be granted credit for prior service only if the return to bargaining unit service is within two (2) years of the date of such interruption if the employee had previously accumulated bargaining unit seniority of two (2) years or more and, if less, the return to bargaining unit service must be within a period of time not greater than the equal to the amount of accumulated seniority at the time their continuous service was interrupted, provided this limitation is not applicable to teachers holiday re-employment rights under "C" of this Article.
3. Seniority will apply on a district-wide basis; i.e., a teacher may apply all services as defined in 1. above to any teaching assignment for which they are licensed at the time of layoff or reassignment resulting from layoff.
4. Where two (2) or more employees with the same amount of seniority commenced their employment on the same date the following shall apply in this order, the date of Board action, the date of acceptance and the date of oldest application. In calculating seniority, extra-curricular, summer schoolwork, will be specifically excluded in calculating time worked and date of commencement of employment.
5. An updated seniority list shall be provided to the Union by the first day of school following winter recess and posted in each school building.

The list shall include name, number of weeks worked, date of employment or re-employment, date of Board action, acceptance date, date of oldest application and areas of licensure. Any employee whose name appears on such list, or may have been omitted from such list, and who may disagree with the findings of the School District and the order of seniority in said list shall have the opportunity to challenge by supplying documentation and proof of their request to change.

Upon failure of employee and Human Resources to agree to said change within ten (10) workdays of receipt of said documentation, proof and request of such change, the employee or the Union shall have five (5) workdays to file a grievance with the Superintendent. The grievance shall then be handled in accordance with Step II of the grievance procedure in this Agreement, subject further to the right of arbitration provided in the grievance procedure of this Agreement.

A supplemental list involving corrections shall be provided the Union representative and reposted by March 15.

Effective with the posting of the seniority list on the first day of school following winter recess in school year 1983-1984, any employee failing to protest their seniority as shown on such list within the period of time specified above shall be considered to have confirmed their seniority as listed. Challenge to seniority after school year 1983-1984 shall be limited only to the current year's seniority accrual.

- B. **Layoffs** necessitated because of discontinuance of position or lack of pupils, shall be in the reverse order of seniority with the last senior teacher to be the first laid off, provided in all cases that the teacher must be licensed for a newly sought position.

In any year in which a reduction in teaching staff is occurring, and the School District is placing teachers on layoff, only those licenses actually received by the Human Resources Department by March 1 shall be considered for purposes of determining layoff within areas of licensure for the following school year. A license filed after such time shall be utilized for purposes of recall to vacated or new positions but not to the current reduction.

- C. **Re-employment:** Any teacher having been laid off due to staff reduction shall have re-employment rights for a period of four (4) school years following layoff, and re-employment, shall be in the reverse order of layoff, providing in all cases the teacher must be licensed for the position for which re-employment is sought. Re-employment rights may be exercised as vacancies occur. No employed teacher will be required to transfer to another licensure area or building in a realignment of positions to accommodate re-employment of teachers on layoff. Re-employed teachers shall be reinstated with full credit for seniority, salary, sick leave, and all other benefits as though their service was not interrupted, except that the aforementioned shall not accrue during the time they were not under contract because of layoff. If re-employment is offered under the provisions of this Section, the teacher must return to employment with the District not later than the commencement of the next beginning school year; provided, a teacher laid off from a full-time position may decline an offer of re-employment to a part-time position without loss of their relative position on the re-employment list. A teacher who accepts an offer of re-employment to a part-time position pursuant to this paragraph or who is reduced from a full-time position to a part-time position involuntarily in lieu of layoff shall not relinquish their right to reinstatement into a full-time position based on their seniority and qualifications thereafter. When placed on layoff, a teacher shall file their name and address with the School District's Human Resources Department to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the School District depositing such notice to the teacher by certified mail at the last known address shall be sufficient and it shall be the responsibility of any teacher on layoff to provide for forwarding of mail or for address change. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided herein. The teacher receiving notice shall give written acceptance of the offer of re-employment within one-half the time remaining between the date of mailing of the offer and the date

school commences, but in any event the teacher shall have not less than ten (10) days from the date of mailing to respond.

A teacher who returns to a part-time position involving less hours than their tenure right would permit of permanent nature from layoff status will have the option of staying in that position even if another position for which a license is held of more hours opens in that year. Should the more senior teacher remain in the part-time position, they will be granted seniority equal to the less senior teacher who assumes that position of more hours per week. A permanent position is defined as a position, which is permanently vacated by its incumbent for which seniority is accrued and which is not a long-term substitute position.

- D. **Tenure Rights:** Any employee within the appropriate bargaining unit who is not otherwise covered by the provisions of Minnesota Statutes, Section 122A.41 or any act amendatory or in place thereof, shall during the first three (3) years of consecutive employment with the School District be in a probationary status during which time said employee may be discharged for any constitutionally permissible reason upon thirty (30) days written notice of said discharge. Following said three (3) consecutive years of employment with the School District without notice of termination or discharge as stated above, said employee shall not be discharged, suspended, or demoted except for just cause which shall include, but not be limited to, the causes specified in Minnesota Statutes, Section 122A.41. Notice of said discharge, suspension or demotion after the probationary period shall be given in writing to the employee with the reasons and causes stated therefore, and the employee if not satisfied with the reasons given or causes stated shall have the right to have their status reviewed within the time limits and pursuant to the grievance procedure provided in this Agreement.

#### **ARTICLE XXIV** **Savings Clause**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and all other provisions of this Agreement shall continue in effect.

#### **ARTICLE XXV** **Site Based Decision Making**

The Duluth Federation of Teachers (D.F.T.) and Independent School District No. 709 agree to implement a labor management process to be known as the Quality Leadership Initiative comprised of a central steering committee called the Quality Steering Committee with subcommittees including the High School Quality Leadership Team, the Middle School Quality Leadership Team, the Elementary School Quality Leadership Team, the Special Education Quality Leadership Team, a sub-committee to examine class size at all levels and class size issues *within* specific buildings, and building level leadership teams. and building level leadership teams. The Quality Steering Committee will create additional special purpose committees as appropriate to address issues such as insurance, assignment, and transfer and co-curricular.

The number of members and duties of the leadership teams and committees will be determined by the Quality Steering Committee with the D.F.T. selecting teacher members and administration selecting administration members.

The President of the D.F.T. and the Superintendent will jointly select and appoint two (2) co-facilitators from the D.F.T. and administration. The D.F.T. Facilitator will be a 0.2 FTE position. The D.F.T. President's District assignment will include Quality Process responsibilities. Release time will be afforded the D.F.T. President, not to exceed one (1) class period (.2 FTE) for the purpose of working with the District Administration on the Labor Management Process. The Superintendent and the D.F.T. President will serve on the Quality Steering Committee and with the Facilitator, will determine agendas.

include Quality Process responsibilities. Release time will be afforded the D.F.T. President, not to exceed one (1) class period (.2 FTE) for the purpose of working with the District Administration on the Labor Management Process. The Superintendent and the D.F.T. President will serve on the Quality Steering Committee and with the Facilitator, will determine agendas.

In addition, The Duluth Federation of Teachers (D.F.T.) and Independent School District No. 709 agree to implement a Continuous Improvement Process (CIP). CIP leadership teams and the meeting calendar will be developed jointly between the D.F.T. President, D.F.T. Facilitator, district administration and building principals. The intent of CIP will be to provide support and training for district wide initiatives.

Budget and cost of both the Quality Leadership Initiative and Continuous Improvement Process (CIP) will be the responsibility of the district. Certified teaching staff who agree to serve on a site Continuous Improvement Team (CIT) will receive a stipend of \$800 per school year to be a member of the CIT. Being a member of the CIT will require meetings outside of the teacher work day not to exceed two (2) times per month and for no more than three (3) hours per month.

**ARTICLE XXVI**  
**Term Of Agreement**

This Agreement represents the full and complete Agreement between the parties and supersedes all previous Agreements between the parties. The parties agree to faithfully execute all the provisions of this Agreement. The teachers agree that they will not call, engage in, or sanction any strike, stoppage of work or other connected refusal to perform services during the term of this Agreement.

This Agreement shall be effective on July 1st, except as otherwise provided herein. The term of this Agreement shall be from July 1, 2023, to June 30, 2025, except as otherwise provided herein, and thereafter according to law.

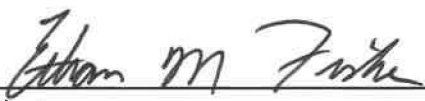
Contracts: Following ratification, the 2023-2025 Collective Bargaining Agreement will be placed on the District's Internet site. One hundred (100) copies of the Collective Bargaining Agreement will be printed for the D.F.T.

Dated at Duluth, Minnesota, on March 19, 2024.

**INDEPENDENT SCHOOL DISTRICT NO. 709**  
**LOCAL NO 692**

By:   
Chairperson of the School Board

**DULUTH FEDERATION OF TEACHERS**

By:   
President

By:   
Clerk of the School Board

<b>STIPENDS ARE PER SCHOOL, PER PROGRAM UNLESS NOTED</b>	
<b>POSITION</b>	<b>RATE FOR STAFF MEMBER/SCHOOL</b>
<b>SENIOR HIGH ATHLETICS</b>	<b>2023-2025</b>
<b>Activities Director</b>	\$6,948
<b>HEAD COACHES</b>	<b>2023-2025</b>
Basketball	\$6,700
Football	\$6,700
Hockey (1 program per school boys, 1 program in District girls)	\$6,700
Swimming (1 program in District boys, 1 program per school girls)	\$5,358
Track (1 boys & 1 girls head coach per school)	\$5,531
Volleyball	\$5,697
Baseball	\$5,405
Softball	\$5,405
Cross-Country (1 program per school boys/girls combined)	\$4,767
Tennis	\$4,390
Golf (1 program per school boys/girls combined)	\$3,512
Skiing Alpine (1 program per school boys/girls combined)	\$4,175
Skiing Nordic (1 program per school boys/girls combined)	\$4,561
Soccer	\$4,730
Dance Team	\$5,405
Robotics Team	\$4,534
Lacrosse (1 Program in District boys, 1 program in District girls)	\$4,434
<b>ASSISTANT COACHES</b>	<b>2023-2025</b>
Football (3)	\$4,365
Basketball (1 Boys & 1 Girls)	\$4,365
Hockey (1 Boys, 1 Girls)	\$4,365
Swimming (1 Boys, 1 Girls)	\$3,564
Track (4 assistant coaches per school boys/girls combined)	\$3,616

<b>POSITION</b>	<b>RATE FOR STAFF MEMBER/SCHOOL</b>
<b>SENIOR HIGH ATHLETICS (CONTINUED)</b>	<b>2023-2025</b>
<b>ASSISTANT COACHES</b>	<b>2023-2025</b>
Baseball	\$3,419
Volleyball	\$3,587
Softball	\$3,419
Cross-Country (1 program per school boys/girls combined)	\$3,235
Golf (1 program per school boys/girls combined)	\$2,076
Tennis (1 Boys, 1 Girls)	\$2,795
Soccer (1 Boys, 1 Girls)	\$3,106
Nordic Ski (1 program per school boys/girls combined)	\$3,038
Alpine Ski (1 program per school boys/girls combined)	\$2,285
Dance Team	\$3,420
Lacrosse (1 Program in District boys, 1 program in District girls)	\$3,015
<b>ADVISORS/COACHES NINTH GRADE</b>	
	<b>2023-2025</b>
Football - Assistant (2)	\$3,242
Basketball - Assistant (1 Boys, 1 Girls)	\$3,414
Track - Assistant (1 program per school boys/girls combined)	\$2,822
Volleyball - Assistant	\$2,837
Intramural	\$2,404
<b>INTRAMURALS</b>	
	\$4,267
<b>SENIOR HIGH ACTIVITIES</b>	
	<b>2023-2025</b>
Head Cheerleader Advisor	\$4,113
Assistant Cheerleader Advisor	\$2,674
Band	\$4,994
Vocal	\$1,726
Orchestra	\$1,627
Plays (Per Act, 10 Act Maximum)	\$718

<b>STIPENDS ARE PER SCHOOL, PER PROGRAM UNLESS NOTED</b>	
<b>POSITION</b>	<b>RATE FOR STAFF MEMBER/SCHOOL</b>
<b>SENIOR HIGH ACTIVITIES (CONTINUED)</b>	<b>2023-2025</b>
Plays (Stage, Lighting & Sound)	\$1,320
Speech Head Coach	\$4,535
Speech Assistant Coach	\$1,591
Debate Head Coach	\$3,926
Debate Assistant Coach	\$2,097
Academic Clubs (5 Per School)	\$1,219
Mathematics Coach	\$2,521
Knowledge Bowl	\$2,489
Special Olympics Coach	\$4,238
Jazz Band Director	\$1,726
Newspaper	\$4,535
Annual	\$3,475
Technology	\$4,753
Musical Director	\$3,725
Musical Tech. Director	\$1,119
Musical Costumer	\$447
Musical Choreographer	\$447
Stage (For School Events)	\$2,710
Clubs That Travel (e.g., BPA, FFA, HOSA, FCCLA-HERO) Max. 3	\$3,875
<b>CLASS ADVISOR</b>	<b>2023-2025</b>
Senior Class	\$1,433
Junior Class	\$1,075
Sophomore Class	\$774
Freshman Class	\$660

<b>STIPENDS ARE PER SCHOOL, PER PROGRAM UNLESS NOTED</b>	
<b>POSITION</b>	
<b>MIDDLE SCHOOL ATHLETICS</b>	<b>2023-2025</b>
Activities Director	\$1,392
<b>HEAD COACHES</b>	
Cross-Country	\$1,109
Skiing	\$426
Head Boys Basketball - Grade 8	\$1,713
Head Boys Basketball - Grade 7	\$1,713
Head Girls Basketball - Grade 8	\$1,713
Head Girls Basketball - Grade 7	\$1,713
Head Boys/Girls Swimming	\$1,370
Asst. Boys/Girls Swimming	\$959
Asst. Boys/Girls Swimming	\$959
Head Boys/Girls Track	\$1,370
Asst. Boys/Girls Track	\$959
Asst. Boys/Girls Track	\$959
Head Girls Volleyball - Grade 8	\$1,370
Head Girls Volleyball - Grade 7	\$1,370
<b>INTRAMURALS PROGRAM (8)</b>	<b>\$1,076</b>
<b>MIDDLE SCHOOL ACTIVITIES</b>	
Band	\$851
Vocal	\$851
Orchestra	\$851
Plays (Per Act, 3 Act Maximum)	\$668
Plays (Stage, Lighting & Sound)	\$671
Newspaper (Per Issue, Max. of 6 Issues Per Year)	\$492
Academic Clubs (Max 5)	\$1,219
Special Olympics Coach	\$1,299
Annual	\$1,201
Technology	\$4,007
<b>POSITION</b>	
<b>MIDDLE SCHOOL ACTIVITIES (CONTINUED)</b>	<b>2023-2025</b>
Musical Director	\$3,725
Musical Tech. Director	\$1,119
Musical Costumer	\$447
Musical Choreographer	\$447
Stage	\$1,343

<b>ELEMENTARY SCHOOL ATHLETICS</b>	
<b>Choir Director</b>	\$823
Elementary Clubs (6)	\$744
<b>Technology</b>	\$3,258
<b>School Patrol Advisor 0-10 Corners</b>	\$1,009
10+ Corners	\$1,075

<b>HIGH SCHOOL ADDITIONAL ASSISTANT COACHES</b>	
Add an assistant coach for approximately every twenty (20) participants for non-cut activities. (track, cross country, Nordic skiing, speech)	
<b>MIDDLE SCHOOL ADDITIONAL ASSISTANT COACHES</b>	
Add an assistant coach for approximately every twenty (20) participants for non-cut activities. (track, cross country, Nordic skiing, speech)	
Add an assistant coach if participation is above 90 and every additional twenty (20) participants beyond that for non-cut activities (track, cross country, swimming)	
All Item shaded in grey are funded for the duration of the most recent collective bargaining agreement	

**EXHIBIT B**  
**Teachers' Salary Schedule**  
**DULUTH PUBLIC SCHOOLS**  
**INDEPENDENT SCHOOL DISTRICT NO. 709**  
**EFFECTIVE 2023-2024**

<b>STATE</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>14</b>
<b>CODE</b>	<b>III</b>	<b>III + 15</b>	<b>III + 30</b>	<b>III + 45</b>	<b>IV</b>	<b>IV + 15</b>	<b>IV + 30</b>	<b>IV + 45</b>	<b>PhD</b>
	BA OR BS	CLASS	CLASS	CLASS	MA	CLASS	CLASS	CLASS	CLASS
	CLASS	III	III	III	CLASS	IV	IV	IV	V
<b>STEP</b>	<b>III</b>	<b>PLUS 15</b>	<b>PLUS 30</b>	<b>PLUS 45</b>	<b>IV</b>	<b>PLUS 15</b>	<b>PLUS 30</b>	<b>PLUS 45</b>	
<b>1</b>	\$43,527	\$44,095	\$44,899	\$45,701	\$50,507	\$51,880	\$53,255	\$54,626	\$55,998
<b>2</b>	\$44,164	\$44,969	\$45,772	\$46,571	\$52,613	\$54,022	\$55,400	\$56,775	\$58,151
<b>3</b>	\$46,043	\$46,848	\$47,651	\$48,456	\$54,992	\$56,372	\$57,748	\$59,127	\$60,501
<b>4</b>	\$47,946	\$48,755	\$49,553	\$50,361	\$57,596	\$58,977	\$60,359	\$61,735	\$63,110
<b>5</b>	\$50,078	\$50,884	\$51,688	\$52,492	\$61,125	\$62,499	\$63,883	\$65,266	\$66,641
<b>6</b>	\$52,521	\$53,325	\$54,133	\$54,943	\$64,976	\$66,359	\$67,741	\$69,127	\$70,509
<b>7</b>	\$55,689	\$56,498	\$57,307	\$58,117	\$69,910	\$71,299	\$72,688	\$74,076	\$75,467
<b>8</b>	\$58,858	\$59,672	\$60,480	\$61,291	\$75,361	\$76,813	\$78,264	\$79,711	\$81,106
<b>9</b>					\$80,811	\$82,326	\$83,841	\$85,346	\$86,745

**Career Increment:**

Employees after 15 years of seniority will receive an additional increment of \$1,600.00  
 Employees after 20 years of seniority will receive an additional increment of \$2,400.00  
 Employees after 25 years of seniority will receive an additional increment of \$3,300.00

Teacher's Salary Schedule  
DULUTH PUBLIC SCHOOLS  
INDEPENDENT SCHOOL DISTRICT NO. 709  
EFFECTIVE 2024-2025

<i>STATE</i>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>14</b>
<i>CODE</i>	<i>III</i>	<i>III + 15</i>	<i>III + 30</i>	<i>III + 45</i>	<i>IV</i>	<i>IV + 15</i>	<i>IV + 30</i>	<i>IV + 45</i>	<i>PhD</i>
	BA OR BS	CLASS	CLASS	CLASS	MA	CLASS	CLASS	CLASS	CLASS
	CLASS	III	III	III	CLASS	IV	IV	IV	V
<i>STEP</i>	III	PLUS 15	PLUS 30	PLUS 45	IV	PLUS 15	PLUS 30	PLUS 45	
<b>1</b>	\$44,833	\$45,418	\$46,246	\$47,072	\$52,022	\$53,436	\$54,853	\$56,265	\$57,678
<b>2</b>	\$45,489	\$46,319	\$47,145	\$47,968	\$54,191	\$55,642	\$57,062	\$58,478	\$59,895
<b>3</b>	\$47,425	\$48,253	\$49,081	\$49,909	\$56,641	\$58,063	\$59,480	\$60,901	\$62,316
<b>4</b>	\$49,384	\$50,217	\$51,039	\$51,871	\$59,324	\$60,747	\$62,169	\$63,588	\$65,004
<b>5</b>	\$51,580	\$52,411	\$53,238	\$54,067	\$62,959	\$64,374	\$65,800	\$67,224	\$68,640
<b>6</b>	\$54,097	\$54,925	\$55,757	\$56,591	\$66,925	\$68,350	\$69,774	\$71,201	\$72,624
<b>7</b>	\$57,360	\$58,193	\$59,026	\$59,860	\$72,007	\$73,438	\$74,869	\$76,298	\$77,731
<b>8</b>	\$60,623	\$61,462	\$62,295	\$63,130	\$77,622	\$79,117	\$80,612	\$82,102	\$83,539
<b>9</b>					\$83,236	\$84,796	\$86,356	\$87,906	\$89,347

Career Increment:

Employees after 15 years of seniority will receive an additional increment of \$1,700.00

Employees after 20 years of seniority will receive an additional increment of \$2,500.00

Employees after 25 years of seniority will receive an additional increment of \$3,400.00

**EXHIBIT C**  
**Calendar**

Dates are not final and are subject to change.

