Consent Agenda - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, February 25, 2025
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
6:30 PM

1. **Consent Agenda**
   A. **Approval of Minutes from Past School Board Meetings**
      1) Regular School Board Meeting - January 28, 2025 3
   B. **Approval of Action Items**
      1) Human Resources
         a. HR Staffing Report 6
         b. Other Action Items
      2) Finance
         a. Financial Report 7
         b. Fundraisers 8
         c. Bids, RFPs and Quotes
            (1) BID #1332 - Uninterruptible Power Supply (UPS) 9
            (2) BID #1334.1 - ISP and MAN Services 10
            (3) BID #1335.1 - MAN Services (Arvig Building & Tech Village Locations) 11
            (4) BID #1336 - District 709 Solar Power 12
         d. Contracts, Change Orders, Leases - None
      3) Items Brought Forward From the Monthly Committee of the Whole Meeting
      4) Other
         a. Diploma Requests 13
         b. Field Trip Requests
            (1) Duluth East High School DECA 27
            (2) Duluth East High School AFNR Classes/FFA 31
            (3) Duluth East High School Choir 35
         c. Data Sharing Agreements
   C. **Approval of Policy Readings**
      1) First Readings
         a. 525 Violence Prevention 47
         b. 519 Interviews of Students by Outside Agencies 52
      2) Second Readings
         a. 806 Crisis Management (replacing 4040 Safety of Students, Staff and Public & 4040R School District Security Procedures) 56
         b. 503 Student Attendance 89
      3) Policies for Review
         a. 516 Student Medication 107

b. 532 Use Peace Officers and Crisis Teams to Remove Students with IEPs From School Grounds 121
c. 535 Service Animals in School 131
d. 608 Instructional Services - Special Education 141
e. 515 Protection and Privacy of Pupil Records (replacing 1150 Requests for Information on Students) 145
f. 504 Student Dress and Appearance 205

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 - February 4, 2025 207
2) Policy Committee - Tuesday, February 11, 2025 229
3) Human Resources/Business Services Committee - *(Tuesday, February 11, 2025)* 336

Regular School Board Meeting
Tuesday, January 28, 2025 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:	Present

Present: 7.

1. Call to Order
at 6:32 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda
Move to Approve the Agenda. This motion, made by Jill Lofald and seconded by Henry Banks, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

5. School and Community Recognition
Assistant Superintendent Bonds presented the School and Community Recognition.

6. Report of the Superintendent

6.A. Reports from Student School Board Representatives
The 2025 Student Representatives, Latasaija Garner (Denfeld), Kate Dean (East), and Myaiana Taylor (ALC), introduced themselves.

6.B. Superintendent's Report
Superintendent Magas presented the Superintendent's Report. Topics included:
2025 Student Representative Introductions
Budget Reduction and Realignment Update
Federal Government Updates
Legislative Update
Other

6.C. Schedule of Meetings and Events

7. Report of Standing Committees

7.A. Committee of the Whole

7.A.1) Monthly Committee of the Whole *(Tuesday, January 14, 2025)*
Assistant Superintendent Bonds presented the Monthly Committee of the Whole Report.

7.B. Human Resources/Business Services Committee *(Tuesday, January 21, 2025)*

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

7.C. Policy Committee *(Tuesday, January 21, 2025)*
Member Loeffler-Kemp presented the Policy Committee Report.

8. General Board Committee Updates
Member Banks gave an update on the Transportation Hazard Safety Committee meeting.
Member Loeffler-Kemp gave an update on the Duluth Public Schools Foundation meeting.
Member Sadowski gave an update on the Head Start Policy Council meeting.
Member Mikesell gave an update on the Inter-Governmental meeting.
Member Lofald gave an update on the Quality Steering Committee meeting.
Member Williams gave an update on the American Indian Parent Advisory Committee meeting.

9. Consent Agenda
Move to Approve the Consent Agenda. This motion, made by Stephanie Williams and seconded by Rosie Loeffler-Kemp, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

10. Resolutions from Committee Reports

10.A. B-1-25-4082 - Acceptance of Donations to Duluth Public Schools
Move to Approve Resolution B-1-25-4082 Acceptance of Donations to Duluth Public Schools. This motion, made by Jill Lofald and seconded by Amber Sadowski, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

10.B. B-1-25-4083 - Acceptance of Grant Awards to Duluth Public Schools
Move to Approve Resolution B-1-25-4083 Acceptance of Grant Awards to Duluth Public Schools. This motion, made by Rosie Loeffler-Kemp and seconded by Sarah Mikesell, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11. Special Resolutions and Action Items

11.A. B-1-25-4084 - Resolution Establishing 2025 Combined Polling Places in the Duluth Public School District
Move to Approve Resolution B-1-25-4084 Establishing 2025 Combined Polling Places in the Duluth Public School District. Discussion was had. This motion, made by Henry Banks and seconded by Sarah Mikesell, Failed.
Henry Banks: Nay, Kelly Durick Eder: Nay, Rosie Loeffler-Kemp: Nay, Jill Lofald: Nay, Sarah Mikesell: Nay, Amber Sadowski: Nay, Stephanie Williams: Nay
Yea: 0, Nay: 7

11.B. B-1-25-4085 Designation of Identified Official with Authority (IOwA) for Duluth Public Schools
Move to Approve Resolution B-1-25-4085 Designation of Identified Official with Authority (IOwA) for Duluth Public Schools. This motion, made by Stephanie Williams and seconded by Amber Sadowski, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.C. B-1-25-4086 Combining the Duties of Clerk and Treasurer
Move to Approve Resolution B-1-25-4086 Combining the Duties of Clerk and Treasurer. This motion, made by Amber Sadowski and seconded by Sarah Mikesell, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.D. B-1-25-4087 2025 Legislative Platform
Move to Approve Resolution B-1-25-4087 Legislative Platform. This motion, made by Sarah Mikesell and seconded by Jill Lofald, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.E. SP-1-25-4088 School Board Members to Attend Duluth Days at the Capitol 2025
Move to Approve Resolution SP-1-25-4088 School Board Members to Attend Duluth Days at the Capitol 2025. This motion, made by Jill Lofald and seconded by Stephanie Williams, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.F. CONTRACT - Duluth Transit Authority/Duluth Public Schools Bus Pass Program Agreement (FY25 & FY26)
Move to Approve Duluth Transit Authority/Duluth Public Schools Bus Pass Program Agreement (FY25 & FY26). Discussion was had. This motion, made by Rosie Loeffler-Kemp and seconded by Henry Banks, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

12. Questions / Other

13. Adjournment
Move to Adjourn at 8:27 p.m. This motion, made by Stephanie Williams and seconded by Amber Sadowski, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

Chair Durick Eder

Clerk Mikesell

HUMAN RESOURCES ACTION ITEMS FOR: February 28, 2025

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
RICHARDSON, ELIZABETH M	LTS KINDERGARTEN/PIDEMONT, (BA) III 1,CRAWFORD L. CHILD CARE LEAVE	01/10/2025

CERTIFIED LEAVES	POSITIONS	EFFECTIVE DATES
BUTCHE, LISA M	GRADE 1 - HOMECROFT ES	12/04/2024 12/18/2024
VUKELICH, MAYA L	SPED SOCIAL WORKER - PIEDMONT ES	01/02/2025 03/27/2025

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
MATTSON, LAUREN K	MIDDLE SCHOOL GUIDANCE COUNSELOR - LINCOLN PARK MS	01/06/2025
NETTLETON, JENNIFER F J	SPED SECONDARY RESOURCE - DENFELD	12/06/2024

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
BEAUDRY, MELINDA L	GRADE 4 - LAKEWOOD ES	07/01/2025
FLORESTANO, BRENDA L	MATHMATICS - EAST HS	06/06/2025
HAGSTROM, LINDA M	GRADE K - HOMECROFT ES	06/06/2025
KIMMES, LAURA L	ORCHESTRA - ORDEAN EAST MS	12/23/2024
KITTELSON, PATTI K	ELEM MUSIC - LAURA MAC, CHESTER CREEK	06/06/2025
OLSON, MOIRA R	HEALTH ED - MERRIT, CHESTER, ROCKRIDGE	06/06/2025

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
ANDERSON, COURTNEY A	OSS INTERMEDIATE/EAST, 40/44WKS, $19.46/HR, ANDERSON H. TRANSFER	01/02/2025
DROUILLARD, IAN T	NUTRITIONAL SERVICE ASST/LAURA MACARTHUR, 20/38WKS, $15.68HR, OLSON C. RESIGNED	01/02/2025
FANNING, TAMMY R	OFFICE SUPPORT SPECIALIST INTERMEDIATE/DENFELD, 40/44WKS, $19.46/HR, GROCHOWSKI J. TRANSFER	01/03/2025
LATSCHER, DEBRA A	SPED STUDENT SPECIFIC PARA/MERRITT CREEK, 31.25/38WKS, $22.14/HR	12/10/2024
PODEMSKI, CRAIG E B	FLOAT CUSTODIAN/DISTRICT WIDE, 40/52WKS, $18.49/HR	12/09/2024
THOMAS, EMERSEN R	SPED PROGRAM PARA LTS/LAURA MACARTHUR, 37.5/38WKS, $21.27/HR, GANZ V. PARENTAL LEAVE	01/08/2025
WALKER, SAMUEL B	PRESCHOOL PARA/LOWELL, 23/38WKS, $21.35/HR, SJOBLOM W. RESIGNED	12/16/2024
WALKER, SAMUEL B	LTS PRESCHOOL PARA/PIEDMONT, 39/38WKS, $21.35/HR, TVEDT K. CHILD CARE LEAVE	02/04/2025
WITUCKI, ASHLEY M	SPED PRESCHOOL PARA/PIEDMONT, 39/38WKS, $20.04/HR, GUILIANA C. RESIGNED	01/06/2025

NON-CERT LEAVES	POSITIONS	EFFECTIVE DATES
BLACK, JEAN T	BUS HELPER/TRANSPORTATION	10/17/2024 01/13/2025
DEHNKE, KAITLYN F	SUPERVISORY PARA/LINCOLN PARK	01/13/2025 04/18/2025
POTTS, MEGAN R	SPED PROG PARA SETTING III/IV - EAST HS	01/21/2025 04/25/2025
SAMUELSON-JOHNSON, MELANIE K	SPED PROG PARA SETTING III/IV - DENFELD HS	01/28/2025 04/01/2025
SUOMALA, TRACY M	SPED BW PARA - LAURA MAC ES	12/20/2024 01/24/2025

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
BICK, ANNIE M	BUS HELPER - TRANSPORTATION	01/24/2025
IANNUCCI, TERESA L	SPED BW PARA - LINCOLN PARK MS	02/03/2025
PAULSON, LINDSEY A	CHILD NUTRITION ASST - LINCOLN PARK MS	12/20/2024
SAMUELSON, WES A	BUS HELPER - TRANSPORTATION	01/15/2025
SMITH, LYNDSEY D	CHILD NUTRITION ASST - EAST HS	12/17/2024
STELLAR, ALYSSA L	SPED STUDENT SPECIFIC PARA SET III/IV-DENFELD HS	12/20/2024
TROMBLEY, MARISSA L	SUPERVISORY PARA - EAST HS	12/20/2024

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
FEBRUARY 11, 2025 Committee Meeting

BUDGET SUMMARY

1/10/2025

REVENUES	24-25 CURRENT YEAR ADOPTED BUDGET		24-25 CURRENT YEAR REVISED BUDGET	24-25 RECEIVED TO YEAR TO DATE	24-25 RECEIVED ENCUMBERED	24-25 BUDGET BALANCE	Percent spent
FUND	Jul-24	JULY 24-25	July -June	July -June	July -June	
General	01	$ 121,707,253.72	$ 122,253,880.37	$ 52,222,706.86	$ 1,908.13	$ 70,033,081.64	43%
Food Service	02	$ 6,000,000.00	$ 6,000,000.00	$ 2,353,444.02	$ -	$ 3,646,555.98	39%
Transportation	03	$ 6,332,190.85	$ 6,332,190.85	$ 1,611,936.91	$ -	$ 4,720,253.94	25%
Community Ed	04	$ 8,580,500.00	$ 8,668,768.02	$ 2,263,504.56	$ -	$ 6,405,263.46	26%
Operating Capital	05	$ 2,772,175.43	$ 2,772,175.43	$ 597,342.56	$ -	$ 2,174,832.87	22%
Building Construction	06	$ -	$ -	$ -	$ -	$ -	
Debt Service Fund	07	$ 28,067,285.00	$ 28,067,285.00	$ 2,326,891.19	$ -	$ 25,740,393.81	8%
Trust Fund	08	$ 276,100.00	$ 276,100.00	$ -	$ -	$ 276,100.00	0%
Dental Insurance Fund	20	$ 950,000.00	$ 950,000.00	$ 681,168.59	$ -	$ 268,831.41	72%
Student Activity	79	$ 276,264.00	$ 276,264.00	$ 250,707.08	$ -	$ 25,556.92	91%
REVENUES	**TOTALS:**	**$ 174,961,769.00**	**$ 175,596,663.67**	**$ 62,307,701.77**	**$ 1,908.13**	**$113,290,870.03**	35%

EXPENSES	24-25 CURRENT YEAR ADOPTED BUDGET		24-25 CURRENT YEAR REVISED BUDGET	24-25 EXPENSES TO YEAR TO DATE	24-25 EXPENSES ENCUMBERED	24-25 BUDGET BALANCE	
FUND	Jul-24	JULY 24-25	July - June	July -June	July - June	
General	01	$ 122,251,138.00	$ 123,307,646.53	$ 68,294,632.87	$ 2,967,298.93	$ 52,045,714.73	58%
Food Service	02	$ 6,055,998.00	$ 6,055,998.00	$ 2,786,877.18	$ 1,567,078.58	$ 1,702,042.24	72%
Transportation	03	$ 6,783,799.00	$ 6,783,799.00	$ 4,863,020.22	$ 360,072.38	$ 1,560,706.40	77%
Community Ed	04	$ 7,826,159.00	$ 7,938,065.43	$ 4,065,865.16	$ 29,613.25	$ 3,842,587.02	52%
Operating Capital	05	$ 6,720,958.43	$ 6,908,621.43	$ 5,395,684.64	$ 673,549.23	$ 839,387.56	88%
Building Construction	06	$ 993,431.57	$ 993,431.57	$ 627,830.91	$ 490.00	$ 365,110.66	63%
Debt Service Fund	07	$ 27,393,530.00	$ 27,393,530.00	$ 25,547,333.10	$ -	$ 1,846,196.90	93%
Trust Fund	08	$ 263,733.00	$ 263,733.00	$ -	$ -	$ 263,733.00	0%
Dental Insurance Fund	20	$ 929,564.00	$ 929,564.00	$ 781,960.97	$ -	$ 147,603.03	84%
Student Activity	79	$ 379,993.00	$ 379,993.00	$ 187,607.53	$ 9,904.72	$ 182,480.75	52%
EXPENSES	**TOTALS**	**$ 179,598,304.00**	**$ 180,954,381.96**	**$ 112,550,812.58**	**$ 5,608,007.09**	**$ 62,795,562.29**	65%

Extra Curricular	Fund 01 Prog 298
Revenue	$ 290,744.59
Expense	$ 338,565.10

Fundraisers Reported
January 2025

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Lester Park	Schoolwide	$1,399.85	Jostens Picture Day profit

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8738

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **Bid #1332 Uninterruptible Power Supply (UPS)**

Date: February 5, 2025

Bids for Uninterruptible Power Supply (UPS) was advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding. A contract length of one (1) year was requested.

Six (6) vendors responded with the following results:

VENDOR	TOTAL
CDW-G	**$36,118.80**
SHI	$39,996.00
QUESTIVITY	$39,754.08
ELECTRONACA INC	$63,480.00

HBS - $31,930.80 LESS THAN STELLER HISTORY & DID NOT PROVIDE REFERENCES
HOWARD TECHNOLOGY SOLUTIONS – DID NOT MEET BID REQUIREMENTS

The Technology Department (Bart Smith) and the Purchasing Department (Cathy Holman and Zachary DeCaro) reviewed the bids.

Peter Graves, Interim Manager of Technology, recommends accepting and rewarding the bid meeting specifications as submitted by CDW-G in the amount of **$36,118.80**.

Jesse Wheeler will attend the Business Committee meeting to answer any questions pertaining to this recommendation.

Program: Technology

Fund Custodian: Peter Graves/Interim Manager of Technology

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8738

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **Bid-1334.1 ISP and MAN Services**

Date: February 5, 2025

Bids for Metropolitan Area Network (MAN) communication for nineteen (19) sites and Internet Service Provider (ISP) were advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding. A contract length of five (5) years was requested.

Two (2) vendors responded with the following results:

VENDOR	**TOTAL**
SPECTRUM ENTERPRISE	$1,017,675.00
CYTRANET	$3,638,045.63

The Technology Department (Peter Graves, Jesse Wheeler and Daniel Litwin) and the Purchasing Department (Cathy Holman and Zachary DeCaro) reviewed the bids.

Peter Graves, Interim Manager of Technology, recommends accepting and rewarding the bid meeting specifications as submitted by SPECTRUM ENTERPRISE in the amount of **$1,017,675.00**.