	<b>2023-2024</b>	<b>2024-2025</b>
School Year Begins	August 29, 2023	August 26, 2024
School Year Closes	June 7, 2024	June 6, 2025
Opening of School	September 5, 2023	September 3, 2025
<b>SCHOOL NOT IN SESSION</b>		
	<b>2023-2024</b>	<b>2024-2025</b>
Welcome Week Staff Meeting/Professional Development *	August 29-30, 2023	August 27-29, 2024
*No more than a total of 16 hours of Building and District meetings for the above days. First day will be district led professional development. Subsequent days will be 8 hours district led and 8 hours teacher led, to be determined by buildings. Required online professional development (ALICE, Vector, etc.) to be completed outside of contract hours no later than October 31.		
Teacher Preparation Days	August 30-31, 2023	August 26, 2024** August 28-29, 2024
**Teachers may also utilize a day the week of August 19-23 <sup>rd</sup> for teacher preparation in lieu of August 26, 2024.		
No School Staff/Students (Non-Contract Day)	September 1, 2023	August 30, 2024
Labor Day	September 4, 2023	September 2, 2024
Teachers Convention (MEA)	October 19-20, 2023	October 17-18, 2024
Thanksgiving & Friday following	November 23-24, 2023	November 28-29, 2024
Winter Recess	December 22-29, 2023 Resumes January 2, 2024	December 24-31, 2024 Resumes January 2, 2025
Martin Luther King Jr. Day	January 15, 2024	January 20, 2025
End of Semester Records Day	January 22, 2024	January 17, 2025
Presidents Day	February 19, 2024	February 17, 2025
Winter Break	February 22-23, 2024	February 18-19, 2025
Spring Break	April 17-19, 2024	April 2-4, 2025
Memorial Day	May 27, 2024	May 26, 2025
Professional Development	June 6-7, 2024 Plus 8 hours of asynchronous training to be completed prior to the above dates outside of contract hours.	October 14, 2024 November 27, 2024 December 23, 2024 February 24, 2025 May 27, 2025

Legal holidays not shown above as holidays or recess days are teaching days with students in session. The equivalent of two (2) school days are also to be scheduled for evening and/or other non-duty hours for fall and spring conferencing/counseling. Bargaining unit members who do not participate in conference/counseling are to work the equivalent of two (2) school days in what would otherwise be non-duty hours with the tasks to be performed and the

schedule of times to be agreed upon by the unit member and the immediate supervisor.

**Emergency Closing**

In the event that more than two (2) teacher workdays in session with students are lost due to an emergency, teachers may be required to perform duties on other days or days in lieu thereof. There shall be consultation with the Union in the re-scheduling of said days. Teachers shall not be required to be present on days when school is closed due to emergencies.

**Daylight Savings Time**

Starting and closing times may be adjusted by no more than one (1) hour if daylight savings time is in effect between December 1 and January 31 of the following year with prior consultation with the Union.

**Two Hour Late Start**

Teachers who are scheduled at the beginning of the school day will start two hours later than their regularly scheduled reporting time. i.e.: Elementary teachers who report at 7:15 am will now report at 9:15 am. All Schools will dismiss at their regular times.

**Open House**

Certified teaching staff shall participate in a building open house not to exceed (2) hours. These hours will be flexed by agreement with teachers and building administration. (i.e., flexible workday, in lieu of conference time, etc.)

**EXHIBIT "D"**  
**Special Education Caseload Process**

The Duluth School District and the Duluth Federation of Teachers have established a list of guidelines for teachers and administrators to use in addressing caseload concerns. If an individual and/or group has a caseload concern, the first need will be to gather data based on those guidelines. If, after reviewing the gathered data, the individual and/or group still has concerns regarding the caseload, they will then meet as a Building Special Education Team and include the respective Pyramid Supervisor and the Building Level Administrator.

If a satisfactory resolution is not obtained, a formal written review will be developed and forwarded to the Director of Special Education and the D.F.T. for information and possible action.

If a satisfactory explanation or resolution is not obtained, the matter will be reviewed by a Special Education Review Board, consisting of one (1) School Board Member, the Director of Special Education, and a D.F.T. Representative.

A written report will then go to the Superintendent, School Board and D.F.T.

**Guidelines That May Relate To Caseloads**

1. State rules and regulations.
2. Collective bargaining agreement regarding teachers' workday.
3. Total number of students for whom responsible.
4. Time involved in meeting due process requirements for students.
5. Number of students receiving direct vs. indirect service.
6. Student contact hours per teacher.
7. Number of students in each class.
8. Variations in degree of services provided to students.
9. Amount of service to be provided, as stated in IEP's.
10. Services provided in more than one location.
11. Preparation time.
12. Severity of handicaps of students.
13. Turnover rate of caseload.
14. Travel schedule.
15. Representative caseloads of other staff in similar teaching situations.
16. Recommended caseload maximums as provided by governing/accrediting/advocacy or other agencies, for example, Speech and Hearing Association.
17. Extent of other student related tasks, such as, curriculum adaptations, Planned Documented Intervention, conferring with regular education staff, etc.

**MEMORANDUM OF UNDERSTANDING**  
**Early Childhood Programs**

The Duluth Federation of Teachers ("D.F.T.") and Independent School District No. 709 ("District") agree to this Memorandum pertaining to Early Childhood Programs

Early Childhood Programs serve children birth to five years and their families. Flexible scheduling, including evening hours, is an expectation for this service provision. To meet these expectations, teachers may have flexible work schedules during the school year and may be requested to teach beyond the regular school day to maintain continuity of service.

These guidelines will be followed:

1. The workweek will begin on Monday and end on Friday.
2. The assignment will not exceed forty (40) hours per week.
3. The workday will begin no earlier than 7:30 a.m. and end no later than 9:00 p.m. unless a deviation from this is mutually agreed on between teacher and supervisor.
4. Requirements of the program may result in the typical work day being up to 9 hours per day with one day per week being up to 12 hours per day. Any further work day deviation requires mutual agreement between teacher and supervisor.
5. The assignment shall not be on holidays or recess days.
6. The teacher shall have a minimum of thirty (30) minutes for a duty free meal during their workday.
7. The teacher shall have a minimum of two hundred fifty (250) minutes of preparation time per week.

**INDEPENDENT SCHOOL DISTRICT NO. 709**

By: John Magas  
Dated: 4/4/24

**DULUTH FEDERATION OF TEACHERS**

By: Esther M. Fisher  
Dated: 4-5-24

**MEMORANDUM OF UNDERSTANDING**  
**Instructional Leadership Positions**

The Duluth Federation of Teachers ("D.F.T.") and Independent School District No. 709 ("District") agree to this Memorandum pertaining to instructional leadership positions.

Staff hired for instructional leadership and curriculum positions will have look back rights for a one (1) year term in these leadership positions. If they do not return to his/her former position after the first year, his/her previous position could be posted.

After working in the leadership position for three (3) years, the position may be reposted. Staff in these leadership positions who have been in the position may choose to reapply for the special assignment position.

This MOU will remain in effect until the effective date of the next collective bargaining agreement.

**INDEPENDENT SCHOOL DISTRICT NO. 709**

**DULUTH FEDERATION OF TEACHERS**

By: John Magas

By: Ethan M Foster

Dated: 4/4/24

Dated: 4-5-24

**MEMORANDUM OF UNDERSTANDING**

**E Learning Plan**

The Duluth Federation of Teachers (“D.F.T.”) and Independent School District No. 709 (“District”) agree to this Memorandum pertaining to the E Learning Plan.

1. This language will apply to all certified staff working under the Collective Bargaining Agreement between Independent School District #709 and the Duluth Federation of Teachers, Local 692.
2. In accordance with the Minnesota Statute 120A.414 this E Learning plan was developed.
3. Six minutes will be added to the beginning of the High School day, one minute to each class period.
4. The first two emergency weather closing days of the closing days of the school year will be considered “Snow Days” and teachers will not be required to report to work or perform any duties associated with their jobs.
5. E Learning days, up to five per school year, may be called by the school district and the decision must be made not less than two hours before the beginning of the teacher work day.
6. A “practice” day will be held during a regularly scheduled school day in the Fall of the 2023-2024 school year so that students can learn how to access the necessary information needed to participate in E Learning Days. Preparation time during this day as well as PLC time for the week can be used by teachers to prepare for the potential use of E Learning Days.
7. Certified staff are not required to report to a building when E Learning days are called.
8. Certified staff members will be available by email and/or phone by voicemail for students and families 9:13 AM - 2:15 PM each day e Learning has been called.
9. All certified staff members will be given an additional 3 days (24 hours) of accumulated sick leave a year, bringing the total number to 13 days per year.

This MOU is a non-precedent setting agreement and will remain in effect through the 2023-2024 and 2024-2025 school years. At that time, the parties can mutually agree to extend the agreement.

**INDEPENDENT SCHOOL DISTRICT NO. 709**

**DULUTH FEDERATION OF TEACHERS**

By: John Maggs  
Dated: 4/4/24

By: Ethan M. Fitch  
Dated: 4-5-24

**MEMORANDUM OF UNDERSTANDING**  
**Asynchronous Professional Development**

The Duluth Federation of Teachers ("D.F.T.") and Independent School District No. 709 ("District") agree to this Memorandum pertaining to the scheduled professional development day on December 23, 2024.

**Whereas**, the District has determined that asynchronous professional development would be a beneficial alternative to a traditional in-person professional development day on December 23rd; and

**Whereas**, the Union recognizes the potential benefits of asynchronous professional development, such as flexibility and self-paced learning;

**Now, therefore, the parties agree as follows:**

1. **Asynchronous Professional Development:** The District and the Union agree to replace the traditional in-person professional development day on December 23rd with an asynchronous professional development period.
2. **Asynchronous Training Period:** The asynchronous professional development period will take place between December 13th and the end of the day on January 3rd.
3. **Training Requirements:** All teachers will be required to complete a minimum of 7.5 hours of asynchronous professional development during the designated period.
4. **Training Content:** The District will provide a variety of asynchronous training options, including online courses, webinars, and self-paced modules.
5. **Training Verification:** The District will implement a system to track and verify teacher participation in asynchronous training.
6. **Technical Support:** The District will provide necessary technical support to teachers to facilitate their participation in asynchronous training.
7. **Compensation and Benefits:** Teachers will receive compensation and benefits as per the existing collective bargaining agreement.

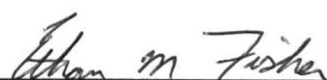
This MOU shall be effective upon signature by both parties and shall remain in effect until the conclusion of the asynchronous professional development period.

The signatures below represent that the parties have read, understand and agree to be bound by the terms of this Memorandum of Understanding.

**INDEPENDENT SCHOOL DISTRICT NO. 709**

**DULUTH FEDERATION OF TEACHERS**

By: 

By: 

Dated: 11/15/2024

Dated: 11-15-2024

## **RESOLUTION**

### **Duluth Federation of Teachers**

**RESOLVED**, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and the Duluth Federation of Teachers, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2025 to June 30, 2027, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

**COLLECTIVE BARGAINING AGREEMENT**

between

**INDEPENDENT SCHOOLS DISTRICT NO. 709**  
**DULUTH, MN**

and

**the Duluth Federation of Teachers, Local 692**

EFFECTIVE DATES

2025-2027

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**ARTICLE I**  
**Recognition**

- A. The School District hereby recognizes the Duluth Federation of Teachers, Local 692, as the exclusive bargaining representative of all teachers of the District as defined in this Agreement and in the Public Employment Labor Relations Act of 1971, as amended, and of all professional personnel employed as registered or public health nurses, physical therapists, occupational therapists, and Head Start teachers. Further: Any teacher represented by the D.F.T. shall have the right to meet with and consult with a Union representative at their worksite.

**Access to membership lists**

By October 1 of each school year, the district shall provide in electronic form to the Union the names, addresses, telephone numbers, email address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On a quarterly basis or on request, the District shall provide the Union with a current bargaining unit list. Such requests shall be filled within five days.

**Access to worksites**

Representatives of the Union shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Union representatives shall make their presence known to the worksite supervisor of their designee. Such visits shall not interrupt normal work responsibilities.

**Maintenance of membership**

Any member of the bargaining unit may authorize the District to deduct from their pay the amount of dues charged by the union. This authorization must be in writing and forwarded to the Payroll Office not less than two (2) weeks before the payday when it is to become effective. The district agrees to implement all the terms of dues-check off authorizations submitted to the District by the Union and agreed to by the Employee.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated on the authorization.

When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the week preceding October 1 each year. Cancellation must be in writing, and forwarded to the Payroll Office within that week.

1. Teachers shall mean all persons in the unit employed by the School District in a position for which the person must be licensed by the State Board of Education, whether compensated according to Exhibit "B" or on a per diem, hourly or class rate basis, specifically including but not limited to:
  - a. Classroom Teachers
  - b. Counselors
  - c. Media Specialists
  - d. Psychologists
  - e. Social Workers
  - f. Work Experience Teachers (WECEP, WED, WEH)
  - g. Special/Vocational Teacher Coordinators
  - h. Speech Language Pathologists
  - i. Curriculum Technology Integrators
  - j. Vocational Education Advisors
  - k. Teachers Employed Under Federal and/or State Grant Programs

- l. Early Childhood Teacher
  - m. Parent Educator
  - n. Support Service Managers/Special Education Case Managers
  - o. Helping Teachers/Teachers on Special Assignment
  - p. Staff Developers
  - q. Nurses
  - r. Chemical Health Specialists
  - s. Activities Director
  - t. Facilitator for QSC
  - u. Elementary Specialists
2. Teachers shall not include:
- a. Superintendent
  - b. Assistant Superintendents
  - c. Principals
  - d. Assistant Principals
  - e. Administrative Assistants
  - f. Confidential Employees as Defined in Minnesota Statutes 179A.03, Subd. 4
  - g. Supervisory Employees as Defined in Minnesota Statutes 179A.03, Subd. 17
  - h. Administrative Trainees
  - i. Department heads who devote more than fifty percent (50%) of their time to administrative or supervisory duties.
  - j. Employees hired to replace an absent teacher where the substitute is employed for thirty (30) or less working days as a replacement for that teacher.
- B. Adult vocational teachers who work less than three hundred (300) hours in any school year. When a new classification requiring a license is to be established which is not clearly supervisory, the Union will be notified in writing not less than fifteen (15) days prior to the hiring of a person or persons to fill the position or positions and the parties shall promptly meet to agree whether such classification should be included or excluded under this Agreement, and if included, the terms and conditions of employment therefore. If no Agreement is reached regarding inclusion in, or exclusion from the bargaining unit, either party may petition the Minnesota Bureau of Mediation Services to make such determination subject to all rights of appeal under the PELRA. Pending the determination and resolution of all such issues, including the terms and conditions of employment, the School Board may appoint a person or persons to fill such position or positions, provided that the School District has posted notice of the availability of such positions to be filled and the parties have met at least once as provided above.
- C. The Superintendent and the D.F.T. President will jointly establish an interview team to recommend the Facilitator for QSC.

## **ARTICLE II**

### **Purpose And Scope Of Agreement**

The School District and the Union recognize a common responsibility to work together toward the achievement of quality education. The attainment of this directive requires mutual cooperation between both parties and all members of the staff.

To promote this objective the parties have agreed upon the following terms relating to terms and conditions of employment which shall be applicable to all personnel of the School District covered under this Agreement. Neither the School District nor any employee covered by this Agreement shall enter into any agreement either written or unwritten which is in violation of this Agreement.

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 this Agreement or by applicable law or the regulations of the Minnesota State Board of Education.

In carrying out the terms and conditions of this Agreement, neither the Union nor the School District will discriminate for or against any person because of race, color, creed, national origin, sex, religion, age, sexual orientation or physical impairment to the extent prohibited by law.

**ARTICLE III**  
**Grievance Procedure And Arbitration**

The purpose of this procedure is to provide a method whereby employees who are members of the bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement.

A. **Definitions**

1. A "***grievance***" is an action instituted under this Article by an aggrieved employee or the Union in the belief that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents, or contractors.
2. The aggrieved employee is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.
3. The term "***days***" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday or such holidays as provided in this Agreement, the next calendar day which is not a Saturday, Sunday or such 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 Right**

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 their choice, including a Union representative, at all steps of this grievance procedure, including 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 after Step I.

C. **Procedure**

1. **Step I** - The aggrieved employee shall present their grievance within twenty (20) days of the time they knew or should have known of the act, event or default of the School District, the School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement.

The grievance shall be presented in writing to their building Principal or other immediate supervisor who is not a member of the bargaining unit under this Agreement or when the act, event or default which is alleged is not the action or failure to act of a building Principal or other immediate supervisor, then the employee or employees may initially file a grievance at Step II of the grievance procedure in like manner and within the time limits provided in this Section.

The written grievance shall state the nature and date of the violation to the best of the 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, President or Supervisor shall immediately set a hearing date that is within five (5) days of the filing and notify the aggrieved employee and their designated representative. A decision in writing by the Principal, President or Supervisor shall be rendered within five (5) days of the hearing and communicated to the aggrieved

employee, the Union, and the Superintendent of Schools. Any appeal from this decision shall be taken by the aggrieved employee within twenty (20) days of the communication of the decision to him/her.

2. **Step II** - In the event an appeal is filed from a decision at Step I, or in the event of a grievance initially filed at Step II under this Article, or at the option of the Superintendent, the Superintendent shall set a hearing date that is within ten (10) days of the filing of such grievance or appeal, or within twenty (20) days of communication to the Superintendent of the decision at Step I, and so notify the aggrieved employee, the Union, and on an appeal the Principal, President or Supervisor rendering the decision at Step I. The Superintendent or their designee shall conduct such hearing and notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Supervisor rendering the decision at Step I of their decision in writing within ten (10) days of the hearing.

- D. **Arbitration** - The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II, or if no decision has been made by the Superintendent, within forty (40) days of the Step II hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21, subd. 2. Upon receipt of such list and within five (5) days thereafter, the Union and 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 (1) 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 the hearing.

Their written decision shall state the facts and Articles of the Agreement on which the decision relies, shall include 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 arbitrability of the grievance if such issue is raised by the School District and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall they 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, but each of them (the School District and Union) shall pay the cost of their own witnesses except as otherwise provided herein, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator, and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

For purposes of complying with Minnesota Statute with 572B.19(a), the arbitrator shall mail their decision by certified mail to the grievant and the representatives of the employer and the Union.

E. **Miscellaneous Provision**

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, its 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.
2. The Union may file a grievance when it is alleged that a member of the bargaining unit has violated this Agreement.
  3. The Union may file a grievance concerning an alleged violation of this Agreement when the members of this unit would not reasonably be expected to have knowledge; e.g., failure to post a vacant or new position, failure to notify the Union of creation of new positions, failure to notify the Union of transfers denied.
  4. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Union after Step I 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.
  5. 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.
  6. 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. Likewise, where the aggrieved employee has not appealed a decision at Step I for whatever reason, the School District shall not be bound by the decision at Step I in the case of other grievances on the same or similar issues by other employees, the same employee, or the Union. In the case of an event, act or default which is of a continuing nature, the employee and the Union shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
  7. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
  8. 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 Superintendent of Schools shall first authorize any hearings at Step I during working hours.
  9. When arbitration hearings are held during normal working hours, employees who appear at the request of the Union and who shall not lose wages from the School District due to their participation in such hearings are as follows:
    - a. The number of employees including the grievant or grievants equal to the number of persons testifying in the grievance proceeding on behalf of the public employer; or
    - b. If the number of persons testifying on behalf of the public employer is less than three (3), three (3) employees including the grievant or grievants may still participate in the proceedings without loss of wages.
    - c. The Union President may attend without loss of pay and shall not be counted in the numbers determined in a. and b. above.
  10. 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 IV**  
**Assignment And Transfer**

- A. The School District recognizes that it is desirable in assigning personnel to consider the interests and aspirations of their employees. An attempt shall be made to place people in the school and class for which they are qualified and have the greatest interest, consistent with the needs and requirements of the School District.
- B. Procedures for posting and application assignment and transfer:
1. Posting
    - a. Newly established positions or positions that are vacated during the school year by retirement, resignation or death shall be posted not more than fifteen (15) working days after it has been determined through official School Board action that such vacancy is about to occur.
    - b. Positions that are vacated during the school year resulting from a transfer to another position shall be posted not more than fifteen (15) days after acceptance of such transfer.
    - c. Positions that are vacant resulting from the incumbent being selected for another position effective with the next school year will be posted within ten (10) days after acceptance by the incumbent of a new position.
    - d. Positions which are vacated due to reasons listed above will be posted and filled in accordance with this Article with the successful applicant assuming the position with the start of either the semester or next school year.
    - e. When a position is awarded with the successful applicant assuming the position at a later date, the position may be filled on a temporary basis for the remainder of the semester or year by an employee hired in accordance with this contract and State statute.
    - f. All postings shall be posted on the District's website with a copy of each notice furnished to the Union posted on the School District's website and posting of vacancies that occur during the school year will be emailed to all sites for posting.
    - g. Positions posted on or after August 15 shall not be filled until after one working day has elapsed after the date of posting. Positions filled pursuant to a one (1) day posting on or after August 15 shall become a regularly filled position, and any teacher that accepts such a position shall be entitled to eight (8) hours of pro rata pay to pack and move their classroom.
  2. Application Timeline
    - a. Applications shall be submitted within five (5) working days of the posting to be considered for the vacancy except as provided in B.1.g. of this Article.
  3. Posting Notices
    - a. Each position that is posted shall be described with minimum qualifications and assigned building(s).
- C. The following provisions shall apply in the filling of new or vacant positions:
1. Only applicants exceeding or meeting the minimum qualifications stated in the posting notice may be hired to fill a position.
  2. The most senior applicant will be selected to fill the position except as follows:
    - a. Newly established or vacant positions for Teachers on Special Assignment (TOSA), Curriculum Specialist, Activities Director and Assertive Discipline may be filled by the District based on the unique qualifications needed for the position.
    - b. A less senior applicant may be chosen in a maximum of five percent (5%) of the positions posted to date in the current school year. A position filled with a less senior applicant pursuant to Section C.2.a., immediately above, does not count toward the five percent (5%) maximum.
  3. An applicant will not be awarded more than two (2) transfers during any contract year.
  4. Posting Timeline:
    - a. Normal Posting Timeline: Once an applicant has been informed in person (i.e., face-to-face or telephone is acceptable; a voice message is unacceptable) that they is being offered the position, they will have two (2) District workdays to inform the District of their decision to accept the position.

If the applicant does not notify the District of their decision to accept the position within two (2) District workdays, they waives any right to the position and the next most senior applicant (subject to the limitations contained in paragraphs 1., 2., and 3. above) will be offered the position and will be subject to the same timeline for acceptance of the position.