Jesse Wheeler will attend the Business Committee meeting to answer any questions pertaining to this recommendation.

Program: Technology

Fund Custodian: Peter Graves/Interim Manager of Technology

Kelly Durick Eder, Board Chair

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8738

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **Bid-1335.1 MAN Services: Arvig Building & Tech Village Locations**

Date: February 5, 2025

Bids for Metropolitan Area Network (MAN) communication for two (2) sites were advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding. A contract length of one (1) year was requested.

Two (2) vendors responded with the following results:

VENDOR	**TOTAL**
SPECTRUM ENTERPRISE	$53,400.00
CYTRANET	$68,350.00

The Technology Department (Peter Graves, Jesse Wheeler and Daniel Litwin) and the Purchasing Department (Cathy Holman and Zachary DeCaro) reviewed the bids.

Peter Graves, Interim Manager of Technology, recommends accepting and rewarding the bid meeting specifications as submitted by SPECTRUM ENTERPRISE in the amount of **$53,400.00**.

Jesse Wheeler will attend the Business Committee meeting to answer any questions pertaining to this recommendation.

Program: Technology

Fund Custodian: Peter Graves/Interim Manager of Technology

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8700

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **BID #1336 DISTRICT 709 SOLAR POWER**

Date: January 17, 2025

Bid #1336 was open to multiple state certified contractors with two companies interested. One of the two submitted a proposal.

Two (2) vendors responded with the following results:

VENDOR	**TOTAL**
WOLF TRACK ENERGY	**$36,172.50**
IDEAL ENERGY	NO BID

Bryan Brown, Facilities Manager, recommends accepting and awarding the bid meeting specifications as submitted by WOLF TRACK ENERGY in the amount of $36,172.50.

Program: Facilities

Fund Custodian: Bryan Brown, Facilities Manager

January 16, 2025

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

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Skyler Thoreson	**Duluth Public Schools**	**11/12/2024**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

January 14, 2025

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

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Brock Brady	**Duluth Public Schools**	**1/16/2025**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

January 15, 2025

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

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Ayla Hatman	**Duluth Public Schools**	**1/16/2025**
Lyrae Raisanen	**Duluth Public Schools**	**1/16/2025**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

January 28, 2025

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

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Wyatt Arthur Stone	**Academic Excellence Online**	**1/16/2025**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

January 28, 2025

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

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Bennett Richard Hewitt Orobona	**Academic Excellence Online**	**1/16/2025**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

January 28, 2025

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

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Michael Dennis Rosenlund	**Academic Excellence Online**	**1/16/2025**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

January 28, 2025

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

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Lan Rodger Johnston	**Academic Excellence Online**	**1/16/2025**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

January 28, 2025

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

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Thomas James Fitzgerald	**Academic Excellence Online**	**1/16/2025**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

January 28, 2025

Anthony Bonds, Assistant Superintendent
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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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Wynn Robert Lobbestael	**Academic Excellence Online**	**1/16/2025**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

January 28, 2025

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

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Bella Jean Erickson	**Academic Excellence Online**	**1/16/2025**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

Duluth Public Schools
Every Student. Every Day.

Shannon Brown <shannon.brown@isd709.org>

Fwd: Mykayla Coiley Bridge Program diploma request

1 message

Tracy Robertson <tracy.robertson@isd709.org>
To: Shannon Brown <shannon.brown@isd709.org>

Fri, Jan 24, 2025 at 5:54 PM

Shannon,

Good evening. Would you please process this request? Have a great day!

Appreciatively,

Tracy Robertson
Lead Administrative Assistance
Denfeld High School
(218) 336-8830 ext. 2757
tracy.robertson@isd709.org

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

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.

---------- Forwarded message ---------
From: **Lisa Post** <christine.post@isd709.org>
Date: Wed, Jan 22, 2025 at 8:51 AM
Subject: Mykayla Coiley Bridge Program diploma request
To: Tracy Robertson <tracy.robertson@isd709.org>

Morning Tracy,

Could you request a Denfeld diploma with an effective date of 1/17/25 for the following student? Thank you, and if you could let me know when it arrives I will come pick up.

Mykayla Coiley

Christine "Lisa" Post

Work Experience Teacher
Bridge Program ISD #709

Mailbox at Denfeld High School-Bridge Program

christine.post@isd709.org
(218)626-7931 (cell)

Duluth Public Schools
Every Student. Every Day.

Shannon Brown <shannon.brown@isd709.org>

Fwd: Bridge Program diploma request for DaVahn Addy

4 messages

Tracy Robertson <tracy.robertson@isd709.org> Thu, Jan 16, 2025 at 8:45 AM
To: Shannon Brown <shannon.brown@isd709.org>

Good morning Shannon! Happy Friday Eve! Is it okay to forward these to you instead of starting a whole new email? I know, I am writing one anyway. The irony is not lost on me.

I hope you are doing well. Have a great day!

Appreciatively,

Tracy Robertson
Lead Administrative Assistance
Denfeld High School
(218) 336-8830 ext. 2757
tracy.robertson@isd709.org

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.

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---------- Forwarded message ---------
From: **Lisa Post** <christine.post@isd709.org>
Date: Thu, Jan 16, 2025 at 8:39 AM
Subject: Bridge Program diploma request for DaVahn Addy
To: Tracy Robertson <tracy.robertson@isd709.org>

Morning Tracy,

Could you request a Denfeld diploma with an effective date of 1/17/25 for the following student? Thank you, and if you could let me know when it arrives I will come pick up.

DaVahn Addy

Christine "Lisa" Post

Work Experience Teacher
Bridge Program ISD #709

Mailbox at Denfeld High School-Bridge Program

24

christine.post@isd709.org

February 4, 2025

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

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Summer Benedict	**Duluth Public Schools**	**2/4/2025**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

Duluth Public Schools
Every Student. Every Day.

Shannon Brown <shannon.brown@isd709.org>

Diploma

4 messages

Haley Anderson <haley.anderson@isd709.org> Tue, Jan 28, 2025 at 12:36 PM
To: Shannon Brown <shannon.brown@isd709.org>

Hi Shannon,
I was going to call you but couldn't seem to find your extension...
Anyways,
I was wondering if we could get a diploma early? We are needing it by March 1
We have a student that has a terminal illness, and won't make it to graduation. Kelly Flohaug directed me to talk to you about getting it ordered.

It is for Shimia Nord

Let me know of any additional info you may need

thank you,

--
Haley Anderson
Senior Office Support Specialist
Duluth East High School
301 N 40th Ave E
Duluth, MN 55804
haley.anderson@isd709.org
218.336.8845 ext. 2144

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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.

Shannon Brown <shannon.brown@isd709.org> Tue, Jan 28, 2025 at 1:00 PM
To: Haley Anderson <haley.anderson@isd709.org>

Hi Haley,

I am so sorry to hear of this...we can certainly make this happen. Respectfully, should I put the graduation date for 2025 or do you have a different date in mind?

Thanks so much.

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

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: _____ Date: _____

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: Danielle Stone Date: _____

Assistant Superintendent: ☒ Recommended ☐ Not Recommended — Name: Anthony Anderson Date: 2/11/25

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: Duluth East DECA
2. Contact Person (Responsible for Checklist Completion): Cameron Kolodge
3. Field Trip Date(s): March 2-4 Destination: Hyatt Regency Minneapolis
4. Field Trip Overview (Include events, establishments and locations): Stay for 2 nights and attend DECA State Conference at Hyatt Regency Minneapolis.
5. Field Trip Departure from School (Date and Time): Sunday March 2nd @ 7am
   Field Trip Return to School (Date and Time): Tuesday March 4th @ 9 pm (possibly 5 pm if no finalists)
6. Objectives of Field Trip: Participate in MN SCDC for DECA
7. Relationship to Curriculum or Student Learning: DECA is an International business club preparing futures in business.
8. Planned Follow-up Field Trip Activities: —
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	$ 540.00
Total Meals	$
Total Lodging	$ 314.40
Total Transportation ☒ School District Vehicle(s) ☐ Commercial Transportation Carrier ~ Name: _____ ☐ Private Vehicle (requires certificate of insurance) ~ Name: _____	$
Total Additional Stipends:	$
Other:	$
Total	$

Revenues		
District Budget	Code:	$
Booster Group		$
Donations		$
Student Fees		$
Total Additional Stipends:		$
Total		$