- b. One-Day Posting Timeline: An applicant offered a position as a result of a posting pursuant to Article IV. B.1.g. shall be subject to the timeline contained in Paragraph a. above, except that the applicant shall have until 9:00 a.m. the following District workday to notify the District of their decision to accept the position. If the applicant does not so inform the District, they waives any right to the position.
5. The administration shall keep accurate records which will identify the positions which were posted, the number and seniority rank of the applicants, those who were interviewed, and the successful applicant. This information shall upon request be made available to the Union.
- D. Transfers necessitated by school closings or reduction of staff shall be accomplished by those employees so affected applying for vacancies for which they are qualified and being transferred in accordance with Paragraph D. of this Article.

Transfers due to reduction of staff shall be accomplished by retaining the senior employees in those positions which remain provided they are properly licensed for those positions unless conditions exist justifying a variance from the normal rule. Conditions justifying a variance exist whenever:

1. An existing academic program would be eliminated by this process.
2. There would be a significant adverse impact upon an existing academic program for students.
3. There would be a significant adverse impact upon an existing extra-curricular program for students; e.g., no other teacher within the building is qualified to assume the extra-curricular assignment in which the teacher's presence in the building during the school day is needed; the continuity of the extra-curricular program is adversely affected. (The Principal shall have determined that a qualified replacement does not exist from within the building before initiating the transfer process.)

Whenever a less senior teacher is retained, written reasons for such variance shall be given to the teacher being transferred and the Union.

A senior teacher being transferred may appeal to a Transfer Review Committee and the decision of such committee shall be final and binding. The Transfer Review Committee shall be composed of five (5) members consisting of one (1) School Board member appointed by the Chairperson of the School Board; two (2) administrators appointed by the Superintendent; and two (2) persons appointed by the Union. Alternates for each of the five (5) members may also be appointed.

Transfers due to school closings shall be made prior to July 1 of each school year.

- E. Transfers due to administrative requests shall be identified by April 1 by a letter of notification of such request, including the reason for said request. Such teachers may apply for vacant positions under Paragraph D. of this Article. If denied a position or if no application is made, administrative transfers up to three percent (3%) of the bargaining unit may be made. Administrative reassignments occurring pursuant to Paragraph D. of this Article or administrative realignment of the assigned schools of elementary media specialists, physical education specialists, art specialists, music specialists and music itinerant teachers shall not be considered as unrequested transfers.

The requirements of this Section do not apply to unrequested transfers made to accomplish realignment as described in Strand vs. Special School District No. 1. If a teacher is transferred to another licensure area as a result of such realignment and circumstances thereafter change that remove the necessity of the transfer the District shall give immediate notice to the teacher of the option to be reinstated to their former position. The teacher will have two (2) District workdays to inform the District of their decision to accept the position. If the applicant does not notify the District of their decision to accept the position within two (2) workdays, they waives any right to the position. Any teacher thereafter entitled to the position will be offered the position and will be subject to the same timeline for acceptance of the position.

F. **Federal Grant and Special Services Departments**

1. New positions and vacancies shall be filled pursuant to Sections B and C of this Article.
2. The following staff may be affected by the provisions hereinafter stated:
  - a. Head Start
  - b. LD and EBD Teachers - Except secondary and elementary teachers assigned to self-contained classrooms are subject to transfer pursuant to Section D of this Article. Elementary teachers in self-contained classrooms may be reassigned due to the lack of physical space needed for primary subjects pursuant to Section F of this Article.
  - c. Psychologists
  - d. Social Workers
  - e. Speech Language Pathologists
  - f. Nurses
  - g. Occupational Therapists
  - h. Physical Therapists
  - i. New positions placed in unit pursuant to Article I when assigned to two (2) or more buildings.
3. Staff referred to in Paragraph 2. above shall be subject to changes:
  - a. At any time during the school year, whenever increases and/or decreases in number of children identified for their services pursuant to the Regulations and Guidelines of the State Department of Education; or
  - b. Development of new programs; or
  - c. Increases and decreases in staff occur. (A decrease in staff does not occur allowing a permanent reassignment where there is a temporary decrease during the posting and hiring process to fill a vacancy.)

Whenever possible, reassignments for the following year shall be made prior to the close of the school year.

A written notice shall be given to the teacher(s) affected, stating the reason(s) for reassignment at least twenty (20) calendar days prior to reassignment, with a copy also going to Human Resources and the Union.

4. Any teacher objecting to a transfer of assignment pursuant to this Section may appeal the decision to a Special Service Transfer Review Committee which shall be composed of five (5) members, two (2) administrators appointed by the Superintendent; two (2) employees appointed by the Union, and one (1) School Board member appointed by the Chairperson of the School Board. The decision of the Special Service Transfer Review Committee shall be final and binding.
- G. In the interest of reducing travel time and cost, the D.F.T. and District agree that whenever two (2) teachers occupy the positions at two (2) buildings which total 2.0, the District, with agreement of the teachers, may combine part-time positions to constitute two (2) 1.00FTE positions. The most senior of the teachers will have their choice of position.
- H. Part-time Postings
1. .1 and .2 FTE positions may not be posted and may be assigned by the Senior Human Resource Manager to fill out certified staff teaching positions.
  2. .3 positions and above shall be posted and following the guidelines set forth in the most recently approved teacher collective bargaining agreement.
  3. All full and part time TOSA positions must follow the posting and interviewing guidelines set forth in the teacher collective bargaining agreement.
  4. A certified staff member may agree to take a .1 and .2 position as an overload if they hold the appropriate teaching license.

5. .1 and .2 FTE positions may be assigned to a certified teacher on a variance only if an appropriately licensed teacher at the site refuses to teach the .1 and/or .2 FTE position as an overload and/or an appropriate licensed could not be hired from a posting.

**ARTICLE V**  
**Leaves Of Absence Without Pay**

- A. Leaves of absence without pay shall be granted upon written application to Human Resources for the following reasons:
1. ***Military*** leaves of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes, Section 192.261.
  2. ***Parental Leave:*** Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. In order to be eligible for parental leave, the teacher must request the parental leave in writing to Human Resources at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the teacher shall be assigned to the teacher's former position unless it has been eliminated.

If during parental leave the District experiences a layoff and the teacher would have lost their position, pursuant to the layoff provisions of this Agreement, had the teacher not been on parental leave, then the teacher is not entitled to reinstatement in the teacher's former position and, in such circumstances, the teacher shall retain all rights under the layoff and re-employment provisions of this Agreement as if the teacher had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the teacher 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.

Teachers may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District and shall expire at the end of a semester or academic school year unless mutually agreed by the teacher and the District that it expire at another time.

3. ***Family and Medical Leave Act:*** Teachers 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.
4. ***Organizational:*** Employees who are elected or appointed representatives of the Union shall upon request be granted leaves of absence for the purpose of conducting the duties of the Union as required by Minnesota Statutes, Section 179A.07, subd. 6.
5. ***A full time program of study*** related to the employee's licensed field, provided application is made prior to April 1, or approved by the Superintendent if application is made after April 1, for the following school year. Such leave shall be for a period of one (1) school year. The number of such leaves shall be not more than ten (10) persons in any one school year, nor more than ten percent (10%) of the persons in any field of certification or one (1), whichever is greater.
6. ***Medical*** leave of absence up to two (2) years shall be granted while an employee is unable to perform the regular duties of their employment because of illness or injury. This leave may, at the option of the School Board, be extended for a maximum of an additional three (3) years upon request at the end of each prior year.

7. **Other:** Leaves of absence shall be granted for any other reason that is required by law. Leave may also be granted, at the discretion of the Superintendent, upon written request for purposes other than those enumerated.
  8. All proposed changes in Board policy related to leaves of absence without pay shall be reviewed by a sub-committee of the District-wide Quality Steering Committee.
- B. Upon termination of their leave of absence and return to the school system, the employee shall be placed at the same position on the salary schedule as they would have been had they taught in the District during such period if the leave was granted for any of the following purposes:
1. Military leave, provided that the requirements of Minnesota Statutes, Section 192.261 are complied with.
  2. Medical and parental leave of absence of less than eighty (80) working days in any school year.
  3. Exchange teaching programs with schools in Minnesota or in other states, territories, or countries.
  4. Federal, foreign, or military teaching programs.
  5. The Peace Corps, Teacher's Corps, or Job Corps, if the individual is a full-time teacher in such program.
- C. Any teacher on leave of absence may, if they so elects, remain in the School District's hospitalization group, provided they pays all premiums monthly.

**ARTICLE VI**  
**Personal Leave Day**

- A. Three (3) personal leave days to be used at the discretion of the teacher under the following guidelines:
1. A written request shall be submitted to employee's Principal or other immediate supervisor at least five (5) days prior to the requested leave day.
  2. Upon confirmation of the leave by the site supervisor, the employee will request a substitute through the District's absence management system and use the time tracking system to request the leave. If no substitute is needed, the time tracking system shall be used to record the reason for the absence. Use of the absence management system and recording of the absence in the time management system will not authorize the leave unless it has been approved by the site supervisor.
  3. In emergency situations written requests may be submitted after the fact, however, it is understood that the teacher will assume the responsibility in such an emergency of notifying the building Principal or other immediate supervisor at the earliest possible time.
- B. Deduction for personal leave shall be from accumulated sick leave.
- C. No personal leave days may be carried over from one school year to the next school year. Not more than fifty (50) contract teachers of the bargaining unit may be allowed to take personal leave on the same day except that no more than forty (40) contract teachers may be allowed personal leave on Mondays and Fridays or a workday immediately preceding or following a holiday or recess period referred to in Exhibit C of this Agreement. Requests will be honored on a first-come first-served basis upon receipt of the request in the Human Resources Department of the District.
- D. Teachers with a balance to be paid to the sick leave bank will not be allowed to use personal leave until the balance is repaid.

**ARTICLE VII**  
**Leaves Of Absence With Pay**

- A. **Absences with pay** shall be granted for the following reasons:
1. Time necessary to submit to one (1) Selective Service physical examination per year.
  2. Military leave of absence with pay as required by law.
- B. **Absences with pay** may be granted by the Superintendent for the following reasons:
1. Visits to another school
  2. Educational conference, workshop, or convention

3. Service as a member of a committee, task force or commission relating to education appointed by the Federal or State government.
  4. Reasonable time for Union business upon written request by the Union and payment by the Union of the cost of substitutes required.
  5. Other reasons deemed appropriate.
- C. **Sick Leave Allowance**
1. **Yearly allowance:** Thirteen (13) days full pay for personal illness shall be allowed in any one (1) school year to eligible employees covered under this Agreement.  
**Cumulative Plan:** Unused allowance for personal illness shall be cumulative to a maximum of two hundred ten (210) days. (i.e., no buffer)
  2. Holidays which occur during absence on account of personal illness, death in family, or family leave shall be compensated for and shall not be deducted from sick leave.
  3. An employee who fails to report on the first day of the school year shall not receive salary for time previous to the date of reporting unless absence is due to personal illness or death in family, in which case salary shall be allowed for such period of time as may be due under the accumulated leave or sick leave bank.
  4. In no case shall the yearly allowance for personal illness or death in the family be credited until the employee reports for duty on or after the opening of school in the fall.
  5. An employee who has been absent for five (5) days or less may be required to sign a form stating that such absence was due to personal illness, and an employee who has been absent for more than five (5) consecutive working days may be required to submit a doctor's certificate covering such absence.
  6. A teacher who is injured due to a battery by a student shall be granted leave without loss of pay for a period not to exceed five (5) days, if a physician certifies that the injury precludes the teacher from performing the duties of their position. Such a leave shall not be deducted from the teacher's accumulated sick leave.
  7. **Sick Leave Bank**
    - a. A committee consisting of three (3) teachers appointed by the Union and three (3) members appointed by the Superintendent, shall adopt rules and regulations governing the sick leave bank, which is to be administered by the school district. The Superintendent shall appoint the chair from one of the six (6) members.
    - b. All employees in the teachers' bargaining unit working under contract half time (1/2) or more, shall be members of the sick leave bank and shall contribute days pursuant to (c.) below and may use days pursuant to the Sick Leave Rules and Regulations.
    - c. At such point that the bank becomes less than a total of three hundred (300) days, the process of deducting one (1) day shall be repeated from each member of the bargaining unit having more than five (5) days of accumulated leave remaining.
    - d. The rules and regulations adopted may modify the provisions of this Article by reducing, if such committee deems proper, the amount of the deduction or the bank balance limitation contained above.
    - e. An employee is eligible to use the sick leave bank following the exhaustion of yearly and accumulative sick leave credited to their personal account and prior to the date they begin receiving benefits under the long term disability insurance program of the School District, but shall not be entitled to use the sick leave bank once they begin receiving benefits under the long term disability insurance program or any time thereafter for any one illness or injury. The employee shall not be eligible for the sick leave bank if they refuses to apply for long-term disability benefits within thirty (30) days of receiving the forms from the District.
    - f. The total maximum number of days that may be withdrawn by any employee from the sick leave bank shall be one hundred eighty (180).

- g. Teachers who have borrowed days from the sick leave bank will repay days from their yearly allowance at the beginning of each school year until all days have been repaid. The maximum required repayment shall be five (5) days per year.
- h. A teacher must have been employed for a minimum of three (3) continuous years to utilize the sick leave bank.
- i. Any employee that retires with more than 180 sick days will donate the remaining days to the sick bank. Any employee that separates from the School District and does not qualify for the Health Care Savings Plan will donate their sick days to the sick bank.

D. **Death in Family Allowance**

- 1. 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 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.
- 2. 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. The cost of any substitute employee required shall be paid by the employee for such additional days as are missed; otherwise such additional days are to be deducted from sick leave.
- 3. Definition of "**family**" under death in family allowance shall constitute members of the immediate family of an employee, spouse or registered domestic partner and shall include father, mother, brother, sister, husband, wife, child, grandparent, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law, 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.

E. **Family Leave**

- 1. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee. Employees may use more than twenty (20) sick leave days per year for absences due to illness or injury of a child to the extent provided in Minnesota Statutes, Section 181.9413. 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 teacher who is not a member of the bargaining unit.
- 2. "**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, mother-in-law, father-in-law, stepparent, 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 employee's political subdivision of residence as a domestic partner of an employee of the District.

F. **Jury Duty**

- 1. When a teacher is selected for jury duty, upon notification to their supervisor, they shall be released from their regular assignment for such duty. The teacher, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the teacher shall make a request of the court for release from that assignment prior to being placed on such jury.
- 2. The teacher will receive their regular contractual salary while on jury duty; however, their jury per diem pay excluding mileage and expense money received by the teacher is to be surrendered to the School District.

- G. Eligible employees under Paragraphs C., D., E., and F. of this Article shall be those paid for one-half (1/2) time or more. Employees paid for less than full time shall accumulate and use sick leave on a pro-rata basis.

**ARTICLE VIII**  
**Teacher Personnel Files**

A teacher shall have the right to inspect and to obtain copies at their expense of all evaluations and files within the School District and maintained at the Administration Building or local school office relating to the individual teacher as provided by Minnesota Statutes, 122A.41, Subd. 15 and to submit for inclusion in the file written information in response to any such material.

- A. Identification or written authorization shall be required before access is given to any file.
- B. All evaluations of a teacher shall be reviewed with him/her by their Principal prior to filing. The teacher shall be requested to sign the evaluation to indicate that they has reviewed the same, and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and each teacher so evaluated shall be informed.
- C. Official grievances filed by any teacher under the grievance procedure shall not be placed in the personnel file of the teacher nor shall such a grievance become a part of any other file or record utilized in personnel assignments; nor shall it be used in any recommendations for personnel assignment.
- D. All materials received for inclusion in a personnel file shall be stamped with date received for filing.
- E. An employee shall be notified whenever derogatory material, which does not contain their signature, is entered into the personnel file.
- F. Each individual personnel file shall have a form placed in it to be used whenever someone outside the Human Resources Department is provided information or inspects that file. It shall have space for the date, name, and reason for inspection.

**ARTICLE IX**  
**Health Care Savings Plan (HCSP)**

- A. To be eligible to receive the Health Care Savings Plan (HCSP) benefits through the Minnesota State Retirement System (MSRS), a teacher (employee) must be immediately eligible for a Minnesota pension plan at separation of service and have fifteen (15) years of total service to the School District.
- B. Employees shall be granted ten (10) days of sick leave per year, which may accumulate. Up to one hundred eighty (180) days of accumulated sick leave may be used for Plan purposes.
- C. The daily rate of pay (DRP) shall be the basic daily rate at the time of termination (including longevity step) not including additional compensation for extra-curricular, extended employment or other additional compensation. The daily rate of pay will be determined by dividing the teacher's annual salary, plus longevity by 190 days. An employee must work until the end of the first semester in a school year to qualify for the daily rate of pay in that year, if not, the daily rate of pay shall be the rate of the prior contract year. The Superintendent may, at their discretion, make exception to these waiting periods. If termination occurs after service to the District ceases, the basic daily rate of pay shall be the rate of the last day of service, which follows eighty nine (89) calendar days of continuous service.
- D. Determination of the first HCSP amount: Up to one hundred (100) days of accumulated sick leave x daily rate of pay at retirement shall be contributed to the HCSP as outlined in Section J below. Any accumulated sick leave days remaining, beyond one hundred (100) days will be used in Section E below.
- E. Calculation of employee's second HCSP amount: The amount contributed by the District to the employee's account shall be determined as follows. Each employee will be credited one (1) day for each year of service to the District. This total will be multiplied using a multiplier determined from the chart below. Formula days referred to in the chart shall be equal to the number of accumulated sick leave days at retirement. The number of days derived (1 day/year of service x multiplier) shall be added to any sick leave days remaining after subtraction of days determined in Paragraph D. placed in the HCSP The total will be multiplied by the employee's daily rate of pay and will be deposited in the employee's HCSP as outlined in Section J below.

<b>HCSP Account Formula Multiplier Chart</b>	
<b>(Accumulated Sick Leave Days = Formula Days)</b>	
<b>Formula Days</b>	<b>Multiplier</b>
150 to 180	3.35
125 to 149	3.25
100 to 124	3.15
75 to 99	3.05
50 to 74	2.95
25 to 49	2.85
0 to 24	2.75

- F. Employees discharged for cause shall not be eligible for benefits under the HCSP payable at retirement or the Addendum, if applicable.
- G. The employee must give written notice of resignation/retirement of employment to Human Resources prior to February 1 if not returning for the following school year, or three (3) months prior to resignation/retirement if during the school year, whichever occurs earlier, except in cases of emergency involving serious illness or other justifiable cause, an employee may terminate employment after such time limits with the approval of the Superintendent and may receive benefits under the HCSP. Written notice of resignation/retirement received after February 1 for the following school year will result in a one year deferment of the District contribution as stated in paragraph J. The District will allow an employee to remain in their current position if they rescind their resignation/retirement prior to April 1 of that year. Otherwise, the employee may apply for internal postings.

(In order for the one year deferment to become effective, the district must inform members via email of the February 1<sup>st</sup> deadline a minimum of 3 times prior to the 1st of the month beginning in November. Included in these email reminders shall be the deadline to receive an accurate HCSP estimate at least one month prior to the February 1<sup>st</sup> deadline. The one-year deferment set forth above will not apply under circumstances in which an employee submits a timely request for a HCSP estimate by the deadline established by the District and does not receive the requested HCSP estimate by January 1.)

- H. To be eligible for benefits under the HCSP or the Addendum, if applicable, the employee must retire with an effective date the last day of a semester or another date with prior approval of the Superintendent.
- I. If a retiring teacher meets the criteria of exemption from the HCSP according to Minnesota State Retirement System (MSRS) guidelines, the amount of the HCSP payment calculated in Article IX of the Collective Bargaining Agreement, shall be placed into a 403(b) account of the retiring teacher's choice of the allowed District vendors. The decision of the Minnesota State Retirement System (MSRS) shall not be grievable under the Collective Bargaining Agreement grievance process. The payments will be made in the same time line as defined in Section J below.
- J. Payments made for the amount calculated in Section D and Section E above shall be as follows: One-third (1/3) at the time of retirement, one-third (1/3) one (1) year after the first payment and the final one-third (1/3) two (2) years after the first payment. If the individual is taking family insurance and one-third (1/3) of the amount is less than the yearly family premium, the deposit will be the amount of a yearly family premium. If a retired teacher dies before all or a portion of the benefit has been distributed, the balance due must be paid to the deceased's estate. At no time will the sum of the payments be greater than the sum of the amounts in Section D and Section E.

**ADDENDUM TO ARTICLE IX**  
**Health Care Savings Plan (HCSP)**

- A. Due to IRS regulations in effect at this time, the Memorandum of Understanding governing Article IX, HCSP, does not contain a 403(b) match provision. In the event that the IRS rules that a non-taxable benefit can retain its non-taxable designation when offset by a taxable benefit option, employees may choose to have their HCSP contributions reduced by contributions to their 403(b) plan pensions in the manner described below. In no event, however, will the provisions in this Addendum take effect before the effective date of the MOU, which is June 15, 2002.
1. Beginning the next calendar year following the completion of fifteen (15) years of service to the School District, an employee may elect annually to participate in a 403(b) match program. An employee may exchange up to one hundred (100) days of sick leave balance with employer match. The number of days exchanged and matched will be determined by the following schedule. To be eligible to participate in the match program the employee must have at least forty (40) days of accumulated sick leave immediately following that year's sick leave allocation. Should the employee have less than forty (40) days of accumulated sick leave, the employee will have to delay participation until this level is reached. To participate the employee must match the value of the days contributed.
  2. Sick leave days which are matched will be deducted from: a. the portion of the one hundred (100) days to be contributed to the HCSP at the time of retirement, b. the maximum accumulation for determination of benefits, and c. the employee's total sick leave accumulation to date.
  3. Match calculations shall be determined as follows: Members electing to participate in the match for a given year will do so according to the schedule with the amounts determined by years of service. Failure to participate in a given year will not cause the member to forfeit future participation. Those desiring to participate in the match will notify the District during open enrollment. Should the member's match calculation exceed the amount allowed by State law, the excess amount of District contribution will be credited to the individual to be taken in cash on the second pay period of the calendar year. In the event that a negotiated contract settlement is reached after the expiration of the current contract period, any amount due the employee as a result of an increase in salary as a part of the District match contribution will be paid in cash the second payday following acceptance of the new contract.