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

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

- [x] Develop and Communicate Student Discipline Expectations
- [x] Forward Field Trip Explanation and Fee Structure Letter Sent to Parents/Guardians
- [x] Collect Parent/Guardian Permission for Student Participation in Field Trip (Include request for special information - i.e. allergies, medications, special needs.)
- [x] Gain Access to Cell Phone for Field Trip
- [x] 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.
- [x] Plan Meal Arrangements (if necessary)
  Reminder: Notify food service of non-participation.
- [x] Plan Administration of Student Medication and First Aid Needs (if necessary)
  Guide: Contact School Nurse.
- [x] Develop and Communicate Action Plan if Student Gets Lost on Trip
- [x] 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.
- [x] Develop and Communicate Teacher and Adult Chaperone Expectations
  Example: Supervision duties, no smoking, no alcohol
- [x] Planned Itinerary

	TIME	LOCATION
Sunday	7am March 2nd	Leave Duluth East in district van, compete & test @ event
Monday	8am	Having stayed @ Hyatt in Minneapolis we compete more today @ Hyatt.
Tuesday	8am	Having stayed @ Hyatt in Minneapolis finalists compete today @ Hyatt.
Tuesday	2pm	Possibly leave unless we win then we stay until 6pm for awards.
Tues	5pm	Arrive back @ East. (9pm if we win)

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

Signature of Contact Person: _____

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- [x] Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
  Note: Attach tentative planned itinerary.
- [x] Arrange Funding of Expenses During Trip
- [x] Arrange Meal Plans
- [x] Arrange Lodging Plans and Room Assignments
- [x] Collect Family Emergency Information for Students
  Example: Home phone numbers, emergency contacts, medical information
- [x] Additional Information
  Note: Provide any additional information.

Signature of Contact Person: _____

SCDC TENTATIVE AGENDA

MINNESOTA HIGH SCHOOL DECA
MINNEAPOLIS HYATT - MARCH 2-4, 2025

SUNDAY, MARCH 2, 2025

10:00 - 11:00 AM	Conference Registration
11:00 - 12:00 NOON	Events Chairs pick up materials Principle & PFL Event Chair Orientation
12:00 NOON - 12:15 PM	Judges' Registration
12:15 PM	All Adult Assistance/Event Workers Report
12:30 PM	All Judges Seated for Orientation
12:30 - 5:00 PM	Preliminaries • Principles & Personal Financial Literacy Events • State Only Events • Integrated Marketing Campaign Events • Professional Selling & Consulting Events • Chapter Team Events • Entrepreneurship Events • Business Operations Research Events
6:00 PM	Marketing Exam - role play events
7:30 PM	Other Exams – role play events
9:00 - 10:30 PM	Opening Recognition Session – Mpls Convention Center
11:00 PM	Curfew

MONDAY, MARCH 3, 2025

8:00 - 4:00 PM	All Preliminary Role Plays • Team Decision Making Events • Principles of Business Administration Events • Individual Series Events • Personal Financial Literacy Event
10:00 AM	Principles Events & Personal Financial Literacy - Exam
1:00 - 2:30 PM	Integrated Marketing Campaign Events – Marketing Exams
2:30 – 3:45 PM	Professional Selling & Consulting Events – respective Exams
2:30 - 4:00 PM	Hypnotist Show – tentative
7:00 - 9:00 PM	Preliminary Awards – Convention Center
9:30 - 11:15 PM	Entertainment – DECA Friendly Feud, DJ & Games
10:00 PM	Advisor Networking
11:30 PM	Curfew

TUESDAY, MARCH 4, 2025

8:00 - 2:00 PM	Finals for All Events
4:00 - 6:00 PM	Grand Awards Session – Minneapolis Convention Center

06/08/10

Camp Menogyn
3/4/25 – 3/7/25

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: _____ Date: _____

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: 11-21-24

Assistant Superintendent: ☑ Recommended ☐ Not Recommended — Name: [signature] Date: 2/4/25

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: East HS AFNR Classes / FFA
2. Contact Person (Responsible for Checklist Completion): Sonja Hakanson
3. Field Trip Date(s): 3/4/25 - 3/7/25 Destination: Camp Menogyn
4. Field Trip Overview (Include events, establishments and locations): Camp Menogyn, Grand Marais MN
5. Field Trip Departure from School (Date and Time): 3/4/25 9 AM
   Field Trip Return to School (Date and Time): 3/7/25 6 PM
6. Objectives of Field Trip: Learn about local ecology, Social + emotional learning, community building, career opportunities
7. Relationship to Curriculum or Student Learning: Connects with AFNR curriculum, career exploration
8. Planned Follow-up Field Trip Activities: share experience with classes, apply for jobs if applicable
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	$ 5,145.24
Total Meals	$ 0
Total Lodging	$ 0
Total Transportation ☒ School District Vehicle(s) vans x 2 ☐ Commercial Transportation Carrier ~ Name: _____ ☐ Private Vehicle (requires certificate of insurance) ~ Name: _____	$ 1500.00
Total Additional Stipends: [redacted] 50% Friends of BWCA	$ [redacted] +2,572.62
Other: Sub x 4 days	$ 600.00
Total	$

6242.24
− 2572.62
$3,669.62

Revenues		
District Budget	Code: 79 x 220 298000	$
Booster Group	xxx 459	$
Donations		$
Student Fees		$
Total Additional Stipends:		$
Total		$ 3,669.62

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.)

> will have when students sign up

- ☒ 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. Para Jesse Schomberg
- ☒ Develop and Communicate Teacher and Adult Chaperone Expectations
  Example: Supervision duties, no smoking, no alcohol
- ☒ Planned Itinerary

See attached itinerary

TIME	LOCATION
_____	_____
_____	_____
_____	_____
_____	_____

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

Signature of Contact Person: Sara Hahn

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- ☒ Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
  Note: Attach tentative planned itinerary.
- ☒ Arrange Funding of Expenses During Trip
- ☒ Arrange Meal Plans
- ☒ Arrange Lodging Plans and Room Assignments
- ☐ Collect Family Emergency Information for Students
  Example: Home phone numbers, emergency contacts, medical information

> will have when students sign up.

- ☐ Additional Information
  Note: Provide any additional information.

Signature of Contact Person: Sara Hahn

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: Kenny Hoburg
☐ Not Recommended Date: _____

Assistant Superintendent: ☒ Recommended Name: Anthony Bruno
☐ Not Recommended Date: 2/6/25

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

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

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

1. Organization/Grade/Course Planning Trip: Duluth East High Choirs
2. Contact Person (Responsible for Checklist Completion): Paul Christenson
3. Field Trip Date(s): 4/11/25 - 4/13/25 Destination: Twin Cities
4. Field Trip Overview (Include events, establishments and locations): School exchange, performance viewing, Museum / Zoo, national anthem @ Timberwolves game, etc.
5. Field Trip Departure from School (Date and Time): 4/11/25 @ 6:00 am
   Field Trip Return to School (Date and Time): 4/13/25 @ 7:00 pm
6. Objectives of Field Trip: Performing, listening, singing, learning, & being ambassadors for ISD 709.
7. Relationship to Curriculum or Student Learning: Performance criteria, reflection-based learning, listening & responding activities
8. Planned Follow-up Field Trip Activities: Reflection, learning new music, etc

9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	$ —
Total Meals	$ 160
Total Lodging	$ 160
Total Transportation ☒ School District Vehicle(s) ☐ Commercial Transportation Carrier ~ Name: ____ ☐ Private Vehicle (requires certificate of insurance) ~ Name: ____	$ 600
Total Additional Stipends:	$ 65
Other:	$
Total	$ 325 / per student (600)

Revenues		
District Budget	Code:	$
Booster Group		$
Donations		$
Student Fees		$
Total Additional Stipends:		$
Total		$

attached

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

~~Can provide on request~~

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL ~~paul.christenson@isd709.org~~

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

- [x] Develop and Communicate Student Discipline Expectations
- [x] 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.)
- [x] Gain Access to Cell Phone for Field Trip
- [x] 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.
- [x] 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.
- [x] Develop and Communicate Action Plan if Student Gets Lost on Trip
- [x] 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. — 4 adults for 60 students
- [x] Develop and Communicate Teacher and Adult Chaperone Expectations
  Example: Supervision duties, no smoking, no alcohol
- [x] Planned Itinerary

TIME	LOCATION
_____	Attached
_____	_____
_____	_____
_____	_____

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

Signature of Contact Person: _____

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- [x] Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
  Note: Attach tentative planned itinerary.
- [x] Arrange Funding of Expenses During Trip
- [x] Arrange Meal Plans
- [x] Arrange Lodging Plans and Room Assignments
- [ ] Collect Family Emergency Information for Students
  Example: Home phone numbers, emergency contacts, medical information
- [x] Additional Information
  Note: Provide any additional information.