<b>Years of Service</b>	<b>Days Matched At Daily Rate of Pay</b>	<b>Days Traded For Matched Days</b>
16	3.75	7
17	4.00	7
18	4.25	7
19	4.50	7
20	4.75	7
21	5.00	7
22	5.25	7
23	5.50	7
24	5.75	7
25	6.00	7
26	6.25	7
27	6.50	7
28+	6.75	7

After exchanging ninety-eight (98) days of accumulated sick leave, the remaining two (2) days of sick leave available for exchange will be multiplied by 1.93 times daily rate of pay, to determine the match

amount in the final year.

In no event may an employee trade more than one hundred (100) days of sick leave for purpose of the 403(b) match program.

The following Paragraph B. will replace Paragraph E. in the new Article IX language:

B. Calculation of employee's HCSP Account: The amount contributed by the District to the employee's account shall be determined as follows. Each employee will be credited one day for each year of service to the District. This total will be multiplied using a multiplier determined from the chart below. Formula days referred to in the chart shall be equal to the number of accumulated sick leave days plus traded match days. The number of days derived (1 day/year of service x multiplier) shall be added to any sick leave days remaining after subtraction of days determined in paragraph D. placed in the HCSP. The total will be multiplied by the employee's daily rate of pay and will be credited to the employee's HCSP Account.

<b>HCSP Account Formula Multiplier Chart</b>	
<b>(Accumulated Sick Leave Days + Traded Match Days = Formula Days)</b>	
<b>Formula Days</b>	<b>Multiplier</b>
150 to 180	3.35
125 to 149	3.25
100 to 124	3.15
75 to 99	3.05
50 to 74	2.95
25 to 49	2.85
0 to 24	2.75

**ARTICLE X**  
**Teacher Workday**

**High School Teacher Workday:**

1. This language will apply to high schools consisting of grades 9, 10, 11 and 12. (Duluth East and Duluth Denfeld)
2. The high school teacher workday will be an eight (8) hour day, which may begin from 7:00 a.m. to 7:45 a.m. The usual starting time shall be 7:45 a.m. however, individual teachers and the building Principal may mutually agree upon starting times other than 7:45 a.m. The normal end of the teacher workday will be 3:45 p.m. or as determined in light of mutually agreed upon start times.
3. Teachers shall be entitled to a half-hour (1/2) duty free lunch period exclusive of passing times and a class period of duty free preparation time.
4. High School Teacher Day:
  - a. The high school teacher workday shall consist of seven (7) academic class periods. A teacher may be assigned an average daily assignment not to two hundred forty (240) minutes of academic class time exclusive of passing times. A teacher shall not be assigned more than five (5) academic classes. All full time teachers will receive at least one (1) class period of duty free preparation time during the student day. (However-see Article XXI C.1)
  - b. Non-academic assignments:

A full-time teacher may be assigned a non-preparatory sixth assignment (study hall, lunchroom supervision, hall duty, in-school suspension supervision or other assignment mutually agreed upon by the teacher and the principal) for one class period equivalent to one semester only. Sixth assignments shall not be assigned to special education teachers as it infringes upon due process

time in their day, part time teachers, traveling teachers, or teachers on a 1/6 overload.. In addition, teachers shall participate in a Professional Learning Community (PLC) for one period per week prior to the student day. In accordance with the Teacher Development and Teacher Evaluation Plan (TDE) the PLC shall be teacher driven. In addition, up to two (2) additional PLCs per month, not to exceed eighteen (18) a year, may be scheduled. The additional two (2) PLC meetings may be guided by the administration. Teachers may also be asked to attend up to fifty (50) minutes of staff meeting time per month during the period prior to the student day.

Part time teachers: Through mutual agreement between the teacher and administration, part time teachers will paid pro-rata compensation for their PLC time depending what the teacher's individual schedule will allow. Otherwise PLC's are not required.

5. During the remaining teacher time at the high schools, the teacher shall be in the school and available to their students for student requested assistance, and available to the Principal in case of operational emergencies.
6. The school Principal may request and the individual teacher may agree to supervise students prior to commencement or immediately following the regular school day provided such time shall be included in the teacher's eight (8) hour day and the teachers eight (8) hour day shall be adjusted accordingly.
7. Items not addressed in the High School Teacher Workday shall be subject to the provisions in Article X that apply to secondary teachers, contained in the currently applicable teachers' collective bargaining agreement.

**Middle School Teacher Workday:**

1. This language will apply to middle schools consisting of grades 6, 7 and 8. (Lincoln Park and Ordean East)
2. The middle school teacher workday will be an eight (8) hour day, which may begin from 7:00 a.m. to 7:45 a.m. The usual starting time shall be 7:45 a.m. however, individual teachers and the building Principal may mutually agree upon starting times other than 7:45 a.m. The normal end of the teacher workday will be 3:45 p.m. or as determined in light of mutually agreed upon start times.
3. Teachers shall be entitled to a half-hour (1/2) duty free lunch period exclusive of passing times and a class period of duty free preparation time.
4. Middle School Teacher Day:
  - a. The middle school teacher workday shall consist of seven (7) academic class periods. A teacher shall not be assigned more than five (5) academic classes. All full time teachers will receive at least one (1) class period of duty free preparation time. All full-time teachers will receive at least one (1) class period teaming preparation. Special Education teachers will not be required to have a teaming prep as they have due process time. If a teacher covers a class for a colleague on a day in which block scheduled are in effect, they will receive the equivalent to one and a half (1 ½) overload pay.
  - b. Non-academic assignments:

The non-academic assignments in Article X - I A. 1. a. are no longer assignable. Instead if teacher has a preparation period during the student day their non-academic assignment shall be a Professional Learning Community (PLC) for one period per week prior to the student day. In accordance with the Teacher Development and Teacher Evaluation Plan (TDE) the PLC shall be teacher driven. In addition, up to two additional PLCs per month, not to exceed eighteen (18) a year may be scheduled. The additional two (2) PLC meetings may be guided by the administration. Teachers may also be asked to attend one (1) staff meeting per month during the period prior to the student day. Teachers may also be asked to attend one teaming meeting per week prior to the student day. Meetings during the period before the student day beyond required PLC's ,staff meetings and teaming meetings shall not be required.

Part time teachers: Through mutual agreement between the teacher and administration, part time teachers PLC time will be created by coverage and/or pro-rata compensation depending what the teacher's individual schedule will allow. Otherwise PLC's are voluntary.

- c. Advisory Period:  
All full time certified staff may be assigned an advisory period up to two (2) times er week. The advisory period shall be held on days when block scheduling occurs and shall not exceed 64 minutes in total. Part time teachers: If a teacher is .8 FTE or .9 FTE they may be assigned an advisory period. Teachers who are .7 FTE or less shall not be assigned an advisory unless there is mutual agreement between the teacher and administration. All part time teachers will be paid pro-rata compensation if the advisory period is in addition to what the teacher's individual schedule will allow.
  - d. Flex/Intervention: All full-time certified staff mya be assigned a flex/intervention period up to two times per week. The flex/intervention period shall be held on days when block scheduling occurs and shall not exceed 78 minutes per week in total.
  - e. Part-time teachers: If a teacher is .8 FTE or .9 FTE they may be assigned a flex/intervention period. Teachers who are .7 FTE or less shall not be assigned a flex/intervention period unless there is mutual agreement between the teacher and administration. All part time teachers will be paid pro-rata compensation if the flex/intervention period is in addition to what the teacher's individual schedule will allow.
  - f. A minimum of twenty-five (25) minutes of after school student programming time will occur after the student day and during the teacher workday. It is understood that teachers will be available for students after the student contact day. (i.e., homework help, IEP meetings, etc.) Also, it is understood that the teacher may accept reasonable responsibilities mutually agreed to by the teacher and administration related to middle school program activities. (i.e., Excel, academic clubs, intramural programs, coaching etc.)
  - g. Any or all of the periods of academic assignments may be utilized by administration for assignment of the teacher to supervise various school related non-academic activities.
5. During the remaining teacher time at the middle schools, the teacher shall be in the school and available to their students for student requested assistance, and available to the Principal in case of operational emergencies.
  6. It is understood that middle school teachers will accept reasonable responsibilities in connection with those types of co-curricular activities occurring after the teacher's workday, which are presently conducted.
  7. The school Principal may request and the individual teacher may agree to supervise students prior to commencement or immediately following the regular school day provided such time shall be included in the teacher's eight (8) hour day and the teachers eight (8) hour day shall be adjusted accordingly.
  8. Items not addressed in the Middle School Teacher Workday shall revert to the provisions in Article X that apply to secondary teachers, contained in the teachers' collective bargaining agreement.

**Residential Teacher Workday:**

1. This Language will apply to the following Residential and Day Treatment sites: Chester Creek Academy, Merritt Creek Academy, Woodland Hills Academy, Arrowhead Academy, Superior Academy, Bethany
2. All Residential Teachers shall be entitled to a half-hour (1/2) duty free lunch period exclusive of passing times and a class period of duty free preparation time.
3. Residential Secondary Workday
  - a. Work Day:  
The Residential and Day Treatment teacher workday will be an eight (8) hour day, which may begin from 7:00 AM to 7:45 AM. The normal end time of the teacher work day will be from 3:00 PM - 3:45 PM or as determined in light of mutually agreed upon start times.
  - b. Academic Assignment:

The Residential teacher workday shall consist of six (6) academic class periods. A teacher may be assigned an average daily assignment not to exceed two hundred seventy (270) minutes of academic exclusive of passing times. A teacher shall not be assigned more than five (5) academic classes. All full-time teachers will receive at least one class period of duty-free preparation time per day. \*including teachers of "hospitalization settings" or "short-term settings"

c. Non-Academic Assignments:

A teacher's non-academic assignment shall be a Professional Learning Community (PLC) for one period per week. Teachers may also be asked to attend one (1) staff meeting per month. The non-academic assignments in Article X-IA. 1. a. are no longer assignable. Instead, if teachers have a preparation period during the student day their non-academic assignment shall be a Professional Learning Community (PLC) for one period per week.

Through mutual agreement between the teacher and administration, part time teachers PLC time will be created by coverage and/or pro-rata compensation depending what the teacher's individual schedule will allow.

d. Home Room Period:

The Residential and Day Treatment home room period shall be a maximum of 25 minutes within the student day. This is considered a non-preparation assignment; i.e., the teacher will not be expected to prepare any material or presentation.

All full-time certified staff may be assigned an advisory period or an intervention period. Teachers whose assignment is at more than one site (within one contract day) shall not be assigned an advisory period in order to provide for travel time.

e. Special Education Teacher Due Process Time follows the terms and conditions of Article X contained in the currently applicable teachers' collective bargaining agreement.

4. Residential Elementary Teacher Day

The details of the elementary school day are as follows:

a. The period of work for the elementary teacher may begin as early as 7:30 a.m. or as late as 8:15 a.m. The starting time shall be determined within these limits by the administration.

b. All elementary teachers shall receive a 55 minute, uninterrupted prep period.

c. Every elementary teacher shall have a maximum of 5.5 hours of instructional class time per teaching day.

d. Teacher meetings called by the administration that would occur during the usual preparation period shall be held to a minimum, not to exceed two (2) per month.

5. Residential and Day Treatment teachers will not be available to students before or after school in order to create PLC and Due Process time.

6. During the remaining teacher time at the residential sites, the teacher shall be in the school and available to their students for student requested assistance, and available to the Principal in case of operational emergencies.

7. Items not addressed in the Residential Teacher Workday shall be subject to the provisions in Article X that apply to secondary teachers, contained in the currently applicable teachers' collective bargaining agreement.

**AEO Academic Excellence Online (AEO) / Area Learning Center (ALC) Teacher Work Day/Week:**

**Full-time AEO/ALC positions:**

The schedule is as follows:

1. The work week shall be a four (4) day week, Monday through Thursday.
2. The typical teacher work day shall be 8:00 a.m. to 6:00 p.m. and shall include (1) class period of duty-free preparation time and thirty (30) minutes of duty free lunch time.
3. The maximum length of the teacher work week shall be forty (40) hours.

4. Variation from the normal AEO/ALC teacher work day or work week may be made by mutual consent of the teacher and the building administrator.
5. Duties may not be scheduled on holidays or recess days.
6. Licensed teaching positions are TOSA
7. A teacher workday may be a digital learning or a combination of digital learning and the ALC seat based program.
8. Each seat based ALC class shall be considered a .2 FTE.

Digital Learning student enrollment consists of students enrolled in courses at Academic Excellence Online (AEO) and Area Learning Center (ALC) Credit recovery and independent Study. A teacher's workload shall follow state online guidelines limiting the number of students per section. A teacher teaching 3+ digital classes (majority of their assignment being digital) shall not have a total student roster exceeding 200 active students at any one time. This roster shall include students in additional classes taught such as seat-based, independent study, and credit recovery assignments. As a TOSA the number of preparations shall be considered but not limited to the Article X limits. Upon mutual agreement by the principal and teacher, the above limits may be adjusted and other duties may be considered to equate or adjust staffing percentage.

As part of a teacher's assignment at Academic Excellence Online (AEO) and Area Learning Center (ALC) administration may assign AEO, Credit Recovery and Independent Study support at another district site. Every period assigned at another site within the student day shall equate to .2 FTE of their assignment. If assigned the extended day period before school (Zero Hour), it shall also equate to .2 FTE of their assignment. If assigned the extended day period after school (3:45-5:00), it shall equate to .2 FTE of their assignment as well. This support will follow the AEO/ALC work week schedule of Monday through Thursday, A teacher will not be required to travel more than once per day and a minimum of 30 minutes will be allowed to travel between sites.

ALC/AEO staff meetings shall be scheduled as needed as mutually agreed upon by staff and ALC/AEO principal.

**Part time AEO/ALC Teachers** (including ones who travel between buildings as well as hourly teachers.)

1. Each seat based ALC class shall be considered a .2 FTE including the extra or 5<sup>th</sup> period per week. (This extra or 5<sup>th</sup> period is assignable by administration to facilitate non-academic responsibilities or other duties as required).
2. Digital learning responsibilities for part-time teachers shall be staffed at a .2 for every 40 students according to State Statute.
3. A part time teacher workday may be all digital learning or a combination of digital learning and the ALC seat based program.
4. If a part time teacher's digital learning responsibilities involve online (AEO) and/or extended day programming (i.e., credit recovery and/or independent study) they will be responsible to maintain office hours for student support during designated extended day support times that occur outside the seat-based student day. Each .1 or tenth of the AEO/ALC assignment will result in one office hour. (i.e., a .4 FTE = 4 office hours per week).
5. Hourly AEO/ALC Teachers whose total assignment is less than .5 will be paid at their pro rata hourly rate.

**AEO Course Creation**

A mutual agreement of time during the workday between administration and teaching staff could be made in lieu of payment for approved course creation. If approved course creation occurs outside the teacher workday the teacher will be paid based on the following stipend guidelines

once the course is completed and meets MDE, NCAA and district standards and requirements. Courses built for AEO will be compensated at a rate not to exceed \$2,500 per semester course and not to exceed \$5,000 per year long course.

Courses must be pre-approved by April 1st of the previous year to be built the following calendar year by mutual agreement of the teacher, principal, and curriculum coordinator All courses are ISD 709 property.

Digital courses that do not have existing MDE, NCAA, or district curriculum standards and requirements, which are built outside of the teacher workday, shall be compensated the current curriculum writing hourly rate. The maximum number of hours allotted for course creation shall be pre-approved by April 1<sup>st</sup> of the previous year with the intent that the course will be built the following calendar year. This approval shall be by mutual agreement of the teacher, principal, and curriculum coordinator. All courses are property of ISD 709.

1. Elementary Teacher Workday: This language will apply to Elementary schools.
2. The period of work for the elementary school teacher may begin as early as 7:15 am or as late as 8:15 am. The starting time shall be determined within these limits by the administration. The elementary teacher's workday will be an eight (8) hour day.
3. All elementary teachers shall receive a one-half ( $\frac{1}{2}$ ) hour duty free lunch period, except in those programs now established (Head Start and Special Education classes) where educational experiences are performed with the teacher-student lunch relationship. In those cases, the lunch period shall be considered a part of the teacher's assigned pupil contact time. Elementary teachers shall not be assigned lunchroom duties except in an emergency.
4. Elementary teachers shall not be assigned playground supervision outside of the school building except in those programs now established where educational experiences are performed with the teacher-student relationship. In those cases, the playground supervision shall be considered a part of the teacher's assigned pupil contact time.
5. Every elementary teacher shall have a maximum of 5  $\frac{1}{4}$  hours (315 minutes) of instructional class time per teaching day inclusive of the time in which the students are entering the classroom.
6. All teachers will have a 45-minute preparation period during the student day which includes the time for teachers to drop off and pick up students.
7. Three days a week, elementary teachers shall have a minimum of 45 minutes of preparation time during the period after students have been dismissed from school. The 45 minutes of preparatory time will be the last 45 minutes of the teacher contract day. Teachers shall be allowed to have preparatory time in their assigned teaching space free of students.
8. PLCs are to take place for 45 minutes, one day a week during the time after students have been dismissed. In accordance with the Teacher Development and Teacher Evaluation Plan(TDE), these PLCs shall be teacher driven. Up to two (2) additional PLCs per month, not to exceed eighteen (18) a year, may be scheduled. The additional two (2) PLC meetings may be guided by the administration. The designated PLC days will remain the same each week, even when those days land on non-contracted days.
9. Teacher meetings called by the administration that would occur during the time after students have been dismissed, shall be held to a minimum, not to exceed one (1) per month.
10. All other meetings such as, but not limited to, IEP meetings, data review meetings, and student support team meetings may be held one (1) time a month. Teachers participating in more than one (1) of these meetings a month during their after school preparatory time, are entitled to a  $\frac{1}{2}$  overload pay for each additional meeting. Teachers who are not part of team meetings may use this time for preparation. Special education teachers conducting IEP meetings will not count these towards the maximum of two per month.

11. Assignable time duties will be determined by the building administrator. In the case of an emergency, assignable time may be given to any teacher. Assignable time for the efficient operation of the school shall follow the following schedule:
12. Special education teachers - will not be given assignable time.
13. Classroom teachers - up to fifteen (15) minutes a day overseeing the dismissal of their assigned students.
14. Media specialists - up to 30 minutes a day to manage library collections.
15. All other teachers - up to 30 minutes a day
16. Non-Classroom teachers, excluding Special Education teachers, may have up to 30 minutes of assignable time each day for the efficient operation of the school. Classroom teachers' assignable time will be up to fifteen (15) minutes overseeing the dismissal of their assigned students. Classroom teachers and special education teachers shall not be assigned other duties for the efficient operation of the school except in emergencies.
17. Elementary specialists (Physical Education, Media, Art, and Music) shall not be assigned to more than six (6) forty-five (45) minute classes per day and a minimum of five minutes of passing time between classes.
18. Special Education teacher's due process time and prep time may be interchanged at the discretion of each special education teacher.
19. Classes of same grade students will not be divided or combined for Art, Music, Media or Physical Education specialists without mutual agreement and a 1/6<sup>th</sup> overload would be paid for that class.
20. In those elementary schools, which have regular education split grades in grades Kindergarten through fifth, the teacher who has a split grade class for the school year will receive \$7,000 additional salary. Payment to be made half in January and half in May or paid over the year.
21. No less than forty-five (45) minutes will be given for a teacher to travel from one building to another during the student day. The forty five (45) minutes begins five (5) minutes after the last instructional session concludes and ends with the beginning of the next instructional session.
22. If a teacher loses their preparatory time on a day in which they travel during the student contact day, they will be compensated with a 1/6<sup>th</sup> overload.

Items not addressed above shall be subject to the following:

#### Secondary School Day

Because the single salary schedule is predicated on the principle of equal pay for equal work, the teacher's workday in both the elementary and secondary schools shall be of uniform length.

- A. **Secondary School Day:** The usual or typical secondary workday is from 7:45 a.m. to 3:45 p.m., except at Ordean-East and Lincoln Park where the workday shall be from 7:30 a.m. to 3:30 p.m. During this period, the teacher shall be entitled to a half-hour duty-free lunch period and approximately one (1) hour of preparation time. The secondary school day shall follow one of the following plans:
  1. Seven (7) Period Day
    - a. The teacher may be assigned a maximum of five (5) academic classes, a normal length class period of duty-free preparation time, plus a study hall, lunchroom supervision, hall duty, student council, student assistance program, in-school suspension supervision or other assignment mutually agreed upon by the teacher and the Principal. Effective July 1, 1988, hall duty would be assigned only by mutual agreement of the teacher and the Principal. Prior to the school year, teachers will be asked to volunteer for lunchroom supervision. If there are not sufficient volunteers the Principal may assign teachers. No teacher will be assigned to lunchroom supervision for more than one (1) semester per school year; a second semester may be assigned by mutual agreement. The number of students in any study hall shall be determined by the administration.
    - b. They would also be responsible for a brief attendance period if so assigned by the Principal of up to eleven (11) minutes.

- c. Any or all of the five (5) hours of academic assignment may be utilized by the Principal for assignment of the teacher to supervise various school-related non-academic activities.
  - d. No teacher shall be assigned more than thirty (30) minutes lunchroom supervision without their consent.
  - e. Six (6) Period Student Day/Common Preparation Period Option: At the high school level, if the School District decides to establish a six (6) period student day, the School District may assign a common preparation period immediately before students are scheduled to arrive at school in the morning or after students are scheduled to depart school in the afternoon. The time from 7:45 a.m. to 8:02 a.m. and from 3:24 p.m. to 3:45 p.m. shall not be counted toward this preparation time.
2. During the remaining teacher time in any secondary school, the teacher shall be in the school and available to their students for student requested assistance; and available to the Principal in case of operational emergencies. This provision to apply to all secondary schools.
  3. It is understood that the teacher will accept reasonable responsibilities in connection with those types of co-curricular activities occurring after the regular school day, which are presently conducted.
  4. The school Principal may request and the individual teacher may agree to supervise students prior to commencement of or immediately following the regular school day, provided such time shall be included in the teacher's eight (8) hour day and the teacher's eight (8) hour day shall be adjusted accordingly.

B. **Elementary School Day.** The details of the elementary school day are as follows:

1. The period of work for the elementary teacher may begin as early as 7:30 a.m. or as late as 8:15 a.m. The starting time shall be determined within these limits by the administration.
2. All elementary teachers shall receive a one-half (1/2) hour duty-free lunch period, except in those programs now established (Head Start and Special Education classes) where educational experiences are performed with the teacher-student lunch relationship. In those cases, the lunch period shall be considered a part of the teacher's assigned pupil contact time. Elementary teachers shall not be assigned lunchroom duties except in emergency.
  - a. Elementary teachers shall not be assigned playground supervision outside the school building except in those programs now established where educational experience are performed with the teacher-student relationship. In those cases, the playground supervision shall be considered a part of the teacher's assigned pupil contact time.
3. Every elementary teacher shall have a maximum of 5 1/2 hours of instructional class time per teaching day.
4. Each teacher shall have a minimum of fifty-five (55) continuous minutes of duty-free preparation time without students each day.
5. Each teacher may have up to fifty-five (55) minutes of time assignable to functions necessary for efficient operation of the school. Of the fifty-five (55) minutes, fifteen (15) minutes will usually be in the classroom prior to opening the morning session and fifteen (15) minutes prior to the opening of the afternoon session. The requirement that a teacher be in the classroom fifteen (15) minutes prior to the opening of the afternoon session will be waived in those situations where a teacher does not have more than a half (1/2) hour lunch period.
6. Teacher meetings called by the administration that would occur during the usual preparation period shall be held to a minimum, not to exceed two (2) per month. The administration may, when necessary, call meetings, which extend beyond the school days with the concurrence of a simple majority of those present at the meeting.
7. In those elementary schools, which have regular education split grades in grades one through six, the teacher who has a split grade class for the school year will receive \$7,000 additional salary. Payment to be made half in January and half in May or paid over the year.

## Other Provisions

- A. By mutual agreement between the teacher and Principal, a teacher in a secondary school may exceed the usual instructional hour load provided in Paragraph I of the Article; e.g., six (6) art classes. Provided such assignments are offered and accepted, the teacher shall be additionally compensated based on the following formula:
- (Hourly Instructional Load Per)  
(1/6 Teacher's Basic Annual Salary X Week In Excess of 25 Hours)/5
- B. The basic hours worked per week by Special Education, Home Based, Head Start and Early Childhood teachers employed in excess of fourteen (14), but less than forty (40) hours per week may be increased, with the agreement of the teacher, not to exceed forty (40) hours per week on an assignment basis. Teachers working between fourteen (14) and twenty (20) hours shall be given first consideration in being offered any increased hours available where scheduling, programs, and economic considerations permit. Upon completion of such assignment(s), the teachers' hours worked per week shall revert back to the original or basic hours of assignment. Such additional hours shall be assigned according to the following guidelines:
1. Hours of employment shall be performed during the regular workweek and workday.
  2. Basic hours of assignment per week shall be set at the beginning of each school year. (Such hours of assignment shall not be less than the basic hours of assignment established the previous year, except as provided otherwise in this Agreement or by law.)
- C. When mutually agreed to by the teacher and the supervisor, the following positions may have flexible scheduling, Parenting Program, Teacher Specialist, Early Childhood Program, and Staff Developers according to the following guidelines:
1. The workweek shall begin on Monday and end on Friday.
  2. The assignment will not usually exceed the equivalent of forty (40) hours in any one (1) week.
  3. The assignment will not usually exceed eight (8) hours in any one day.
  4. The assigned time will not be on holidays or recess days as provided in Exhibit "C".
  5. Staff may exceed the daily assignment guidelines in item 3. above in order to attend regional in-service meetings provided compensatory time off is taken on a non-instructional (training) day within the same school year.
- D. The following positions may have flexible work schedules according to the following guidelines (Arrowhead Academy):
1. A teacher requested and agreeing to teach beyond the school calendar may contract for service and shall be compensated on a pro-rata basis for such service.
  2. The workweek will begin on Monday and end on Friday.
  3. The assignment will not exceed the equivalent of forty (40) hours in any one (1) week.
  4. The assignment will not exceed eight (8) hours in any one day.
  5. A mutual agreement between the staff members and the supervisor will be worked out so that coverage is maintained for all periods of recess time except a legal holiday.
  6. Up to four (4) workdays per school year involving staff associated with parent/teacher conferences may be modified according to the following guidelines:
    - i. That the staff and the building administrator mutually agree to a modified workday.
    - ii. The workweek shall begin on Monday and end on Friday.
    - iii. The assigned time will not be on holidays or recess days as provided in Exhibit "C".
- E. All special education teachers will have time available within the contract day to enable them to meet the requirements of due process and IEP development.
1. The teacher shall first use conference time for all due process, IEP, and other staffing not held during the teacher's contract day. Once the conference days have been used, the teacher shall be compensated pro-rata for such time.

2. All full-time special education staff will have the following minutes per week for due process requirements:
    - i. One hundred twenty five (125) minutes per week: Teachers in settings III and above or self-contained, D/HH teachers, ECSE teachers (birth through two years), psychologists and social workers.
    - ii. One hundred seventy five (175) minutes per week: POHL, OT, PT, DAPE (average caseloads of 27-40, but no case manager responsibilities); ECSE 3-6 years (average caseloads of 11-20 plus case manager responsibilities 9 to 16)
    - iii. Two hundred fifty (250) minutes per week: Speech/language pathologists (direct service provision ranging from 37-58 students plus case manager responsibilities ranging from 10-33 cases). Resources teachers (typical special education teachers).
- F. Adult Basic Education & Area Learning Center (ALC):
1. Adult Basic Education and ALC programs serve non-traditional learners and are by State rule “year-round learning programs.” Flexible scheduling for learners, including evening hours, is another State expectation. To meet these rules, teachers may have flexible work schedules during the year and may be requested to teach beyond the regular school year to maintain continuity of service to learners. These guidelines will be followed:
    - a. Regular school year:
      - i. The workweek will begin on Monday and end on Friday.
      - ii. The assignment shall not exceed forty (40) hours per week.
      - iii. The workday will begin no earlier than 7:30 a.m. and end no later than 9:00 p.m.
      - iv. The assignment shall not exceed eight (8) hours a day unless mutually agreed upon by teacher and supervisor.
      - v. The assigned time shall not be on holidays or recess days.
    - b. Extended year:
      - i. Teacher workdays during the summer session will not exceed eight (8) weeks.
      - ii. The workweek will begin no earlier than Monday and end no later than Thursday.
      - iii. Hours per week will range from five (5) to twenty five (25) except as otherwise agreed between supervisor and teacher.
      - iv. A schedule for this teaching shall be set by agreement with the supervisor, and ABE and ALC contract teachers shall be compensated on a pro-rata basis.
      - v. At the Habitat site, to accommodate childcare schedules, the program may be open five (5) days/week for up to seven (7) weeks, with a thirty five (35) hour workweek.
- G. Specialist’s assignment and school day. The following govern the assignment and teaching load of teachers assigned as elementary specialists/district wide.
1. An elementary specialist is defined as a teacher in a specialty area (i.e., PE, Music, Art, and Media) for grades K-5.
  2. Specialists will function within the guidelines of the elementary day contract language (Article X.B.).
  3. Specialists are entitled to preparation time, lunchtime, and mileage reimbursement according to the elementary contract language. Travel time within the contact day will reduce assignable time.
  4. Full-time specialists assigned to an early start school day and late start school day or to late start school day and an early start school day on the same day, will end their working day eight (8) hours from their start time.
- H. The District and the Union recognize the necessity to develop innovative programs for the benefit of students. Programs with deviations from the contractual workday or school day may take place under the following conditions:
1. A plan for deviation has been developed by:
    - a. A committee consisting of teachers and administrator at a building; or

- b. A plan for deviation has been developed by a committee established by the School District and the D.F.T. to create an innovative program. This committee must have representation determined by the D.F.T. and administration.
- 2. Once a plan for deviation has been developed, it must be submitted to the Quality Steering Committee which will make recommendation to the School Board and the D.F.T. Executive Board.
- 3. The proposal for change must be approved by the School Board and the D.F.T. Executive Board prior to implementation.
- 4. All deviations or changes will sunset at the completion of the school year unless a continuation is recommended by the Quality Steering Committee and approved by the D.F.T. and the School Board.
- I. The above provisions are intended to outline the requirements necessary to provide a good educational program, and nothing shall preclude the right of an individual teacher to exercise their own judgment in exceeding the assignment hours established herein.
- J. The District and the D.F.T. agree to meet and confer on issues related to the reporting and investigating of alleged assaults of teachers occurring while the teacher is performing their duties.

## ARTICLE XI

### Part-Time And Temporary Employees

- A. Part-time/temporary employees under this Article are teachers whose services do not exceed the lesser of thirty-five percent (35%) of the normal workweek within the bargaining unit or fourteen (14) hours per week and those who hold positions of a temporary or seasonal character for a period not in excess of one hundred (100) working days in any calendar year. Furthermore, a temporary employee also includes a substitute teacher who is hired to replace an absent teacher where the substitute is employed more than thirty (30) working days as a replacement for that teacher except as otherwise provided in Article XX. A. 2.
- B. All terms and conditions of employment (as defined in 179A.03 for part-time and temporary employees except involving Grievance Procedures (Article III); Teachers Personnel Files (Article VIII); Payroll Deductions (Article XVI) and Paydays (Article XVII) shall be contained solely within this Article.
- C. **Terms and Conditions of Employment**
  - 1. Part-time and temporary employees service shall be paid in accordance with the hourly rates specified in Article XX (Special Compensation Groups) of this Agreement.
  - 2. Except as provided for long term substitute teachers in Article XX.A.2, part time and temporary employees shall not accrue seniority and have or establish any layoff or re-entry rights while employed as a part-time or temporary employee.
  - 3. For the purpose of transfer and assignment, (including summer employment) part-time and temporary employees may apply for new or vacant positions; however, their applications shall be considered on the same basis as "applicants new to the system".
  - 4. Except as it involves long-term substitute teachers [as provided in Article XX (Special Compensation Groups) A (2)] no fringe benefits are provided part-time or temporary employees. No leave benefits are provided except as required by law.

## ARTICLE XII

### Professional Development

Participation in the professional development program is a part of the requirements of the salary schedule. Regulations apply to all members of the bargaining unit under this Agreement.

- A. The term, "***Professional Development Period***", is interpreted to mean the State licensure period for all teachers with the exception of those with life licenses. The professional development requirements shall be those listed by the Board of Teaching Rules and Regulations 8710.
- B. A student teacher shall not be assigned to work with a teacher in the School District without the consent of the teacher.

- C. Local Committee for Continuing Education and Re-licensure
  - 1. The teacher and School District recognize and will accept the official acts of the "Local Committees: Standard (Pre-K through grade 12 Secondary Vocational Post-Secondary Vocational)".
  - 2. In order to implement the Minnesota State Regulations for Renewal of Continuing Licenses:
    - a. The Superintendent may grant one-half (1/2) day released time per month of the school year for purposes of the Renewal Committee.
    - b. The Superintendent may provide space, secretarial help, necessary forms, record storage space and files necessary for the proper operation of this Committee.

**ARTICLE XIII**  
**Teacher Development Program**

- A. The Teacher Development Program supports professional growth. It offers an opportunity for certified staff to develop and deliver training for colleagues in content, instruction, assessment, technology, and leadership. This program has three (3) components:
  - 1. Training and development offerings:
    - a. Content, instruction, assessment, technology, and leadership in-service offerings
    - b. Staff publications
    - c. Independent study
  - 2. Germane Schedule
  - 3. The "Teacher Development and Evaluation Plan"

Evaluation, assistance, and Peer review for licensed personnel are outlined on the Teacher Development and Evaluation Plan available on the district website.

The program will be structured in the following manner:

- 1. Standing Committee
  - a. A Standing Committee of teachers and administrators will be formed for the purpose of establishing the program, reviewing the budgets, and evaluating the progress of the program. This committee will have monthly meetings scheduled at the discretion of the Teacher Coordinator.

The Standing Committee will consist of seven (7) permanent members. Prior to September 1 of each year, four (4) teachers and two (2) alternates who would serve only in the absence of a regular member shall be appointed by the Union. The teacher members shall notify the Union by June 1, if they do not wish to continue in such a position. One of these will be designated as Teacher Coordinator. The Superintendent and the D.F.T. President will jointly establish an interview team to recommend the Teacher Coordinator.

The Administration will be represented on the Committee by three (3) administrators selected by the Superintendent.

- b. The duties of the Standing Committee will be as follows:
  - i. Annually assess training needs and formulate direction of the program.
  - ii. Coordinate and schedule teacher training and develop in-service offerings.
  - iii. Establish operational rules and time schedules for all in-service training and develop in-service courses under this Article. Insofar as possible, such schedules shall be available in each building by October 1, of each year.
  - iv. Develop in-service course application process.
  - v. Identify, encourage, and approve training staff for in-service courses.
  - vi. Provide resources and consultants as needed.
  - vii. Monitor and evaluate courses.

viii. Publish and disseminate descriptive in-service course schedules.

**NOTE:** Five (5) of the seven (7) voting members must approve any proposed in-service course.

- c. The Teacher Coordinator will:
  - i. Chair all meetings of the Standing Committee
  - ii. Direct all training and development offerings
  - iii. Grant credits upon the recommendation of the trainers
  - iv. Assure Germane Schedule annual review and communication to all certified staff
  - v. Facilitate the development and implementation of the responsibilities as outlined in the "Teacher Development and Evaluation Plan."

**B. Determination of Credits**

- 1. On-going and newly approved in-service courses:
  - a. Ten (10) hours of Teacher Development Program in-service classroom training equals one (1) graduate credit for salary purposes.
  - b. Maximum individual course credit equals six (6) credits per year.
  - c. Credit granted upon full completion of course.
  - d. Program Coordinator will have the discretion to determine the minimum number of participants.
  - e. All participation will be voluntary and notices will be distributed to all staff members.
- 2. Newly approved site sponsored courses:
  - a. Must have pre-approval of Teacher Development Committee.
  - b. Participation may be limited to site members.
  - c. Sites will assume all financial costs associated with courses/in-services.
- 3. Independent Study
  - a. Application must be made thirty (30) days prior to the beginning of any Independent Study project. The applicant must give a description of the project, outline the objectives, and estimate the time involved along with the number of credits requested.
  - b. The project must be applicable to the teacher's assignment and of a quality satisfactory to use in other classrooms in the School District.
  - c. Credits will be granted upon completion of the project and review by the Committee. Maximum credit for Independent Study is three (3) graduate credits per project.
  - d. Articles published in professional journals may be considered for Independent Study.

**C. Granting Credits**

- 1. Number of credits granted to individual teacher:
  - a. Maximum number per teacher per year equals six (6).
  - b. Total maximum number per teacher for salary schedule equals twenty-one (21).
  - c. Restrictions: M.A. degree or equivalency must be received or held to move beyond the B.A.+45 lane. Teachers hired on or after September 7, 1998, shall no longer have access to the M.A. Equivalent Lane of M.A.+15 or beyond.
- 2. All credits must be earned prior to September 1 to receive salary credit for coming year.
- 3. All licensed employees of the School District may apply for or request in-service training.

**D. Budget for Fiscal Year**

	<u>2017-2018 &amp; 2018-2019?</u>
1. Coordinator	1/6 Overload
2. Secretary	<hr/>
3. In-service Training	16,010
4. Supplies	1,200

- E. Control of Funds
  - 1. The determination of the funds to be allocated to the Teacher Development Program will be made by the School Board. The committee will be authorized to make all expenditures within each budget classification.
  - 2. The Committee shall maintain minutes of its meetings with all approved courses and expenditures fully noted in the minutes.
  - 3. All requests for materials and equipment will follow the Board's established purchasing and payment procedures, even though the priorities for purchasing may be established by this Committee within its budget funds.
- F. In the event that State or Federal funds or other local funds within School District budgeted for other in-service training activities of the School District become available for the purposes of this teacher development program under this Article, the School District may allot such funds or additional funds for the purposes of this Article. In which case the Union and School District shall mutually agree upon any additional credits to be allotted to the total credits provided in each year under this Article.
- G. Germane Schedule: The Teacher Development Committee will review and update the Germane Schedule as necessary by May 1st of each year. The Committee will seek input from those they represent and Human Resources.

**ARTICLE XIV**  
**Scholarships**

- A. **Scholarships**
  - 1. **Applications** by certified personnel for scholarships for each school year shall be submitted to the office of Human Resources by November 1, for scholarships to be used during the fall, winter, and spring; and by April 1, for scholarships to be used during the summer. Scholarships to be used during the fall, winter and spring shall be awarded by December 1; and scholarships to be used during the summer shall be awarded by May 1. Upon announcement of the awards, a list of all persons, amount, and division shall be immediately forwarded to the President of the Duluth Federation of Teachers.
  - 2. **Selection:** Scholarships shall be awarded in the following manner:
    - a. Not more than fifteen (15)) to be awarded for use during the fall and spring semesters, or fall, winter, and spring quarters at \$300 divided as follows:
      - i. Six (6) for elementary
      - ii. Six (6) for secondary
      - iii. Three (3) for vocational
    - b. Seventeen (17) shall be awarded for use during the summer at \$350:
      - i. Seven (7) for elementary
      - ii. Seven (7) for secondary
      - iii. Three (3) for vocational
    - c. Scholarships shall be awarded in the order the applications are received and to those not previously receiving a scholarship within the past three (3) years if there are an excess of applicants, except no teacher shall receive a second scholarship during any school year. School year shall be defined as September 1 to August 31 of the following year.

If in any category, (elementary, secondary) applications are fewer than in the total number available, such open scholarships shall be awarded in the other categories to qualified applicants.
  - 3. **Payment:** Such scholarship awards shall be paid by separate checks and not as part of a person's regular salary. Each person shall be paid within thirty (30) days following the filing of transcripts and a written request for payment with Human Resources. To qualify for payment, the certified person must complete five (5) quarter hour credits during that portion of the year for which the scholarship is awarded.

**ARTICLE XV**  
**Summer School Compensation And Regulations**

- A. Summer School Calendar: Summer school programs of at least ten (10) days in elementary, secondary, middle may be offered during the period beginning with the closing of the regular school year and concluding with the beginning of the following school year. Specific beginning days may be offered for summer school in servicing. Summer school will not be offered on July 4 in each year. Whenever July 4th falls on a Saturday, the preceding day will be declared a non-workday, if on a Sunday, the following day will be taken off.
- B. Teacher workday shall be a minimum of three (3) hours. For each twenty-five (25) minutes of instructional time, five (5) minutes of paid preparation time shall be provided by the District.
- C. Pay Days: Paid in a manner as to prevent large withholding deductions.
- D. Summer School Hiring Policy:
  - 1. Summer school openings will be posted on the School District's website and outside of the Human Resources Department no later than May 15.
  - 2. Applications will be submitted within five (5) working days of the posting to be considered for the vacancy.
  - 3. All summer school applicants shall receive:
    - a. Written notice of appointment
    - b. Written acceptance formAppointments shall be published in school bulletin following approval of Board.
  - 4. Selection Process:
    - a. Only Duluth Public School teachers under contract will receive appointments to summer school teaching positions provided a sufficient number of qualified candidates apply and the acceptance form is returned within seven (7) days of notice of appointment.
    - b. Candidates will be hired to teach in the area of regular teaching assignment provided a sufficient number of such applicants are available.
- E. Summer school salary shall be \$30.00 per hour (June 1, 2024)
- F. Teachers' workday in the Early Childhood Handicapped programs may start as late as 8:30 a.m. and operate Monday through Thursday.

**ARTICLE XVI**  
**Payroll Deductions**

- A. Payroll deductions shall be made in accordance with the following schedule:
  - 1. First payday of the month:
    - a. Federal and State Taxes
    - b. Annuities
    - c. Teachers Retirement Association (TRA)
    - d. Social Security
    - e. Insurance Premiums
    - f. Duluth Federation of Teachers Dues
    - g. Harbor Pointe Credit Union
  - 2. Second payday of the month:
    - a. Federal and State Taxes
    - b. Annuities
    - c. Teachers Retirement Association (TRA)
    - d. Social Security
    - e. Insurance Premiums
    - f. United Way

- g. Harbor Pointe Credit Union
- h. Duluth Federation of Teachers Dues
- i. C.O.P.E.
- 3. Third payday of the month (where applicable):
  - a. Federal and State Taxes
  - b. Teachers Retirement Association (TRA)
  - c. Social Security
  - d. Duluth Federation of Teachers Dues
- B. **Special Provisions** which shall apply are:
  - 1. United Way deductions shall be at a minimum of \$10.00 and in regular payments of not less than \$1.00 per month.
  - 2. All insurance premiums shall be paid in advance of the month in which they are due.
  - 3. Teachers Retirement Association (TRA) deductions shall be from each payroll period.