Signature of Contact Person: _____

MINNESOTA STATE HIGH SCHOOL LEAGUE

ELIGIBILITY STATEMENT for MUSIC CONTESTS

COMPLETE AND SEND WITH CONTEST REGISTRATION MATERIALS.
List all students who will actually participate in this contest: (Please print or type. DO NOT SEND FULL CLASS LIST.)

Student's Name	Grade	Student's Name	Grade
See attached.			

The above students are certified eligible according the the Minnesota State High School League Fine Arts Rules and Policies Manual.

Director's Signature: _____ Principal's signature: _____

NOTE: 7th and 8th grade students are NOT eligible for solo performances, 7th and 8th grade students are eligible for ensemble performance if: 1. they are a member of a major performance group (9-12) or 2. the ensemble includes at least one 9-12 grade student.

First Name	Last Name	Grade
Connor	Albertson	12
Acorn	BaeHurst	11
Madison	Blais	11
Josie	Blazevic-Seibert	10
Grace	Bringman	10
Jacqueline	Brock	11
Ryan	Clingman	12
Lucia	Dastoor	12
Audrey	Dick	11
Lydia	Eaton	11
Kira	Engen	12
Bennett	Forsman	11
Ella	Gardner	11
Axe	Halgenstaad	10
Kate	Hampton	10
Harriet	Hill	10
Arlo	Hoffman	11
Aleta	Kimber	10
Kate	Knettel	11
Abigail	Linsten	12
Van	Luoma	11
Jasper	Martinson	10
Hannah	Mason	12
Aurora	McEwen-Updegrove	11
Margaret	McMahon	12
Molly	McNamee	12
Brayden	Miller	12
Jewel	Ononogbu	12
Robert	Petersen	12
Westin	Peterson	12
Mauren	Pierson	12
Stella	Powell	11
Charlotte	Priest	11
Odin	Robinson	10
Athena	Semotuk	10
Azalea	Steffes	12
Ishani	Thakurta	10
Gracie	Winings	10
Clara	Winings	12

Kelly Hahn

2-5-25

Duluth East A'Cappella Run-Out - 2025 - Itinerary

Note: *This schedule is subject to change. These are our intended stops, but may change due to any number of factors (time, weather, etc).*

Friday

7:00am - COACH BUS opens at the front Duluth East Parking Lot

Students with a vehicle will park where their parking pass indicates

9:30am - Arrive @ St. Croix Preparatory Academy

10:30am - Perform @ St. Croix Preparatory Academy

Noon - Fast Food Stop

Students pay for their own meal here

1:30pm - Arrive @ Prior Lake High School

2:00pm - Perform @ Prior Lake High School

3:30pm - Depart for Mall of America

4:30pm - Registration at Radisson Blu @ MOA

Students pay for their own meal here

5:30pm - Depart for Target Center

7:00pm - Watch Timberwolves Game

10:30pm - Radisson Blu @ MOA

11:30pm - In Rooms

Midnight - Lights Out

Saturday

7:00am - Continental Breakfast opens at Radisson Blu @ MOA

9:30am - Depart for Como Zoo

10:00am - Arrive at Como Zoo

12:00pm - Lunch at Food Court

Students pay for their own meal here

2:00pm - Depart for MOA

3:00pm - Mall of America

Students pay for their own meal here

6:00pm - Depart for Minneapolis Orchestra Hall

6:30pm - Arrive at Minneapolis Orchestra Hall

7:00pm - Secret of the Whales performance @ Orchestra Hall
10:30pm - Return to Radisson Blu @ MOA
11:30pm - In Rooms
Midnight - Lights Out

Sunday

7:00am - Continental Breakfast opens at Fairfield Inn and Suites-O'Hare
8:30am - Checkout
9:00am - Depart for Bakken Museum
10:00am - Arrive at Bakken Museum
Noon - Depart for lunch @ Burnsville Mall
12:30pm - Arrive at Burnsville Mall
Students pay for their own meal here
2:00pm - Depart for Duluth East High School
5:00pm - Return at Duluth East High School

Adopted: _____ *MSBA/MASA Model Policy 525*

Orig. 1996

Revised: _____ *Rev. 2022*

525 VIOLENCE PREVENTION [APPLICABLE TO STUDENTS AND STAFF]

I. PURPOSE

The purpose of this policy is to recognize that violence has increased and to identify measures that the school district will take in an attempt to maintain a learning and working environment that is free from violent and disruptive behavior.

The school board is committed to promoting healthy human relationships and learning environments that are physically and psychologically safe for all members of the school community. It further believes that students are the first priority and they should be protected from physical or emotional harm during school activities and on school grounds, buses, or field trips while under school district supervision.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to strictly enforce its weapons policy (Policy 501).

B. The policy of the school district is to act promptly in investigating all acts, or formal or informal complaints, of violence and take appropriate disciplinary action against any student or staff member who is found to have violated this policy or any related policy.

C. The administration will periodically review discipline policies and procedures, prepare revisions if necessary, and submit them to the school board for review and adoption.

D. The school district will implement approved violence prevention strategies to promote safe and secure learning environments, to diminish violence in our schools, and to aid in the protection of children whose health or welfare may be jeopardized through acts of violence.

III. IMPLEMENTATION OF POLICY

A. The school board will review and approve policies to prevent and address violence in our schools. The superintendent or designee will develop procedures to effectively implement the school weapons and violence prevention policies. It shall be incumbent on all students and staff to observe all policies and report violations to the school administration.

B. The school board and administration will inform staff and students annually of policies and procedures related to violence prevention and weapons.

C. The school district will act promptly to investigate all acts and formal and informal complaints of violence and take appropriate disciplinary action against any student or staff member who is found to have violated this policy or any related policy.

D. The consequences set forth in the school weapons policy (Policy 501) will be imposed upon any student or nonstudent who possesses, uses or distributes a weapon when in a school location.

E. The consequences set forth in the school hazing policy (Policy 526) will be imposed upon any student or staff member who commits an act against a student or staff

member; or coerces a student or staff member into committing an act, that creates a substantial risk of harm to a person in order for the student or staff member to be initiated into or affiliated with an organization, or for any other purpose.

F. Students who engage in assault or violent behavior will be removed from the classroom immediately and for a period of time deemed appropriate by the principal, in consultation with the teacher, pursuant to the student discipline policy (Policy 506).

G. Students with disabilities may be expelled for behavior unrelated to their disabilities, subject to the procedural safeguards required by the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, and the Pupil Fair Dismissal Act.

H. Procedures will be developed for the referral of any person in violation of this policy or the weapons policy to the local law enforcement agency in accordance with Minnesota Statutes section 121A.05.

I. Students who wear objectionable emblems, signs, words, objects, or pictures on clothing communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership or that approves, advances, or provokes any form of religious, racial, or sexual harassment or violence against other individuals as defined in the harassment and violence policy (Policy 413) will be subject to the procedures set forth in the student dress and appearance policy (Policy 504). "Gang" as used in this policy means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. A "pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

J. This policy is not intended to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, denote gang affiliation, advocate harassment or violence against others, are likely to disrupt the education process, or cause others to react in a violent or illegal manner (Policy 504).

IV. PREVENTION STRATEGIES

The school district has adopted and will implement the following prevention strategies to promote safe and secure learning environments, to diminish violence in our schools, and to aid in the protection of children whose health or welfare may be jeopardized through acts of violence.

[Note: The school board can adopt any of the prevention strategies that it intends to implement in its schools, including some or all of the following sample strategies.]

A. Adopt a district crisis management policy to address potential violent crisis situations in the district.

B. Provide training in recognition, prevention, and safe responses to violence and development of a positive school climate.

C. Coordinate a local school security review committee or task force comprised of school officials, law enforcement, parents, students, and other youth service providers to advise on policy implementation.

D. In-service training for personnel in aspects of reporting, visibility, and supervision as deterrents to violence.

E. In-service training for personnel and school board members by experts familiar with sexual abuse, domestic violence, and personal safety issues on the following: helping students identify violence in the family and the community so that students may learn to resolve conflicts in effective, nonviolent ways; responding to a disclosure of child sexual abuse in a supportive, appropriate manner; and/or complying with mandatory reporting requirements under the Maltreatment of Minors Reporting Act.

F. Promote student safety responsibility by encouraging the reporting of suspicious individuals and unusual activities on school grounds.

G. Establish a curriculum committee that explores ways of teaching students violence prevention strategies, law-related education, and character/values education (universal values, e.g., honesty, personal responsibility, self-discipline, cooperation, and respect for others).

H. Establish clear school rules that prevent and deter violence.

I. Develop cross-cultural awareness programs to unify students of all cultures and backgrounds, to develop mutual respect and understanding of shared experiences and values among students, and to promote the message of inclusion.

J. Establish conflict resolution training, conflict management, or peer mediation programs for staff and students to teach conservative approaches to settling disputes.