**ARTICLE XVII**  
**Paydays**

- A. **Paydays:** All employees covered under this Agreement shall be paid every other Friday for the 2021-2022 contract year.
- B. **Number of Paydays:** The number of equal payments of salary shall be twenty-six (26) for all employees unless the District switches to a twice-monthly pay schedule as set forth in Paragraph E of this Article.
- C. **Method of Payment:** The employer may pay employees in the bargaining unit by depositing in such financial institutions within the School District, as the employer shall designate the net salary or wages owing to such employees in an account provided for each employee. Employees not desiring to do their banking with such financial institutions as designated by the School District shall be permitted to withdraw such salary or wage payments from such financial institutions without charge to the employee.
- D. Payments made on a twenty-six (26) payment schedule shall be twenty-seven (27) paydays for any school year in which twenty-seven (27) bi-weekly paydays exist.
- E. **Twice-monthly Pay Schedule:** Commencing July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15<sup>th</sup> of each month and the last day of each month. If the 15<sup>th</sup> day or last day of the month falls on a weekend or a holiday, the employees will be paid on the first business day prior to the 15<sup>th</sup> 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.

**ARTICLE XVIII**  
**Insurance**

- A. Basic Medical-Hospital Medical Plan.
  - 1. Level of Benefits. The level of benefits will be those offered through the Public Employees Insurance Program (PEIP) as determined by the State Employee Group Insurance Program High Advantage Plan.
  - 2. District Contribution – Single Coverage. The District will contribute 100% of the premium for all employees in the bargaining unit who are eligible (Article XVIII, Section 6) for and have enrolled in the PEIP High Advantage Health Plan.

3. District Contribution – Family Coverage. The District will contribute 75% of the family premium for all employees in the bargaining unit who are eligible (Article XVIII, Section 6) for and have enrolled in the PEIP High Advantage Health Plan.
  4. District Contribution – Two Employee coverage with dependents. If two (2) employees, married to each other, are both eligible pursuant to Article XVIII, Section 6, the two (2) employees must take one (1) family PEIP High Advantage Health Plan for which the District will fully pay the insurance premium. Two (2) employees married to each other without dependents must each take the single PEIP High Advantage Health Plan if both are eligible (Article XVIII, Section 6)
- B. Health Reimbursement Arrangement (HRA):
1. Single Plan Contribution: For each employee who is enrolled in the single PEIP High Advantage Health Plan, the District shall contribute \$2,000 or 95% (whichever is greater) of the single maximum out of pocket expenses (medical and prescription drugs) as determined by the PEIP High Advantage Health Plan Cost Level 2 into the employee’s HRA account during a Plan year.
  2. Family Plan Contribution: For each employee who is enrolled in the Family PEIP High Advantage Health Plan the District shall contribute \$4,000 or 95% (whichever is greater) of the family maximum out of pocket expenses (medical and prescription drugs) as determined by the PEIP High Advantage Health Plan Cost Level 2 into the employee’s HRA account during a Plan year. Two employees married to each other with dependents will only have one (1) HRA account into which only one (1) contribution will be made.
  3. HRA Contributions: Annual contributions will be pro-rated monthly and will be made the first of each month. In the event the employee has a catastrophic medical expense during the year, the District shall contribute into the HRA of that employee an amount equal to the out of pocket expense incurred not to exceed the yearly limit in a. or b. above. The employee is required to show proof of the medical expense before any early contributions are made. Any expedited HRA payments made that are subsequently not earned shall be repaid to the District by the employee and may be deducted from their last salary payment.
  4. HRA Trust Adoption Agreement: The HRA Adoption Agreement will create a trust and will specify that eligible health expenses will be paid from the FSA first, until an individual’s FSA account is exhausted, and from the HRA Plan second.
  5. HRA Accounts: The HRA will be composed of individual accounts for each eligible participant. Participants who leave employment will be permitted to continue accessing their individual HRA balances until the account is exhausted.
  6. Benefits of HRA: The HRA will reimburse all expenses eligible under IRS rules and regulations, without restrictions.
  7. Administrative Fees: Administrative fees allocable to individual accounts shall be paid from the account.
  8. Prorated Year: Any employee, who becomes eligible late or loses eligibility part way through the year, shall receive a prorated amount of benefit credit to reflect the prorated employment status. (e.g., a teacher who works 100 days of the year would receive 100/190 of the HRA contributions for the calendar year.)
  9. HRA Plan Year: The Plan year shall be January 1 through December 31.
  10. Carry Over: Any amount remaining in the individual account at the end of the HRA Plan year will carry forward to use by the participants.
- C. Long-Term Disability: The School District shall provide a long-term disability (LTD) income protection insurance plan. This plan shall be continued in effect for employees with coverage to include provisions for payment of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or an improved level as the plan in effect on the date of this Agreement. Each employee may at their option elect to have the payment added to their taxable salary provided they 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.

- D. Life Insurance: The School District shall purchase \$50,000 of group term life insurance protection for each employee. An employee may purchase up to \$100,000.00 in \$10,000 increments of additional coverage at the employee's own expense during open enrollment. Payment for the additional coverage will be through payroll deduction.
- E. Dental Insurance: The School District shall provide for each employee, single dental insurance coverage. The School District shall continue the plan in effect, including a level of benefits the same as those provided under the Delta Basic Dental Core Program coverage. In all other respects the dental plan coverage shall remain at the same or an improved level as the plan in effect on the date of this Agreement.  
The District will offer a group dependent dental insurance option. Teachers electing this option will be responsible for paying any costs in excess of that paid by the District for single dental insurance.
- F. For an employee to qualify for the insurance being provided in this Article, they must regularly work 0.6 FTE or more. Newly hired employees will be provided coverage as soon as they are entitled to under this Article effective the first day of the month following their date of employment. Except persons hired to start the first day of the school year shall be covered from the date of employment.
- G. Employees meeting the eligibility requirements of Minnesota Statute 471.61, Subd. 2b shall be allowed to continue the group hospital and medical coverage by paying the full regular monthly premium in advance to the School District. To be eligible, such employees must notify Human Resources of retirement prior to February 1 if not returning for the following year, or three (3) months prior to retirement if retiring during the school year, except in cases of emergency involving serious illness or other justifiable cause where the reason for retirement is not known sufficiently in time to give the proper notice, but in such case the retiree shall notify the School District as soon as the reason for retirement is known. The employee and employee's dependents may continue such coverage indefinitely, subject to the conditions and requirements of Minnesota Statute 471.61, Subd. 2b.
- H. Flexible Spending Account (FSA): The District shall sponsor a FSA at no cost to the employee (IRS Code 125). The plan year will run January 1 - December 31.

**ARTICLE XIX**  
**Co-Curricular Activities**

- A. The Co-Curricular Compensation Schedule shall be as attached hereto as Exhibit "A" and made a part hereof.
- B. Individuals who have an annual co-curricular assignment shall have the compensation for that assignment paid as a part of the bi-weekly salary. Seasonal/Event assignments shall be paid at the completion of an activity.
- C. A teacher wishing to resign a co-curricular activity position shall give written notice to the building Principal prior to April 1, to take effect the following school year. If a replacement acceptable to the administration and the Board is available, a teacher by mutual agreement with the administration may resign such position at any time. If such teacher has received payment for services not performed, the School Board shall be reimbursed.
- D. Instructors for co-curricular activities must be qualified in the area of responsibility. Co-curricular assignments are usually made from within the affected school, then from among the feeder schools, and then from the remainder of the bargaining unit. If there are no applicants from within the bargaining unit, the School Board may appoint a person or persons from outside the bargaining unit if the position has been posted in the School Bulletin. Such appointments from outside the unit may be renewed from year to year. The District agrees to send copies of Human Resources Committee agendas and Personnel Committee reports that contain proposed non-bargaining unit appointments to the Union at the same time these agendas and reports are mailed to School Board members.

Notwithstanding the above, up to ten percent (10%) of the co-curricular appointments may be made by the School Board without regard to bargaining unit membership, from persons recommended by a committee consisting of three (3) administrative appointees, three (3) D.F.T. appointees and a community member. The

- D.F.T. and the administration will meet and confer to determine the process of selection to be used by the committee.
- E. If a staff member is not appointed to an activity, compensation will not be received for said activity. Co-curricular compensation will not be paid if the job description for the activity is not fulfilled in accordance with the expectations of the building Principal.
  - F. All assistants must report at the same time as the person in charge of the activity, unless specifically excepted by said person in charge; if an assistant reports late, their salary will be pro-rated for days worked.-
  - G. In the event that new activities are added to the co-curricular program by the School District, each will be studied jointly and placed on the schedule with appropriate compensation mutually agreed upon.
  - H. Participants in all activities must be accompanied by, and under the supervision of, a coach, faculty sponsor, or advisor.
  - I. If a teacher or an Activities Director is not to be reassigned a co-curricular activity position the following school year, they shall be notified in writing by the building Principal prior to the last day of the school year, if it is an activity that has been completed prior to that date and prior to July 1, for other co-curricular positions.
  - J. Activities Directors shall have a regular assignment of not more than five (5) hours of student contact time.
  - K. Academic clubs noted in the Co/Extra Curricular Compensation Schedule are identified as student activities recommended by the building administrator and approved by the Assistant Superintendent requiring teacher time beyond the school day for advising/coaching students.
  - L. Once hired, head coaches will appoint assistant coaches with the approval of the activities director and/or building principal.
  - M. Stipends for coaching staff(s) cannot exceed amounts listed in the Co/Extra Curricular Compensation Schedule.
  - N. Academic clubs noted in the Co/Extra Curricular Compensation Schedule are identified as student activities shall be appointed from within the school by the building principal.
  - O. Plays that are extended beyond a reasonable per act basis may be approved for additional per act stipends (not to exceed 10 Act Maximum). Pre-approval must first be made with the building principal and activities director.

## **ARTICLE XX**

### **Special Compensation Groups**

#### **A. Substitute Teaching**

1. Long-term substitutes may be hired in the following cases:
  - a. Teachers hired to replace permanent staff on parental or military leaves of absence
  - b. Teachers hired to replace permanent staff who are on a leave of absence of at least thirty (30) working days, but less than one (1) year who have rights to reinstatement to a position
 Such long-term substitutes shall be hired under the following provisions:
  - i. Salary shall be based on the beginning step of the correct lane on the salary schedule as provided in this Agreement, unless it is a teacher returning from layoff to a long-term substitute position which is a semester or longer in duration or where in the opinion of the School Board and the Superintendent of Schools it is desirable to grant a higher step placement because of either the difficulty of filling a position with a qualified candidate or the unique qualifications of the applying candidate.
  - ii. Insurance, sick leave (except sick leave bank), and all other benefits except as provided in this Article, shall be the same as for regular employees except that salary and insurance benefits shall not be retroactive beyond the date that it was known by the School District that the permanent staff members would be absent for over thirty (30) working days.

- iii. Teachers referred to in subsection d (1-2) below shall be eligible for step increases if hired as a permanent staff member or long-term substitute for subsequent years and worked at least one hundred (100) working days the previous school year.
  - iv. Persons employed in a long-term substitute capacity shall accrue seniority only under the following conditions:
    - a. Any service in a single position for more than thirty (30) days within a twenty-four (24) month period immediately prior to becoming a permanent (contract) staff member.
    - b. Teachers on layoff who are placed in long-term substitute positions.
    - c. For the time worked in the school year immediately prior to becoming a permanent (contract) staff member in the case of a teacher hired to fill a vacancy created after the beginning of the school year.
  - v. When a teacher on leave remains on leave beyond one (1) year the position will be posted as a permanent position.
  - vi. Long-term substitutes will be considered applicants new to the system when applying for contract posted positions.
2. Recall of laid off teachers to long-term substitute positions which are in the bargaining unit:

Employees desiring to be employed in long-term substitute assignments must maintain a letter of intent to accept a long-term substitute assignment prior to the start (by August 15) of each school year with the Human Resource Department and be able to respond to a job within three (3) days of initial contact. It shall be the responsibility of the employee to maintain, in writing, a current telephone number at all times so that they can be reached within 48 hours (between the hours of 8:00 a.m. and 5:00 p.m. of each workday.)

A teacher, referred to in this sub-section, completing a term as a long-term substitute will continue to gain seniority equal to that of a less senior teacher in the same licensure area who is still employed in a long-term substitute position until such time as the more senior teacher refuses to accept another assignment during the same school year. Bumping between long-term substitute assignments is expressly prohibited.

- B. **Traveling Teachers:** A traveling teacher shall receive a minimum of 30 minutes between district sites to allow for safe travel, wrap up responsibilities and preparation for the next class. If this is not possible due to scheduling, the teacher shall receive a pro-rata 1/6 overload upon mutual agreement of the schedule with Human Resources. If the teacher's schedule is between three or more sites, the teacher shall receive a pro-rata 1/6 overload upon mutual agreement of the schedule with Human Resources.
- C. **Homebound Teachers.** The hourly rate for homebound teaching shall be paid pro rata.
- D. **In-Service Training.** The hourly rate for in-service training (other than the teacher development program under Article XIII) shall be paid pro rata. New teacher induction day (not to exceed 8 hours) shall be paid pro rata.
- E. **Driver Training.** The hourly rate for Driver Training shall be paid pro rata.
- F. **Other Hourly.** Teaching adult education classes when teachers' licensure is required, (except post-secondary vocational and extension classes) hourly paid special education teachers and those other salaries applicable to the hourly rate shall be paid pro rata based on the Teachers' Salary Schedule.
- G. **Excel Courses.**  
Excel summer school salary shall be paid at pro rata.  
Teachers teaching Excel shall be paid a co-curricular stipend of \$2,000.00 per semester.
- H. **Curriculum Writing.** Curriculum writing rate shall be \$paid pro rata and outside of the teacher contract day.
- I. **Counselors, Social Workers, Activities Directors, Nurses, Special Education Teachers** Counselors and social workers shall work two (2) weeks in addition to the school year. The scheduling of the two (2) weeks shall be arranged through mutual agreement between the counselor, or social worker and their supervisor.

School Nurses shall work two (2) additional days at the beginning of the school year. Activities Directors shall work four (4) weeks in addition to the school year. The scheduling of the four (4) weeks shall be arranged through mutual agreement between the Activities Director and their supervisor. Qualifying Special Education Teachers shall work an additional eight (8) hours paid pro rata outside of the current contract, to meet with counselors for the purpose of finalizing student schedules. This time is to be mutually agreed upon by the special education teacher, school counselor and the Administration.

- J. Employees may contract for services beyond the term of the school calendar and shall be paid on the teachers' salary schedule for the terms of the school calendar and for services beyond such time the additional salary shall be based on the ratio that the number of weeks of additional employment bears to the number of weeks in the school calendar, and may contract for services beyond forty-two (42) weeks for a minimum of four and one-half (4 ½) hours per day for five (5) days a week.
- K. The mileage rate to employees shall be that established by the IRS. If the mileage rate is increased by the School District for employees not covered by this Agreement, the same increase shall be granted employees under this Agreement.
- L. Contract teachers, licensed for and agreeing to teach fee generating post-secondary vocational credit classes and/or hourly extension classes beyond their teacher contract day shall be paid on a pro-rata basis or on the School Board approved hourly extension pay schedule, whichever is greater.
- M. Parking Fees: Teachers will not be required to pay District-imposed parking fees.
- N. **Sub Coverage:**
  - 1. At the secondary level, the teacher shall be paid a pro-rata ¼ overload for each period of coverage provided for the teacher who is absent or *unavailable*.
  - 2. At the elementary level, the teacher shall be paid a pro-rata 1/6 overload for a *morning coverage* assignment and a pro-rata 1/6 overload for an *afternoon coverage* assignment if provided for a teacher who is absent or unavailable.
  - 3. A certified teaching staff member can receive a maximum of two (2) pro-rata 1/6 overloads per day for coverage assignments on days where students are in attendance.
  - 4. Certified staff who have been excused from their regular duty for the day to cover an assignment will not receive a 1/6 overload (i.e. interventionist, TOSA) *provided* the assignment does not exceed a normal workday unless their regular position is in front of students, (interventionist) and then they shall receive an overload. Volunteers will be requested before a teacher will be excused from *their* normal assignment.
  - 5. Staff substitute coverage will not deny a teacher's right to a duty-free lunch period.
- O. ***LETRS training***: All teachers taking LETRS training through the district under option two (2), the professional development option, shall be paid their pro rata rate of pay per hour for training outside of contract time.
- P. The Mentor/Mentee coordinator shall be entitled to a 1/6th overload each semester for their work in the program. If there are co-coordinators, they shall each be paid a 1/6<sup>th</sup> overload for the year.

**ARTICLE XXI**  
**Vocational**

Vocational salary schedule shall be identical to the basic teacher salary schedule as to lanes, steps, and compensation on each step.

- A. The following provisions shall apply to vocational employees assigned to the Secondary Vocational Center:
  - 1. The School District may employ a vocational teacher on any step of the salary schedule based on work training and teaching experience. Non-degree teachers with appropriate vocational licensure shall be employed on the Bachelors lane. Effective July 1, 1979, non-degree vocational teachers will be allowed to advance to the BA+15, 30, 45 and MA Equivalency with all credits earned after securing their five (5) year license and appropriate credits in accordance with the lane requirement schedule provided below. Advancement beyond the MA equivalency requires a four (4) year BA (teaching) license and the appropriate additional credits (54 credits or a master's degree).

College credit for advancement beyond the BA degree must be secured through an accredited college in methods, educational psychology, education, and vocational education.

Re-licensure credits, which can be used for State re-licensure, may also be used for lane movement. Re-licensure credit which can be used for lane movement shall only be in the following areas: college courses, teacher development credits under Article XIII, industrial conferences, and workshops having pre-approval of the vocational re-licensure committee. Re-licensure credits used for lane change may only be credits earned beyond a teacher's workday/year. Credits shall be given to course work, which extends beyond a normal workday on a pro-rata basis. Teachers must provide necessary written documentation (official transcripts and original certificates) from the workshop sponsor supporting any credit claimed for lane movement.

Credits applied for lane movement shall be germane to the individual's present teaching assignment. College and teacher development credits used for lane change may only be credits earned beyond a teacher's workday/year unless prior approval, in writing, is secured from the Superintendent of Schools.

Workshop clock hours shall be given credit on the basis that twelve (12) clock hours shall equate to one (1) quarter hour credit for lane change purposes. Advancement onto the Ph.D. lane of the salary schedule shall be satisfied only if all requirements of Article XXII are attained in order to secure a Ph.D.

Approved workshop clock hour credits for the purpose of lane credit shall be considered graduate.

Official transcripts and original licenses substantiating any change in classification on the salary schedule for course work must be filed in the office of Human Resources by October 15th of the school year in which the change is to become effective. Monetary adjustments in the contract salary retroactive to a teacher's first day of work during the current contract year will be made on the next payroll following approval of the change in classification.

**Lane requirements for degreed and non-degreed vocational teachers:**

CLASS.	DEGREE & NUMBER OF COLLEGE CREDITS NEEDED TO ACQUIRE THE LANE	MINIMUM NUMBER OF COLLEGE CREDITS (GRAD. & UNDER GRAD.) & TEACHER DEVELOPMENT CREDITS	MAXIMUM NUMBER OF WORKSHOP CLOCK HOUR CREDITS
III+15	Bachelor's Degree Plus 15 Credits	12	3
III+30	Bachelor's Degree Plus 30 Credits	12	3 (Or Total of 6)
III+45	Bachelor's Degree Plus 45 Credits	12	3 (Or Total of 9)
IV	Master's Degree Bachelor's Degree Plus 54 Credits (Masters Equivalency)	9	3 (Or Total of 9)
IV +15	Masters or Equivalency Plus 15 Credits	12 (Graduate Only)	3
IV +30	Masters or Equivalency Plus 30 Credits	12 (Graduate Only)	3
IV +45	Masters or Equivalency Plus 45 Credits	12 (Graduate Only)	3

Sections A., B. (1), (2), (3), (4), (5), (8), (10), and D. through J. of Article XXII are also applicable to the vocational division.

Lane change requirements as provided herein pertain only to teachers assigned to the Secondary Vocational Center. Secondary Vocational Center is located where students from across the District may attend as opposed to Secondary Vocational Programs, which are located in a secondary building for which usually students from only that building attend and are instructed by staff which must always be degreed personnel. Secondary Vocational Program teachers' lane change requirements are provided only in Article XXI of this Agreement except for non-degreed teachers employed and assigned to a Secondary Vocational Program prior to July 1, 1979.

2. All vocational employees shall be employed for the same number of days as those employed on the school calendar. Vocational employees requested and agreeing to teach beyond the school calendar may contract for services and shall be compensated on a pro-rata basis for such additional services and the workday shall be the same as during the regular school year. Leave time for persons employed as counselors in student personnel services may be arranged by mutual consent of the employer and employee so as to allow for scheduled employment beyond the end of the normal school calendar.

**B. Secondary Vocational Centers**

1. All Secondary Vocational Center teachers may be allowed two one-half hour preparation periods so as not to conflict with the three (3) two (2) hour blocks of teaching. The workday for employees newly assigned to a Secondary Vocational Center after July 1, 1978, may provide six (6) hours of student contact time without additional compensation, provided two (2) hour blocks of time are required by the State plan.
2. The school day shall be between 7:45 a.m. and 3:45 p.m.

**C. Secondary Vocational Program**

1. Secondary Vocational Program teachers' workday shall be consistent with the high school location to which they are assigned. Teachers in these locations, teaching the six (6) hour day, will be compensated in accordance with Section II of Article X.

- D. Teachers without a degree but teaching with vocational licensure and assigned to secondary vocational educational programs and centers shall be based on the Class I and II lane, plus an additional one-sixth (1/6) pay for each hourly instructional load per week in excess of twenty-five (25) hours in accordance with Section

II of Article X, or shall be based on the Class III lane or Class III+15 lane or +30 lane or +45 lane on the appropriate step, whichever method of calculation is the greater.

Any teacher holding a four (4) year degree or beyond shall continue to be compensated based on the appropriate lane and step of the salary schedule for other secondary teachers and shall be compensated for assignments beyond the normal instructional load in accordance with Section II of Article X.

- E. The School District shall attempt to establish training programs in the local community for secondary teachers who are teaching vocationally reimbursable courses but who are not vocationally licensable. Teachers volunteering to enter this program of training may be granted a leave of absence with pay, with the School Board's approval, for that period of time necessary to secure such licensure.