K. Develop curriculum that teaches social skills such as maintaining self-control, building communications skills, forming friendships, resisting peer pressure, being appropriately assertive, forming positive relationships with adults, and resolving conflict in nonviolent ways.

L. Develop curriculum that teaches critical viewing and listening skills in analyzing mass media to recognize stereotypes, distinguish fact from fantasy, and identify differences in behavior and values that conflict with their own.

M. Develop student safety forums that both inform and elicit students' ideas about particular safety problems in the building.

N. Develop a student photo or name identification system for quick identification of the student in case of emergency.

O. Develop a staff photo or name identification system using identification badges for quick identification of unauthorized people on campus.

P. Require all visitors to check-in the main office upon their arrival and state their business at the school. A visitor badge may be issued for easy identification that the visitor is authorized to be present in the school building.

Q. Develop curriculum on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

R. Develop curriculum on child sexual abuse prevention for students, including age-appropriate instruction on recognizing sexual abuse and assault, boundary violations, and ways offenders groom or desensitize victims, as well as strategies to promote disclosure, reduce self-blame, and mobilize bystanders. The curriculum may be created in consultation with federal, state, and local agencies and community-based

organizations, including the Child Welfare Information Gateway website maintained by the United States Department of Health and Human Services, to identify research-based tools, curricula, and programs to prevent child sexual abuse.

S. Provide training to all school personnel on recognizing and preventing sexual abuse and sexual violence which may include training on mandatory reporting requirements provided on the Minnesota Department of Education's website and reviewing the Code of Ethics for Minnesota Teachers.

V. STUDENT SUPPORT

A. Students will have access to school-based student service professionals, when available, including counselors, nurses, social workers, and psychologists who are knowledgeable in methods to assist students with violence prevention and intervention.

B. Students will be apprised of school board policies designed to protect their personal safety.

C. Students will be provided with information as to school district and building rules regarding weapons and violence.

D. Students will be informed of resources for violence prevention and proper reporting.

VI. PERSONNEL

A. School district personnel shall comply with the school weapons policy (Policy 501) and the school hazing policy (Policy 526).

B. School district personnel shall be knowledgeable of violence prevention policies and report any violation to school administration immediately. School district personnel will be informed annually as to school district and building rules regarding weapons and violence prevention.

C. School district personnel or agents of the school district shall not engage in emotionally abusive acts including malicious shouting, ridicule, and/or threats or other forms of corporal punishment (Policy 507).

Legal References:
Minn. Stat. § 13.43, Subd. 16 (Personnel Data)
Minn. Stat. § 120B.22 (Violence Prevention Education)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.05 (Policy to Refer Firearms Possessor)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.64 (Notification)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. § 181.967, Subd. 5 (School District Disclosure of Violence or Inappropriate Sexual Contact)

18 U.S.C. § 921 (Definition of Firearm)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)

Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)

McIntire v. Bethel School, 804 F.Supp. 1415, 78 Educ. L.Rep. 828 (W.D. Okla. 1992)
Olesen v. Board of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820, 44 Educ. L.Rep. 205 (N.D. Ill. 1987)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 504 (Student Dress and Appearance)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)

*Adopted:*_____ *MSBA/MASA Model Policy 519*
Orig. 1995
*Revised:*_____ *Rev. 2024*

519 INTERVIEWS OF STUDENTS BY OUTSIDE AGENCIES

I. PURPOSE

There are occasions in which persons other than school district officials and employees find it necessary to speak with a student during the school day. Student safety and disruption of the educational program is of concern to the school district. The purpose of this policy is to establish the procedures for access to students by authorized individuals during the school day.

II. GENERAL STATEMENT OF POLICY

A. Generally, students may not be interviewed during the school day by persons other than a student's parents, school district officials, employees and/or agents, except as otherwise provided by law and/or this policy.

B. Requests from law enforcement officers and those other than a student's parents, school district officials, employees and/or agents to interview students shall be made through the principal's office. Upon receiving a request, it shall be the responsibility of the principal and/or assistant principal to determine whether the request will be granted. Prior to granting a request, the principal and/or assistant principal shall attempt to contact the student's parents to inform them of the request, except where otherwise prohibited by law.

III. INTERVIEWS CONDUCTED UNDER THE MALTREATMENT OF MINORS ACT

A. In the case of an investigation pursuant to the Reporting of Maltreatment of Minors Act, Minnesota Statutes Chapter 260E, a local welfare agency, the agency responsible for investigating the report, and a local law enforcement agency may interview, without parental consent, an alleged victim and any minors who currently reside with or who have resided with the alleged perpetrator. The interview may take place at school and during school hours. School district officials will work with the local welfare agency, the agency responsible for investigating the report, or law enforcement agency to select a place appropriate for the interview. When it is possible and the report alleges substantial child endangerment or sexual abuse, the interview may take place outside the presence of the alleged offender and may take place prior to any interviews of the alleged offender.

[NOTE: This change is found in Minnesota Statutes, section 260E.22.]

B. If the interview took place or is to take place on school district property, an order of the juvenile court pursuant to Minnesota Statutes, Chapter 260E may specify that school district officials may not disclose to the parent, legal custodian, or guardian the contents of the notification of intent to interview the child on school district property and/or any other related information regarding the interview that may be a part of the child's record. The school district official must receive a copy of the order from the local welfare or law enforcement agency.

C. When the local welfare agency, local law enforcement agency, or agency responsible for assessing or investigating a report of maltreatment determines that an interview should take place on school district property, school district officials must receive written notification of intent to interview the child on school district property prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an

interview on school district property. Where the interviews are conducted by the local welfare agency, the notification must be signed by the chair of the local social services agency or the chair's designee. The notification is private educational data on the student. School district officials may not disclose to the parent, legal custodian or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded, unless a school employee or agent is alleged to have maltreated the child. Until school district officials receive said notification, all inquiries regarding the nature of the investigation or assessment should be directed to the local welfare or law enforcement agency or the agency responsible for assessing or investigating a report of maltreatment shall be solely responsible for any disclosure regarding the nature of the assessment or investigation.

D. School district officials shall have discretion to reasonably schedule the time, place, and manner of an interview by a local welfare or local law enforcement agency on school district premises. However, where the alleged perpetrator is believed to be a school district official or employee, the local welfare or local law enforcement agency will have discretion to determine where the interview will be held. The interview must be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school district officials and the local welfare or law enforcement agency. However, school district officials must yield to the discretion of the local welfare or law enforcement agency concerning other persons in attendance at the interview. School district officials will make every effort to reduce the disruption to the educational program of the child, other students, or school staff when an interview is conducted on school district premises.

E. Students shall not be taken from school district property without the consent of the principal and/or assistant principal and without proper warrant.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

First Reading: 02.11.25

*Adopted:*_____ *MSBA/MASA Model Policy 519*
Orig. 1995
*Revised:*_____ *Rev. 2024*

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E. Students shall not be taken from school district property without the consent of the principal and without proper warrant.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district and site administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school site in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored site specific crisis management plans for each school site in the school district, and sections or procedures may be added or deleted in those crisis management plans based on site needs.

The school district will engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their site specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy and the District Emergency Operations Plan (EOP) have been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each site administrator can tailor a site specific crisis management plan to meet that site's specific situation and needs.

The school district's administration and/or the administration of each site shall present tailored site specific crisis management plans to the District Emergency Operations Committee (EOC) for review and approval. The site specific crisis management plans will include crisis-specific procedures. Upon approval by the EOC, such crisis management plans shall be an addendum to the District Emergency Operations Procedure Manual (EOP). This EOP and the site specific plans will be maintained and updated on an annual basis.

B. District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by site administrators when creating their site specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the Site Emergency Operations Committee. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each site in the school district will have access to a copy of the Emergency Operations Plan (EOP) to assist in the development of building-specific crisis management plans.

   All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical,

sensory, motor, developmental, and mental health challenges.

2. Crisis-Specific Procedures.

The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

Note: The Emergency Operations Plan can be found on the district staff website at https://www.isd709.org/staff/emergency-planning-management

3. School Emergency Response Teams

a. Composition. The administrator at each site will select a school emergency response team (Site Emergency Operations Committee or EOC) that will be trained to respond to emergency situations. All Site EOC members will receive ongoing training to carry out the District EOP and Site Specific EOP and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability Site EOC members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the site administrator. Each site will maintain a current list of Site EOC members which will be updated annually. The site administrator, and alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office.

[Note: The Emergency Operations Plan has a sample Site Emergency Operations Committee list.]

b. Leaders. The site administrator or designee will serve as the leader of the Site EOC and will be the primary contact for emergency response officials. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's EOP and their own Site EOP. Each school's Site EOP shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant Site EOP and shall receive periodic training on plan implementation.