## **ARTICLE XXII**

### **Salary Schedule And Regulations**

- A. The following conditions and rules apply to all employees except as otherwise provided in this Agreement.
  - 1. Salaries shall be as set forth in Exhibit "B" attached hereto and incorporated herein by reference.
  - 2. Pro-rata additions or subtractions shall be based on 1/192<sup>nd</sup> of an employee's base salary per day.
  - 3. Employees working half time or more shall be paid pro-rata on the salary schedule during the term of the school calendar and if their normal employment is extended beyond thirty-eight (38) weeks.
  - 4. Employees working less than half-time shall be compensated in accordance with the applicable hourly rate.
- B. Credits to be allowed for application on the salary schedule shall be germane to the individual's teaching or extra-curricular assignment subject to the following guidelines:
  - 1. All credits earned or completed prior to the winter quarter of the 1974-1975 school year shall qualify for advancement on schedule under the salary schedule regulations contained in the 1972-1974 Labor Agreement. All credits earned or completed prior to summer quarter 1978 shall qualify for advancement on schedule under the salary schedule regulations contained in the 1975-1977 Labor Agreement. Credits so qualifying shall not be lost or affected by this Article.
  - 2. Employees having completed fifteen (15) credits on an approved graduate program by the end of the fall quarter of 1974 may continue to complete such program and receive credit for advancement on the salary schedule notwithstanding the requirements of this Article if such program is completed by September 1, 1976.
  - 3. Credits once granted for advancement on the salary schedule shall not be affected by any change in an employee's teaching assignment.
  - 4. Credit will not be granted for a course that has been previously taken unless a request to duplicate such course has been approved by the Teachers' Development Committee.
  - 5. For those employed before the 1974-1975 school year, courses taken after fall quarter of 1974 qualify for advancement if such course work is required to retain licensure in the minor field.
  - 6. Movement beyond Class IV with a master's equivalent or for nurses shall not be more than one (1) lane a year.

7. Lane Requirements:

CLASS	DEGREE & NO. OF CREDITS NEEDED TO ACQUIRE THE LANE	NO. OF UNDERGRADUATE CREDITS ALLOWED PER LANE	NO. OF EXTRA CURRICULAR CREDITS ALLOWED PER LANE	NO. OF CREDITS FIELDS OF LICENSURE ALLOWED PER LANE (EFFECTIVE 07/01/88)
III+15	Bachelor's degree Plus 15 Credits	3	3	3
III+30	Bachelor's degree Plus 30 Credits	3 (Or Total of 6)	- (Or Total of 3)	3
III+45	Bachelor's degree Plus 45 Credits	3 (Or Total of 9)	- (Or Total of 3)	3**
IV	*(a) master's degree, (b) Bachelor's degree Plus 54 Credits (Masters Equivalency)	3 (Or Total of 9)	3 (Or Total of 6)	3**
IV+15	Master or Equivalency Plus 15 Credits	3	3	3
IV+30	Master or Equivalency Plus 30 Credits	3 (Or Total of 6)	- (Or Total of 3)	3
IV+45	Master or Equivalency Plus 45 Credits	3 (Or Total of 9)	3 (Or Total of 6)	3

\* At the discretion of the college granting the master's degree. An approved Master program may include more than nine (9) undergraduate credits. However, these additional undergraduate credits can only be used at this class and not to attain previous or subsequent lanes.

\*\* Can use the three (3) credits for Class III+45 or IV, not both

\*\*\* Master's programs that require credits beyond thirty (30) credits shall have the additional credits applied to subsequent lane change(s).

8. All credits referred to in this schedule are quarter hour credits.
  9. Courses required by the State for continued licensure in the field of teaching assignment shall be considered to be germane; (for example, Human Relations training.)
  10. The Superintendent or their designee may approve courses that are not germane to the individual's teaching field or extra/curricular assignment in advance of taking the course.
  11. Teachers newly hired as of September 1998 shall no longer have access to the MA Equivalent Lane of MA+15 or beyond.
- C. Official transcripts substantiating any change in classification on the salary schedule and application for lane change must be filed in the office of Human Resources by October 15 of the school year in which the change is to become effective. Monetary adjustments in the contract salary, retroactive to the opening of school, will be made on the next payroll following approval of the change in classification (normally in the month of November).
- D. It is required that teachers entering into a graduate program submit the plan to the Teacher Development Committee, including a course listing, before embarking upon the graduate program. Once a new graduate program is approved, all credits taken through that program will be considered to be germane.
- E. Increments for teachers employed during the school year:

1. Teachers who begin their service in the local School District on or before February 3<sup>rd</sup> of the school year will receive the full increment the following year.
  2. Teachers who begin their service after February 3<sup>rd</sup> will receive no increment the following year.
- F. Formula for determining the placement of newly hired teachers on the salary schedule:
1. Newly hired teachers shall be hired on the salary schedule on the salary lane to which their educational attainment (degree plus subsequently earned germane credits) at the time of hiring entitles them to be placed. Any applicant failing to advise the School District at the time of hiring of any credits or degrees for which they had earned or received credit at the time of application, shall not be entitled to later use such credits or degrees to obtain advancement on the lane of the salary schedule.  
The method of initial placement on the appropriate step within the lane shall be determined by School Board policy.
  2. When a war veteran is hired as a teacher, if they were a full-term teacher at the time they entered the military service and has a continuous teaching and service record, they shall be given the same credit in the hiring formula for the time they were in the military service as if they had been teaching.
- G. Period of Service: The contract period for employees paid on the salary schedule shall, except for the period designated school not in session, be for the term of the school calendar unless otherwise provided in this Agreement, or unless assigned to positions in which the State Department of Education requires services beyond the term of the School Calendar and in such cases the contract period shall be extended for the additional weeks required according to the State guidelines. The school calendar shall be as attached hereto as Exhibit "C" for illustrative purposes. The school calendar is subject to change by the School Board consistent with the Board's authority to establish the annual school calendar as set forth in Minnesota Statutes section 120A.40 and 120A.41.
- H. Physical Examination: Every employee within the bargaining unit shall be required to submit to a tuberculin test or chest x-ray as required by Minnesota Statute 144.441, subd 4, and the School District will assume the payment of the services necessary for such diagnosis and report, but shall not pay any travel or incidental expenses in connection therewith. Such test or x-ray shall be performed by such person or persons designated by the School District and shall be conducted within the School District if the necessary services are available within the School District.  
Any other medical examination which may in the future be required by law or requested by the School District shall be paid for by the School District, including necessary travel and incidental expenses in connection therewith, except as such examination may in the future be required for continued licensure of such employees within the bargaining unit as are required to be licensed pursuant to rules or regulations established by the Minnesota State Board of Education.
- I. Teachers' Meetings: Teachers' meetings are not to be called during the school year on days when school is not in session.
- J. Filing of Licenses - TRA and PERA Deduction: Employees covered under this Agreement agree to present for filing with the office of Human Resources prior to the beginning of the school year, if required and if not already done, a presently valid license or copy thereof, authorized by the Minnesota State Board of Education and issued by the Commissioner of Education for the State of Minnesota to perform the services for the position to which the employee is assigned. If not a member of the Teachers Retirement Association or the Public Employees' Retirement Association, the employee's contribution to said association will be deducted from the employee's salary payments, along with all deductions required by law and all deductions authorized in advance by the employee, in writing, and approved by the School District.
- K. Education District: All teaching positions resulting from Education District implementation shall be made by contracting with the individual school districts. The teacher so contracted, whether full or part-time, will continue on the seniority list of that teacher's home district and the salary schedule of that district. No combined Education District seniority list will be used.

**ARTICLE XXIII**  
**Seniority - Tenure**

A. **Seniority** shall be established for all employees in the bargaining unit based upon their years of service as calculated under the following rules:

1. In calculating service for seniority purposes, all service within the bargaining unit will be counted as well as all leave time granted by the School Board to a bargaining unit employee, provided that such leave time is immediately followed by continued employment and shall not include any time on leave while an employee of the School Board in a position not in this bargaining unit.

In the case of part-time employees, service time prior to July 1, 1983, will be calculated by accumulating hours worked in the school year with each hour of time worked being equivalent to 1/5 of a day, except for Head Start teachers, where one (1) hour of time will be equivalent to 1/8 of a day. The accumulated number of days, rounded to the nearest full day, will be related to one hundred eighty (180) workdays representing a full work year and credited to service time. Effective July 1, 2014, no person shall be given credit for more than 38.4 weeks in a work year. The work year shall be defined as September 1 through August 31.

Effective July 1, 1983, service time involving all employees covered by this Agreement will be calculated only for those weeks of the school year in which the employee worked more than fourteen (14) hours per week converted to weeks (with a week constituting no more than forty (40) hours) rounded off to the nearest hundredth. Seniority shall not be counted for an additional assignment by a teacher performed outside the regular school day, or for a homebound assignment, or for long-term substitutes except:

- a. Persons who have established seniority standing as of June 30, 1983, pursuant to Article XX-A (2) of the 1981-1983 Agreement.
- b. Teachers on layoff who are placed in long-term substitute positions pursuant to Article XX of this Agreement.
- c. For teachers hired on and after July 1, 1985, any service in a single position for more than thirty (30) days within a twenty-four (24) month period immediately prior to becoming a permanent (contract) staff member.

or temporary employees except any seniority an employee may have accrued or established as a part-time or temporary employee during the period May 1, 1980, to July 1, 1981, shall be retained and included in determining seniority if such persons are employed under a contract for regular employment prior to July 1, 1983. Effective July 1, 2014, no person shall be given credit for more than 38.4 weeks in a work year. The work year shall be defined as September 1 through August 31.

2. In calculating seniority an employee who is re-employed in the bargaining unit whose continuous service has been interrupted for any reason, including transfer to non-bargaining unit employment or termination, will be granted credit for prior service only if the return to bargaining unit service is within two (2) years of the date of such interruption if the employee had previously accumulated bargaining unit seniority of two (2) years or more and, if less, the return to bargaining unit service must be within a period of time not greater than the equal to the amount of accumulated seniority at the time their continuous service was interrupted, provided this limitation is not applicable to teachers holiday re-employment rights under "C" of this Article.
3. Seniority will apply on a district-wide basis; i.e., a teacher may apply all services as defined in 1. above to any teaching assignment for which they are licensed at the time of layoff or reassignment resulting from layoff.
4. Where two (2) or more employees with the same amount of seniority commenced their employment on the same date the following shall apply in this order, the date of Board action, the date of acceptance

and the date of oldest application. In calculating seniority, extra-curricular, summer schoolwork, will be specifically excluded in calculating time worked and date of commencement of employment.

5. An updated seniority list shall be provided to the Union by the first day of school following winter recess and posted in each school building.

The list shall include name, number of weeks worked, date of employment or re-employment, date of Board action, acceptance date, date of oldest application and areas of licensure. Any employee whose name appears on such list, or may have been omitted from such list, and who may disagree with the findings of the School District and the order of seniority in said list shall have the opportunity to challenge by supplying documentation and proof of their request to change.

Upon failure of employee and Human Resources to agree to said change within ten (10) workdays of receipt of said documentation, proof and request of such change, the employee or the Union shall have five (5) workdays to file a grievance with the Superintendent. The grievance shall then be handled in accordance with Step II of the grievance procedure in this Agreement, subject further to the right of arbitration provided in the grievance procedure of this Agreement.

A supplemental list involving corrections shall be provided the Union representative and reposted by March 15.

Effective with the posting of the seniority list on the first day of school following winter recess in school year 1983-1984, any employee failing to protest their seniority as shown on such list within the period of time specified above shall be considered to have confirmed their seniority as listed. Challenge to seniority after school year 1983-1984 shall be limited only to the current year's seniority accrual.

- B. **Layoffs** necessitated because of discontinuance of position or lack of pupils, shall be in the reverse order of seniority with the last senior teacher to be the first laid off, provided in all cases that the teacher must be licensed for a newly sought position.

In any year in which a reduction in teaching staff is occurring, and the School District is placing teachers on layoff, only those licenses actually received by the Human Resources Department by March 1 shall be considered for purposes of determining layoff within areas of licensure for the following school year. A license filed after such time shall be utilized for purposes of recall to vacated or new positions but not to the current reduction.

- C. **Re-employment:** Any teacher having been laid off due to staff reduction shall have re-employment rights for a period of four (4) school years following layoff, and re-employment, shall be in the reverse order of layoff, providing in all cases the teacher must be licensed for the position for which re-employment is sought. Re-employment rights may be exercised as vacancies occur. No employed teacher will be required to transfer to another licensure area or building in a realignment of positions to accommodate re-employment of teachers on layoff. Re-employed teachers shall be reinstated with full credit for seniority, salary, sick leave, and all other benefits as though their service was not interrupted, except that the aforementioned shall not accrue during the time they were not under contract because of layoff. If re-employment is offered under the provisions of this Section, the teacher must return to employment with the District not later than the commencement of the next beginning school year; provided, a teacher laid off from a full-time position may decline an offer of re-employment to a part-time position without loss of their relative position on the re-employment list. A teacher who accepts an offer of re-employment to a part-time position pursuant to this paragraph or who is reduced from a full-time position to a part-time position involuntarily in lieu of layoff shall not relinquish their right to reinstatement into a full-time position based on their seniority and qualifications thereafter. When placed on layoff, a teacher shall file their name and address with the School District's Human Resources Department to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the School District depositing such notice to the teacher by

certified mail at the last known address shall be sufficient and it shall be the responsibility of any teacher on layoff to provide for forwarding of mail or for address change. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided herein. The teacher receiving notice shall give written acceptance of the offer of re-employment within one-half the time remaining between the date of mailing of the offer and the date school commences, but in any event the teacher shall have not less than ten (10) days from the date of mailing to respond.

A teacher who returns to a part-time position involving less hours than their tenure right would permit of permanent nature from layoff status will have the option of staying in that position even if another position for which a license is held of more hours opens in that year. Should the more senior teacher remain in the part-time position, they will be granted seniority equal to the less senior teacher who assumes that position of more hours per week. A permanent position is defined as a position, which is permanently vacated by its incumbent for which seniority is accrued and which is not a long-term substitute position.

- D. ***Tenure Rights:*** Any employee within the appropriate bargaining unit who is not otherwise covered by the provisions of Minnesota Statutes, Section 122A.41 or any act amendatory or in place thereof, shall during the first three (3) years of consecutive employment with the School District be in a probationary status during which time said employee may be discharged for any constitutionally permissible reason upon thirty (30) days written notice of said discharge. Following said three (3) consecutive years of employment with the School District without notice of termination or discharge as stated above, said employee shall not be discharged, suspended, or demoted except for just cause which shall include, but not be limited to, the causes specified in Minnesota Statutes, Section 122A.41. Notice of said discharge, suspension or demotion after the probationary period shall be given in writing to the employee with the reasons and causes stated therefore, and the employee if not satisfied with the reasons given or causes stated shall have the right to have their status reviewed within the time limits and pursuant to the grievance procedure provided in this Agreement.

#### **ARTICLE XXIV** **Savings Clause**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and all other provisions of this Agreement shall continue in effect.

#### **ARTICLE XXV** **Site Based Decision Making**

The Duluth Federation of Teachers (D.F.T.) and Independent School District No. 709 agree to implement a labor management process to be known as the Quality Leadership Initiative comprised of a central steering committee called the Quality Steering Committee with subcommittees including the High School Quality Leadership Team, the Middle School Quality Leadership Team, the Elementary School Quality Leadership Team, the Special Education Quality Leadership Team, a sub-committee to examine class size at all levels and class size issues within specific buildings, and building level leadership teams. and building level leadership teams. The Quality Steering Committee will create additional special purpose committees as appropriate to address issues such as insurance, assignment, and transfer and co-curricular.

The number of members and duties of the leadership teams and committees will be determined by the Quality Steering Committee with the D.F.T. selecting teacher members and administration selecting administration members.

The President of the D.F.T. and the Superintendent will jointly select and appoint two (2) co-facilitators from the D.F.T. and administration. The D.F.T. Facilitator will be a 0.2 FTE position. The D.F.T. President's District assignment will

include Quality Process responsibilities. Release time will be afforded the D.F.T. President, not to exceed one (1) class period (.2 FTE) for the purpose of working with the District Administration on the Labor Management Process. The Superintendent and the D.F.T. President will serve on the Quality Steering Committee and with the Facilitator, will determine agendas.

In addition, The Duluth Federation of Teachers (D.F.T.) and Independent School District No. 709 agree to implement a Continuous Improvement Process (CIP). CIP leadership teams and the meeting calendar will be developed jointly between the D.F.T. President, D.F.T. Facilitator, district administration and building principals. The intent of CIP will be to provide support and training for district wide initiatives.

Budget and cost of both the Quality Leadership Initiative and Continuous Improvement Process (CIP) will be the responsibility of the district. Certified teaching staff who agree to serve on a site Continuous Improvement Team (CIT) will receive a stipend of \$800 per school year to be a member of the CIT. Being a member of the CIT will require meetings outside of the teacher work day not to exceed two (2) times per month and for no more than three (3) hours per month.

**ARTICLE XXVI**  
**Term Of Agreement**

This Agreement represents the full and complete Agreement between the parties and supersedes all previous Agreements between the parties. The parties agree to faithfully execute all the provisions of this Agreement. The teachers agree that they will not call, engage in, or sanction any strike, stoppage of work or other connected refusal to perform services during the term of this Agreement.

This Agreement shall be effective on July 1st, except as otherwise provided herein. The term of this Agreement shall be from July 1, 2025, to June 30, 2027, except as otherwise provided herein, and thereafter according to law.


Contracts: Following ratification, the 2025-2027 Collective Bargaining Agreement will be placed on the District's Internet site. One hundred (100) copies of the Collective Bargaining Agreement will be printed for the D.F.T.

Dated at Duluth, Minnesota, on March 19, 2024.

**INDEPENDENT SCHOOL DISTRICT NO. 709**  
**LOCAL NO 692**

By:   
Chairperson of the School Board

**DULUTH FEDERATION OF TEACHERS**

By:   
President

By:   
Clerk of the School Board

**EXHIBIT A**  
**Co-curricular Stipends**

STIPENDS ARE PER SCHOOL, PER PROGRAM UNLESS NOTED		
POSITION	RATE FOR STAFF MEMBER/SCHOOL	
	2025-2026	2026-2027
<b>SENIOR HIGH ATHLETICS</b>		
Activities Director	\$7,087	\$7,229
<b>HEAD COACHES</b>		
Basketball	\$6,834	\$6,971
Football	\$6,834	\$6,971
Hockey (1 program per school boys, 1 program in District girls)	\$6,834	\$6,971
Swimming (1 program in District boys, 1 program per school girls)	\$5,465	\$5,574
Track (1 boys & 1 girls head coach per school)	\$5,642	\$5,754
Volleyball	\$5,811	\$5,927
Baseball	\$5,513	\$5,623
Softball	\$5,513	\$5,623
Cross-Country (1 program per school boys/girls combined)	\$4,862	\$4,960
Tennis	\$4,478	\$4,567
Golf (1 program per school boys/girls combined)	\$3,582	\$3,654
Skiing Alpine (1 program per school boys/girls combined)	\$4,259	\$4,344
Skiing Nordic (1 program per school boys/girls combined)	\$4,652	\$4,745
Soccer	\$4,825	\$4,921
Dance Team	\$5,513	\$5,623
Robotics Team	\$4,625	\$4,717
Lacrosse (1 Program in District boys, 1 program in District girls)	\$4,523	\$4,613
<b>ASSISTANT COACHES</b>		
Football (3)	\$4,452	\$4,541
Basketball (1 Boys & 1 Girls)	\$4,452	\$4,541
Hockey (1 Boys, 1 Girls)	\$4,452	\$4,541
Swimming (1 Boys, 1 Girls)	\$3,635	\$3,708
Track (4 assistant coaches per school boys/girls combined)	\$3,688	\$3,762
Baseball	\$3,487	\$3,557
Volleyball	\$3,659	\$3,732
Softball	\$3,487	\$3,557

<b>POSITION</b>	<b>RATE FOR STAFF MEMBER/SCHOOL</b>	
	2025-2026	2026-2027
<b>SENIOR HIGH ATHLETICS (CONTINUED)</b>		
<b>ASSISTANT COACHES</b>		
Cross-Country (1 program per school boys/girls combined)	\$3,300	\$3,366
Golf (1 program per school boys/girls combined)	\$2,118	\$2,160
Tennis (1 Boys, 1 Girls)	\$2,851	\$2,908
Soccer (1 Boys, 1 Girls)	\$3,168	\$3,231
Nordic Ski (1 program per school boys/girls combined)	\$3,099	\$3,161
Alpine Ski (1 program per school boys/girls combined)	\$2,331	\$2,377
Dance Team	\$3,488	\$3,558
Lacrosse (1 Program in District boys, 1 program in District girls)	\$3,075	\$3,137
<b>ADVISORS/COACHES NINTH GRADE</b>		
Football - Assistant (2)	\$3,307	\$3,373
Basketball - Assistant (1 Boys, 1 Girls)	\$3,482	\$3,552
Track - Assistant (1 program per school boys/girls combined)	\$2,878	\$2,936
Volleyball - Assistant	\$2,894	\$2,952
Intramural	\$2,452	\$2,501
<b>INTRAMURALS</b>	<b>\$4,352</b>	<b>\$4,439</b>
<b>SENIOR HIGH ACTIVITIES</b>		
Head Cheerleader Advisor	\$4,195	\$4,279
Assistant Cheerleader Advisor	\$2,727	\$2,782
Band	\$5,094	\$5,196
Vocal	\$1,761	\$1,796
Orchestra	\$1,660	\$1,693
Plays (Per Act, 10 Act Maximum)	\$732	\$747
Plays (Stage, Lighting & Sound)	\$1,346	\$1,373
Speech Head Coach	\$4,626	\$4,718
Speech Assistant Coach	\$1,623	\$1,655
Debate Head Coach	\$4,005	\$4,085
Debate Assistant Coach	\$2,139	\$2,182
Academic Clubs (5 Per School)	\$1,243	\$1,268
Mathematics Coach	\$2,571	\$2,623
Knowledge Bowl	\$2,539	\$2,590
Special Olympics Coach	\$4,323	\$4,409
Jazz Band Director	\$1,761	\$1,796
Newspaper	\$4,626	\$4,718
Annual	\$3,545	\$3,615
Technology	\$4,848	\$4,945