2. Students and Families The District's EOP shall set forth how students and families are made aware of the district's Emergency Procedures. Students shall receive specific instruction on plan implementation and shall participate in a

required number of drills and practice sessions throughout the school year.

B. Training and Preparation for Emergencies

The Emergency Operations Plan includes training procedures and requirements for students and staff.

1. The Emergency Operations Plan includes training procedures and requirements for students and staff.

2. Required safety drills will be coordinated and documented at each site by the site facilities staff and school administrator.

C. Facility Diagrams and Site Plans

All school sites will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a site. Facility diagrams and site plans will be maintained by the site administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each site will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the Site Specific EOP, and updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific site in need of emergency services.

School district plans will set forth a process to internally communicate an emergency to rapidly convey emergency information to multiple site designees. Each plan will identify multiple methods of communication for both internal and district wide use.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school sites. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing, and to plan for the needs of areas where a public address system may not be heard clearly.

F. Early School Closure Procedures

The Superintendent or designee will make decisions about closing school or sites as early in the day as possible. The early school closure procedures will set forth the

criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school site web sites), and will discuss the factors to be considered in closing and reopening a school or site.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent or designee has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent or designee will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. District and School Mental Health Recovery Teams

The District and/or School Mental Health Recovery Team procedures will set forth the procedure for initiating Crisis Response Recovery Plans. The procedures will utilize available resources including the social workers, counselors, community crisis recovery teams, or others in the community. The District and/or School Mental Health Recovery Team procedures will be used whenever the Superintendent or the site administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or death by suicide.

IV. ACTIVE SHOOTER DRILL

Duluth Public Schools does not perform Active Shooter Simulations. We conduct lockdown drills, referred to below and by state statute as "active shooter drills". The district would follow state statute if active shooter simulations were ever used.

A. Definitions

1. "Active shooter drill," called a Lockdown Drill in Duluth Public Schools, means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter or lockdown drill.

3. "Evidence-based" means a program or practice that demonstrates any of the following:

   a. a statistically significant effect on relevant outcomes based on any of the following:

      i. strong evidence from one or more well designed and well implemented experimental studies;

      ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

      iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or

   b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided

to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons.

Note: Duluth Public Schools does not conduct Active Shooter simulations.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating. Each site will publish tentative drill dates at the beginning of the school year. These tentative dates may be shared via school newsletter and will also appear on the calendar on the school website.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations. If a parent or guardian chooses to opt their child out of active shooter drills (lockdown drills) the parent or guardian will be required to meet with administration to discuss the importance of the drills and how drills are being conducted in an age appropriate, trauma informed manner. If the parent or guardian still chooses opt out as their preference, the student then will go through the information with a principal, social worker, counselor, case manager, or other appropriate staff member. Other alternative education opportunities may be presented to teach the skill without using a drill format.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above. If a parent or guardian has chosen to opt their child out of drills, at the meeting with administration the team will determine what the child will do while the school is conducting a drill. Options include allowing the student to sit in an office or conference room during a drill, keeping the student out of school during a drill, or other alternatives as determined by the parent or guardian and administrator.

F. Active Shooter Simulations

Duluth Public Schools will not conduct Active Shooter Simulations.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class

period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

   a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

   b. the importance of taking threats seriously and seeking help; and

   c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity.

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

   a. student opportunities for leadership related to prevention and safety;

   b. encouragement and support to students in establishing clubs and programs focused on safety; and

   c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and

2. the effect of active shooter drills on the mental health and wellness of students and staff.

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

Note: Additional specific procedures can be found in the Emergency Operations Plan located on the district staff website at https://www.isd709.org/staff/emergency-planning-management

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school sites.

The school district shall implement procedures to minimize outside entry into school

sites except at designated check-in points and assure that all doors are locked prior to and after regular site hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

Legal References:
Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
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Minn. Stat. § 326B.02, Subd. 6 (Powers)
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20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References:
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
ISD 709 Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
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Comprehensive School Safety Guide
Minnesota School Safety Center - Resources (mn.gov)
ISD 709 Emergency Operations Plan
ISD 709 Emergency Site Specific Operations Plan

Replacing: Policy 5123, 4040, 4040R
First Reading: 1/22/2019
Adopted: 2/26/2019
First Reading: 1/14/2025
Second Reading: 2/11/2025
Adopted: 2/25/2025

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district and site administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school site in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored site specific crisis management plans for each school site in the school district, and sections or procedures may be added or deleted in those crisis management plans based on site needs.

The school district will engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their site specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy and the District Emergency Operations Plan (EOP) have been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each site administrator can tailor a site specific crisis management plan to meet that site's specific situation and needs.

The school district's administration and/or the administration of each site shall present tailored site specific crisis management plans to the District Emergency Operations Committee (EOC) for review and approval. The site specific crisis management plans will include crisis-specific procedures. Upon approval by the EOC, such crisis management plans shall be an addendum to the District Emergency Operations Procedure Manual (EOP). This EOP and the site specific plans will be maintained and updated on an annual basis.

B. District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by site administrators when creating their site specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the Site Emergency Operations Committee. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each site in the school district will have access to a copy of the Emergency Operations Plan (EOP) to assist in the development of building-specific crisis management plans.

   All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical,

sensory, motor, developmental, and mental health challenges.

2. Crisis-Specific Procedures.

The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

Note: The Emergency Operations Plan can be found on the district staff website at https://www.isd709.org/staff/emergency-planning-management

3. School Emergency Response Teams

a. Composition. The administrator at each site will select a school emergency response team (Site Emergency Operations Committee or EOC) that will be trained to respond to emergency situations. All Site EOC members will receive ongoing training to carry out the District EOP and Site Specific EOP and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability Site EOC members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the site administrator. Each site will maintain a current list of Site EOC members which will be updated annually. The site administrator, and alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office.

[Note: The Emergency Operations Plan has a sample Site Emergency Operations Committee list.]

b. Leaders. The site administrator or designee will serve as the leader of the Site EOC and will be the primary contact for emergency response officials. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's EOP and their own Site EOP. Each school's Site EOP shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant Site EOP and shall receive periodic training on plan implementation.

2. Students and Families The District's EOP shall set forth how students and families are made aware of the district's Emergency Procedures. Students shall receive specific instruction on plan implementation and shall participate in a

required number of drills and practice sessions throughout the school year.

B. Training and Preparation for Emergencies

The Emergency Operations Plan includes training procedures and requirements for students and staff.

1. The Emergency Operations Plan includes training procedures and requirements for students and staff.

2. Required safety drills will be coordinated and documented at each site by the site facilities staff and school administrator.

C. Facility Diagrams and Site Plans

All school sites will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a site. Facility diagrams and site plans will be maintained by the site administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each site will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the Site Specific EOP, and updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific site in need of emergency services.

School district plans will set forth a process to internally communicate an emergency to rapidly convey emergency information to multiple site designees. Each plan will identify multiple methods of communication for both internal and district wide use.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school sites. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing, and to plan for the needs of areas where a public address system may not be heard clearly.

F. Early School Closure Procedures

The Superintendent or designee will make decisions about closing school or sites as early in the day as possible. The early school closure procedures will set forth the

criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school site web sites), and will discuss the factors to be considered in closing and reopening a school or site.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent or designee has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent or designee will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. District and School Mental Health Recovery Teams

The District and/or School Mental Health Recovery Team procedures will set forth the procedure for initiating Crisis Response Recovery Plans. The procedures will utilize available resources including the social workers, counselors, community crisis recovery teams, or others in the community. The District and/or School Mental Health Recovery Team procedures will be used whenever the Superintendent or the site administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or death by suicide.

IV. ACTIVE SHOOTER DRILL

Duluth Public Schools does not perform Active Shooter Simulations. We conduct lockdown drills, referred to below and by state statute as "active shooter drills". The district would follow state statute if active shooter simulations were ever used.

A. Definitions

1. "Active shooter drill," called a Lockdown Drill in Duluth Public Schools, means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter or lockdown drill.

3. "Evidence-based" means a program or practice that demonstrates any of the

following:

a. a statistically significant effect on relevant outcomes based on any of the following:

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4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

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B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

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Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons.

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D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating. Each site will publish tentative drill dates at the beginning of the school year. These tentative dates may be shared via school newsletter and will also appear on the calendar on the school website.