<b>POSITION</b>	<b>RATE FOR STAFF MEMBER/SCHOOL</b>	
	2025-2026	2026-2027
<b>SENIOR HIGH ACTIVITIES (CONTINUED)</b>		
Musical Director	\$3,800	\$3,875
Musical Tech. Director	\$1,141	\$1,164
Musical Costumer	\$456	\$465
Musical Choreographer	\$456	\$465
<b>Stage (For School Events)</b>	\$2,764	\$2,819
<b>Activities that culminate in an event outside of contract time.</b> To be eligible, these clubs must be approved by building administrator and the advisor must meet with students on a regular bases throughout the year or semester.	\$1,243	\$1,268
<b>Clubs That Travel (e.g., BPA, FFA, HOSA, FCCLA-HERO) Max. 3</b>	\$3,953	\$4,032
<b>CLASS ADVISOR</b>		
Senior Class	\$1,462	\$1,491
Junior Class	\$1,097	\$1,118
Sophomore Class	\$789	\$805
Freshman Class	\$673	\$687
<b>MIDDLE SCHOOL ATHLETICS</b>		
Activities Director	\$4,080	\$4,162
<b>HEAD COACHES</b>		
Cross-Country	\$1,131	\$1,154
Skiing	\$435	\$443
Head Boys Basketball - Grade 8	\$1,747	\$1,782
Head Boys Basketball - Grade 7	\$1,747	\$1,782
Head Girls Basketball - Grade 8	\$1,747	\$1,782
Head Girls Basketball - Grade 7	\$1,747	\$1,782
Head Boys/Girls Swimming	\$1,397	\$1,425
Asst. Boys/Girls Swimming	\$978	\$998
Asst. Boys/Girls Swimming	\$978	\$998
Head Boys/Girls Track	\$1,397	\$1,425
Asst. Boys/Girls Track	\$978	\$998
Asst. Boys/Girls Track	\$978	\$998
Head Girls Volleyball - Grade 8	\$1,397	\$1,425
Head Girls Volleyball - Grade 7	\$1,397	\$1,425
<b>INTRAMURALS PROGRAM (8)</b>	\$1,098	\$1,119
<b>MIDDLE SCHOOL ACTIVITIES</b>		
Band	\$868	\$885
Vocal	\$868	\$885
Orchestra	\$868	\$885

<b>POSITION</b>	<b>RATE FOR STAFF MEMBER/SCHOOL</b>	
	2025-2026	2026-2027
<b>MIDDLE SCHOOL ACTIVITIES (CONTINUED)</b>		
Plays (Per Act, 3 Act Maximum)	\$681	\$695
Plays (Stage, Lighting & Sound)	\$684	\$698
<b>Newspaper (Per Issue, Max. of 6 Issues Per Year)</b>	\$502	\$512
<b>Academic Clubs (Max 5)</b>	\$1,243	\$1,268
Special Olympics Coach	\$1,325	\$1,351
<b>Activities that culminate in an event outside of contract time.</b> To be eligible, these clubs must be approved by building administrator and the advisor must meet with students on a regular bases throughout the year or semester.	\$1,243	\$1,268
<b>Annual</b>	\$1,225	\$1,250
<b>Technology</b>	\$4,087	\$4,169
Musical Director	\$3,800	\$3,875
Musical Tech. Director	\$1,141	\$1,164
Musical Costumer	\$456	\$465
Musical Choreographer	\$456	\$465
<b>Stage</b>	\$1,370	\$1,397
<b>ELEMENTARY SCHOOL ATHLETICS</b>		
<b>Choir Director</b>	\$839	\$856
<b>Elementary Clubs (6)</b>	\$759	\$774
<b>Technology</b>	\$3,323	\$3,390
<b>School Patrol Advisor 0-10 Corners</b>	\$1,029	\$1,050
<b>10+ Corners</b>	\$1,097	\$1,118

<b>HIGH SCHOOL ADDITIONAL ASSISTANT COACHES</b>
Add an assistant coach for approximately every twenty (20) participants for non-cut activities. (track, cross country, Nordic skiing, speech)
<b>MIDDLE SCHOOL ADDITIONAL ASSISTANT COACHES</b>
Add an assistant coach for approximately every twenty (20) participants for non-cut activities. (track, cross country, Nordic skiing, speech)
Add an assistant coach if participation is above 90 and every additional twenty (20) participants beyond that for non-cut activities (track, cross country, swimming)
All Item shaded in grey are funded for the duration of the most recent collective bargaining agreement

**EXHIBIT B**  
**Teachers' Salary Schedule**  
DULUTH PUBLIC SCHOOLS  
INDEPENDENT SCHOOL DISTRICT NO. 709  
EFFECTIVE 2025-2026

<b>STATE</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>14</b>
<b>CODE</b>	<b>III</b>	<b>III + 15</b>	<b>III + 30</b>	<b>III + 45</b>	<b>IV</b>	<b>IV + 15</b>	<b>IV + 30</b>	<b>IV + 45</b>	<b>PhD</b>
	BA OR BS	CLASS	CLASS	CLASS	MA	CLASS	CLASS	CLASS	CLASS
	CLASS	III	III	III	CLASS	IV	IV	IV	V
<b>STEP</b>	III	PLUS 15	PLUS 30	PLUS 45	IV	PLUS 15	PLUS 30	PLUS 45	
<b>1</b>	\$45,730	\$46,326	\$47,171	\$48,013	\$53,062	\$54,505	\$55,950	\$57,390	\$58,832
<b>2</b>	\$46,399	\$47,245	\$48,088	\$48,927	\$55,275	\$56,755	\$58,203	\$59,648	\$61,093
<b>3</b>	\$48,374	\$49,218	\$50,063	\$50,907	\$57,774	\$59,224	\$60,670	\$62,119	\$63,562
<b>4</b>	\$50,372	\$51,221	\$52,060	\$52,908	\$60,510	\$61,962	\$63,412	\$64,860	\$66,304
<b>5</b>	\$52,612	\$53,459	\$54,303	\$55,148	\$64,218	\$65,661	\$67,116	\$68,568	\$70,013
<b>6</b>	\$55,179	\$56,024	\$56,872	\$57,723	\$68,264	\$69,717	\$71,169	\$72,625	\$74,076
<b>7</b>	\$58,507	\$59,357	\$60,207	\$61,057	\$73,447	\$74,907	\$76,366	\$77,824	\$79,286
<b>8</b>	\$61,835	\$62,691	\$63,541	\$64,393	\$79,174	\$80,699	\$82,224	\$83,744	\$85,210
<b>9</b>					\$84,901	\$86,492	\$88,083	\$89,664	\$91,134

Career Increment:

Employees after 15 years of seniority will receive an additional increment of \$1,600.00

Employees after 20 years of seniority will receive an additional increment of \$2,400.00

Employees after 25 years of seniority will receive an additional increment of \$3,300.00

Teacher's Salary Schedule  
DULUTH PUBLIC SCHOOLS  
INDEPENDENT SCHOOL DISTRICT NO. 709  
EFFECTIVE 2026-2027

<b>STATE</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>14</b>
<b>CODE</b>	<b>III</b>	<b>III + 15</b>	<b>III + 30</b>	<b>III + 45</b>	<b>IV</b>	<b>IV + 15</b>	<b>IV + 30</b>	<b>IV + 45</b>	<b>PhD</b>
	BA OR BS	CLASS	CLASS	CLASS	MA	CLASS	CLASS	CLASS	CLASS
	CLASS	III	III	III	CLASS	IV	IV	IV	V
<b>STEP</b>	III	PLUS 15	PLUS 30	PLUS 45	IV	PLUS 15	PLUS 30	PLUS 45	
<b>1</b>	\$46,644	\$47,253	\$48,114	\$48,974	\$54,124	\$55,595	\$57,069	\$58,538	\$60,008
<b>2</b>	\$47,327	\$48,190	\$49,050	\$49,906	\$56,380	\$57,890	\$59,367	\$60,841	\$62,315
<b>3</b>	\$49,341	\$50,202	\$51,064	\$51,925	\$58,929	\$60,409	\$61,883	\$63,361	\$64,834
<b>4</b>	\$51,379	\$52,246	\$53,101	\$53,967	\$61,721	\$63,201	\$64,681	\$66,157	\$67,630
<b>5</b>	\$53,664	\$54,528	\$55,389	\$56,251	\$65,503	\$66,975	\$68,458	\$69,940	\$71,413
<b>6</b>	\$56,283	\$57,144	\$58,010	\$58,877	\$69,629	\$71,111	\$72,593	\$74,078	\$75,558
<b>7</b>	\$59,677	\$60,544	\$61,411	\$62,278	\$74,916	\$76,405	\$77,894	\$79,380	\$80,871
<b>8</b>	\$63,072	\$63,945	\$64,812	\$65,680	\$80,758	\$82,313	\$83,869	\$85,419	\$86,914
<b>9</b>					\$86,599	\$88,222	\$89,845	\$91,457	\$92,957

Career Increment:

Employees after 15 years of seniority will receive an additional increment of \$1,700.00

Employees after 20 years of seniority will receive an additional increment of \$2,500.00

Employees after 25 years of seniority will receive an additional increment of \$3,400.00

**EXHIBIT C**  
**Calendar**

Dates are not final and are subject to change.

	<b>2025-2026</b>	<b>2026-2027</b>
School Year Begins	August 25, 2025	
School Year Closes	June 5, 2026	
Opening of School	September 2, 2025	
<b>SCHOOL NOT IN SESSION</b>		
	<b>2025-2026</b>	<b>2026-2027</b>
Welcome Week Staff Meeting/Professional Development *	August 25-26, 2025	
<p>*No more than a total of 16 hours of Building and District meetings for the above days.            First day will be district led professional development. Subsequent days will be 8 hours district led and 8 hours teacher led, to be determined by buildings.            Required online professional development (ALICE, Vector, etc.) to be completed outside of contract hours no later than October 31.</p>		
Teacher Preparation Days	August 27-28, 2025 January 16, 2026	
**Teachers may also utilize a day the week of August 18-22 <sup>nd</sup> for teacher preparation in lieu of August 25, 2025.		
No School Staff/Students (Non-Contract Day)	August 29, 2025	
Labor Day	September 1, 2025	
Teachers Convention (MEA)	October 16-17, 2025	
Thanksgiving & Friday following	November 2-28, 2025	
Winter Recess	December 24-31, 2025 Resumes January 2, 2026	
Martin Luther King Jr. Day	January 19, 2026	
End of Semester Records Day	January 16, 2026	
Presidents Day	February 16, 2026	
Winter Break	February 17-20, 2026	
Spring Break	March 30-31 and April 1-3, 2026	
Memorial Day	May 25, 2026	
Professional Development	November 3, 2025 December 8, 2025 January 2, 2026 March 2, 2026 May 4, 2026	

Legal holidays not shown above as holidays or recess days are teaching days with students in session. The equivalent of two (2) school days are also to be scheduled for evening and/or other non-duty hours for fall and spring conferencing/counseling. Bargaining unit members who do not participate in conference/counseling are to work the equivalent of two (2) school days in what would otherwise be non-duty hours with the tasks to be performed and the

schedule of times to be agreed upon by the unit member and the immediate supervisor.

#### **Emergency Closing**

In the event that more than two (2) teacher workdays in session with students are lost due to an emergency, teachers may be required to perform duties on other days or days in lieu thereof. There shall be consultation with the Union in the re-scheduling of said days. Teachers shall not be required to be present on days when school is closed due to emergencies.

The first two (2) emergency weather closing days of each school year shall be designated as "Snow Days." On these days, teachers shall not be required to report to work or perform any job-related duties.

In accordance with Minnesota Statute 120A.414, the District may declare up to five (5) E-Learning days per school year, and the decision must be made no less than two (2) hours before the start of the scheduled teacher workday. On such E-Learning days, certified staff members are not required to report to a building but shall be available to students and families via email and/or voicemail between the hours of 9:13 AM and 2:15 PM.

Furthermore, to accommodate this E-Learning plan, the High School workday shall be extended by six (6) minutes, with one (1) minute added to each class period.

#### **Daylight Savings Time**

Starting and closing times may be adjusted by no more than one (1) hour if daylight savings time is in effect between December 1 and January 31 of the following year with prior consultation with the Union.

#### **Two Hour Late Start**

Teachers who are scheduled at the beginning of the school day will start two hours later than their regularly scheduled reporting time. i.e.: Elementary teachers who report at 7:15 am will now report at 9:15 am. All Schools will dismiss at their regular times.

#### **Open House**

Certified teaching staff shall participate in a building open house not to exceed (2) hours. These hours will be flexed by agreement with teachers and building administration. (i.e., flexible workday, in lieu of conference time, etc.)

**EXHIBIT "D"**  
**Special Education Caseload Process**

The Duluth School District and the Duluth Federation of Teachers have established a list of guidelines for teachers and administrators to use in addressing caseload concerns. If an individual and/or group has a caseload concern, the first need will be to gather data based on those guidelines. If, after reviewing the gathered data, the individual and/or group still has concerns regarding the caseload, they will then meet as a Building Special Education Team and include the respective Pyramid Supervisor and the Building Level Administrator.

If a satisfactory resolution is not obtained, a formal written review will be developed and forwarded to the Director of Special Education and the D.F.T. for information and possible action.

If a satisfactory explanation or resolution is not obtained, the matter will be reviewed by a Special Education Review Board, consisting of one (1) School Board Member, the Director of Special Education, and a D.F.T. Representative.

A written report will then go to the Superintendent, School Board and D.F.T.

**Guidelines That May Relate To Caseloads**

1. State rules and regulations.
2. Collective bargaining agreement regarding teachers' workday.
3. Total number of students for whom responsible.
4. Time involved in meeting due process requirements for students.
5. Number of students receiving direct vs. indirect service.
6. Student contact hours per teacher.
7. Number of students in each class.
8. Variations in degree of services provided to students.
9. Amount of service to be provided, as stated in IEP's.
10. Services provided in more than one location.
11. Preparation time.
12. Severity of handicaps of students.
13. Turnover rate of caseload.
14. Travel schedule.
15. Representative caseloads of other staff in similar teaching situations.
16. Recommended caseload maximums as provided by governing/accrediting/advocacy or other agencies, for example, Speech and Hearing Association.
17. Extent of other student related tasks, such as, curriculum adaptations, Planned Documented Intervention, conferring with regular education staff, etc.

**MEMORANDUM OF UNDERSTANDING**  
**Early Childhood Programs**

The Duluth Federation of Teachers (“D.F.T.”) and Independent School District No. 709 (“District”) agree to this Memorandum pertaining to Early Childhood Programs

Early Childhood Programs serve children birth to five years and their families. Flexible scheduling, including evening hours, is an expectation for this service provision. To meet these expectations, teachers may have flexible work schedules during the school year and may be requested to teach beyond the regular school day to maintain continuity of service.

These guidelines will be followed:

1. The workweek will begin on Monday and end on Friday.
2. The assignment will not exceed forty (40) hours per week.
3. The workday will begin no earlier than 7:30 a.m. and end no later than 9:00 p.m. unless a deviation from this is mutually agreed on between teacher and supervisor.
4. Requirements of the program may result in the typical work day being up to 9 hours per day with one day per week being up to 12 hours per day. Any further work day deviation requires mutual agreement between teacher and supervisor.
5. The assignment shall not be on holidays or recess days.
6. The teacher shall have a minimum of thirty (30) minutes for a duty free meal during their workday.
7. The teacher shall have a minimum of two hundred fifty (250) minutes of preparation time per week.

**INDEPENDENT SCHOOL DISTRICT NO. 709**

**DULUTH FEDERATION OF TEACHERS**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Instructional Leadership Positions**

The Duluth Federation of Teachers (“D.F.T.”) and Independent School District No. 709 (“District”) agree to this Memorandum pertaining to instructional leadership positions.

Staff hired for instructional leadership and curriculum positions will have look back rights for a one (1) year term in these leadership positions. If they do not return to his/her former position after the first year, his/her previous position could be posted.

After working in the leadership position for three (3) years, the position may be reposted. Staff in these leadership positions who have been in the position may choose to reapply for the special assignment position.

This MOU will remain in effect until the effective date of the next collective bargaining agreement.

**INDEPENDENT SCHOOL DISTRICT NO. 709**

**DULUTH FEDERATION OF TEACHERS**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

# ISD 709 Calendar 2023-24 School Year

JULY							AUGUST							SEPTEMBER							OCTOBER															
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S									
						1			1	2	3	4	5							1	2	1	2	3	4	5	6	7								
2	3	Indep. Day HOLIDAY	4	5	6	7	8	6	7	8	9	10	11	12	3	Labor Day HOLIDAY	4	5	6	7	8	9	8	9	10	11	12	13	14							
9	10						15	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	MEA WEEKEND	19	20	21							
16	17						22	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28								
23	24						29	27	28	Staff Develop.	29	Teacher WD/SD	30	Teacher Work Day	31	24	25	26	27	28	29	30	29	30	31											
30	31																																			
NOVEMBER							DECEMBER							JANUARY							FEBRUARY															
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S									
			1	2	HM	3	4							1	2											1	2	3								
5	6	7	8	9	10	11	3	Staff Develop.	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10								
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	M.L.K. HOLIDAY	15	16	17	18	EHM	19	20	11	12	13	14	15	16	17							
19	20	21	22	Thanksgiving HOLIDAY/ Recess	23	24	25	17	18	19	20	21	Winter Recess	22	23	21	Semester Break	22	23	24	25	26	27	18	Pres. Day HOLIDAY	19	Confer. Makeup	20	Confer. Makeup	21	Winter Recess	22	Winter Recess	23	24	
26	27	28	29	30				24	Winter Recess	25	Winter Recess	26	Winter Recess	27	Winter Recess	28	29	30	28	29	30	31				25	26	27	28	29						
31								31																												
MARCH							APRIL							MAY							JUNE															
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S									
						1	2			1	2	3	4	5	6							1	2	3	4								1			
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	Students Last Day EHM	5	PD Day	6	PD Day	7	8						
10	11	12	13	14	15	16	14	Confer. Makeup	15	Confer. Makeup	16	Spring Recess	17	Spring Recess	18	Spring Recess	19	20	12	13	14	15	16	17	18	9	Teacher Work Day	10	11	12	13	14	15			
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	Juneteenth HOLIDAY	19	20	21	22								
24	25	26	27	28	HM	29	30	28	29	30				26	Mem. Day HOLIDAY	27	28	29	30	31	23	24	25	26	27	28	29									
31																				30																

## KEY DATES

- First day for Grade 1-12 students - September 5, 2023
- First day for Kindergarten students - September 7, 2023
- Schools will schedule open houses and conferences

- No school for students:
- Last day for students - June 5, 2024

## GRADING TERMS

### Elementary Schools (E):

- Term 1: September 5 to January 19
- Term 2: January 23 to June 5

### High Schools (H) and Middle Schools (M):

- Term 1: September 5 to November 3
- Term 2: November 6 to January 19
- Term 3: January 23 to March 29
- Term 4: April 1 to June 5

# ISD 709 Calendar 2024-25 School Year

JULY							AUGUST							SEPTEMBER							OCTOBER									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
	1	2	3	Indep. Day HOLIDAY 4	5	6						1	2	3	1	Labor Day HOLIDAY 2	Gr. 1-12 First Day 3		4	Grade K First Day 5	6	7				1	2	3	4	5
7	8	9	10		11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12		
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	PD Day 14			MEA WEEKEND 17	18	19			
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26			
28	29	30	31				25	Teacher Work Day 26	All Staff PD Day 27	Teacher WD/SD 28	Teacher Work Day 29		30	31	29	30							27	28	29	30	31			

NOVEMBER							DECEMBER							JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					HM 1	2	1	2	3	4	5	6	7				New Years HOLIDAY 1	2	3	4							1
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	EHM 16	Teacher Work Day 17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	22	PD Day 23	Winter Recess 24	Winter Recess 25	Winter Recess 26	Winter Recess 27	28	19	M.L.K. HOLIDAY 20						16	Pres. Day HOLIDAY 17	Winter Recess 18	Winter Recess 19	Confer. Makeup 20	Confer. Makeup 21	22
24	25	26	PD Day 27	Thanksgiving HOLIDAY/ Recess 28	29	30	29	Winter Recess 30	Winter Recess 31					26	27	28	29	30	31	23	PD Day 24					28	

MARCH							APRIL							MAY							JUNE								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
						1			Confer. Makeup 1	Spring Recess 2	Spring Recess 3	Spring Recess 4	5							1	2	3					Students Last Day EHM 5	Teacher Work Day 6	7
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14		
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	Juneteenth HOLIDAY 19	20	21		
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28		
23	24													18	Mem. Day HOLIDAY 19	PD Day 20													
30	Confer. Makeup 31				HM 28	29	27	28	29	30				25	26	27	28	29	30	31	29	30							

## KEY DATES

- First day for Grade 1-12 students - September 3, 2024
- First day for Kindergarten students - September 2, 2024
- Schools will schedule open houses and conferences
- No school for students:
- Last day for students - June 5, 2025

## GRADING TERMS

- Elementary Schools (E):
- Term 1: September 3 to January 16
  - Term 2: January 21 to June 5
- High Schools (H) and Middle Schools (M):
- Term 1: September 3 to November 1
  - Term 2: November 4 to January 16
  - Term 3: January 21 to March 28
  - Term 4: April 7 to June 5