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3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations. If a parent or guardian chooses to opt their child out of active shooter drills (lockdown drills) the parent or guardian will be required to meet with administration to discuss the importance of the drills and how drills are being conducted in an age appropriate, trauma informed manner. If the parent or guardian still chooses opt out as their preference, the student then will go through the information with a principal, social worker, counselor, case manager, or other appropriate staff member. Other alternative education opportunities may be presented to teach the skill without using a drill format.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above. If a parent or guardian has chosen to opt their child out of drills, at the meeting with administration the team will determine what the child will do while the school is conducting a drill. Options include allowing the student to sit in an office or conference room during a drill, keeping the student out of school during a drill, or other alternatives as determined by the parent or guardian and administrator.

F. Active Shooter Simulations

Duluth Public Schools will not conduct Active Shooter Simulations.

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1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the

following:

a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

b. the importance of taking threats seriously and seeking help; and

c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity.

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

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b. encouragement and support to students in establishing clubs and programs focused on safety; and

c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and

2. the effect of active shooter drills on the mental health and wellness of students and staff.

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

Note: Additional specific procedures can be found in the Emergency Operations Plan located on the district staff website at https://www.isd709.org/staff/emergency-planning-management

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The school district shall implement procedures mandating visitor sign in and visitors in school sites.

The school district shall implement procedures to minimize outside entry into school sites except at designated check-in points and assure that all doors are locked prior to and after regular site hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

Legal References:
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ISD 709 Emergency Site Specific Operations Plan

Replacing: Policy 5123, 4040, 4040R
First Reading: 1/22/2019
Adopted: 2/26/2019
First Reading: 1/14/2025
Second Reading: 2/11/2025

806 CRISIS MANAGEMENT POLICY

[Note: The Commissioner of the Minnesota Department of Education (Commissioner) is required to maintain and make available to school boards and charter schools a Model Crisis Management Policy. See Minnesota Statutes section 121A.035. School boards and charter schools must adopt a Crisis Management Policy to address potential crisis situations in their school districts or charter schools. Id. This Model Crisis Management Policy was originally the result of a collaborative effort among the Minnesota Department of Education, Division of Compliance and Assistance; the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management; and the Minnesota School Boards Association.]

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district and site ~~building~~ administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school site ~~building~~ in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored site~~building~~-specific crisis management plans for each school site ~~building~~ in the school district, and sections or procedures may be added or deleted in those crisis management plans based on site needs.

The school district will~~, to the extent possible,~~ engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their site~~building~~-specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy and the District Emergency Operations Procedure Manual (EOP) has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each site~~building~~ administrator can tailor a site~~buidling~~-specific crisis management plan to meet that site~~building~~'s specific situation and needs.

The school district's administration and/or the administration of each site ~~buidling~~ shall present tailored site~~building~~-specific crisis management plans to the District Emergency Operations Committee (EOC) ~~school board~~ for review and approval. The site~~building~~-specific crisis management plans will include ~~general crisis procedures and~~ crisis-specific procedures. Upon approval by the EOC ~~school board~~, such crisis management plans shall be an addendum to the District Emergency Operations Procedure Manual (EOP) ~~this Crisis Management Policy~~. This EOP ~~Policy~~ and the site specific plans will be maintained and updated on an annual basis.

B. ~~Elements of the~~ District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by site ~~building~~ administrators when creating their site

~~building~~ specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the Site Emergency Operations Committee ~~emergency first responder response team~~. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each site ~~building~~ in the school district will have access to a copy of the Emergency Operations Plan (EOP) ~~of the Comprehensive School Safety Guide (2011 Edition)~~ to assist in the development of building-specific crisis management plans.

All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

~~***[Note: More specific information on planning for children with special needs can be found in the Comprehensive School Safety Guide (2011 Edition) and United States Department of Education's document entitled, "Practical Information on Crisis Planning, a Guide for Schools and Communities." A website link is provided in the resource section of this Policy.]***~~

~~a. Lock-Down Procedures. Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.~~

~~***[Note: Minnesota State law requires a minimum of five school lock-down drills each school year. See Minnesota Statutes, section 121A.035.]***~~

~~b. Evacuation Procedures. Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day.~~

~~***[Note: Minnesota State law requires a minimum of five school fire drills, consistent with* Minnesota Statutes, section *299F.30, and one school tornado drill each school year. See Minnesota Statutes section121A.035.]***~~

~~c. Sheltering Procedures. Sheltering provides refuge for students, staff,~~

~~and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or his or her designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building specific crisis management plan.~~

~~***[Note: The Comprehensive School Safety Guide (2011 Edition) has sample lock-down procedures, evacuation procedures, and sheltering procedures.]***~~

~~1. Stay Safe or Leave Safe~~

~~a. Duck and Cover~~
~~b. Lockdown~~
~~c. Shelter In Place~~
~~d. Evacuate the Site~~
~~e. Evacuate Off-Site~~
~~f. All Clear~~

2. Crisis-Specific Procedures.

The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

Note: The Emergency Operations Plan can be found on the district staff website at https://www.isd709.org/staff/emergency-planning-management

~~***[Note: The Comprehensive School Safety Guide (2011 Edition) includes crisis-specific procedures.]***~~

~~**[NOTE: The 2024 Minnesota legislature enacted permissive language stating that a school board "may adopt the model cardiac emergency response plan provided by" the Commissioner (as of June 4, 2024, a response plan is not yet available.]**~~

~~2. Emergency Procedures~~

~~a. Accidents at School~~
~~b. Aircraft Crash~~
~~c. Allergic Reaction~~
~~d. Animal Disturbance~~
~~e. Assault and/or Battery~~
~~f. Armed Assault on Campus~~
~~g. Biological or Chemical Release~~
~~h. Bomb Threat~~
~~i. Bus Disaster~~
~~j. Death/Serious Injury~~
~~k. Disorderly Conduct~~
~~l. Explosion/Risk of Explosion~~

~~3. Procedures for Reuniting Students and Parents/Guardian(s) in the Event of an Emergency~~

~~a. Fire in Surrounding Area~~
~~b. Fire on School Grounds~~
~~c. Flooding~~
~~d. Gun or Weapon on Campus~~
~~e. Loss or Failure of Utilities~~
~~f. Medical Emergencies~~
~~g. Missing or Lost Child/Child Abduction~~
~~h. Motor Vehicle Crash~~
~~i. Psychological Trauma~~
~~j. Searches~~
~~k. Severe Weather~~
~~l. Sexual Assault/Harassment~~
~~m. Suicide/Mental Health Emergency~~
~~n. Suspected Contamination of Food or Water~~
~~o. Suspicious Behavior/Packages~~
~~p. Threat of Violence~~
~~q. Unlawful Demonstration/Walkout~~

~~A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of the designee when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. Each site in the school district will have access to a copy of the district's Emergency Response Crisis Management Manual to assist in the development of site-specific crisis management plans. Finally, all site specific procedures will address specific procedures for children with special needs such as physical, sensory, motor, developmental, and mental health challenges.~~

~~3~~ 4. School Emergency Response ~~Crisis Management~~ Teams

a. Composition. The ~~site building~~ administrator ~~in~~ at each ~~school~~ site ~~building~~ will select a school emergency response team (Site Emergency Operations Committee or EOC) that will be trained to respond to emergency situations. All Site EOC ~~school emergency response crisis management team~~ members will receive ongoing training to carry out the ~~building's~~ ~~emergency response crisis management plans~~ District EOP and Site Specific EOP and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability~~, to the extent possible,~~ Site EOC ~~school emergency response crisis management team~~ members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the site ~~building~~ administrator. Each site ~~building~~ will maintain a current list of Site EOC ~~school emergency response crisis management team~~ members which will be updated annually. The site ~~building~~ administrator, and ~~his or her~~ alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office~~, or in a secondary location in single site building school districts~~.

[Note: The Emergency Operations Plan ~~The Comprehensive School Safety Guide (2011 Edition)~~ has a sample Site Emergency Operations Committee ~~School Emergency Response Team~~ list.]

b. Leaders. The site ~~building~~ administrator or ~~his or her~~ ~~their~~ designee will serve as the leader of the Site EOC ~~school emergency response crisis management team~~ and will be the primary contact for emergency response officials. ~~In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the emergency response team.~~ When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's EOP ~~Crisis Management Policy~~ and their own ~~site's~~ ~~building's crisis management plan~~ Site EOP. Each school's Site EOP ~~site building specific crisis management plan~~ shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant Site EOP ~~site building specific crisis management plans~~ and shall receive periodic training on plan implementation.

2. Students and Families ~~Parents~~. ~~Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school site building. Each school district's site building specific crisis management plan~~ The District's EOP shall set forth how students and ~~parents~~ families are made aware of the district's Emergency Procedures ~~and school specific plans~~. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

~~B. Planning and Preparing for Fire~~

~~1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)~~

~~***[Note: Evacuation areas at least 50 feet from school buildings are recommended but not mandated by statute or rule. Evacuation areas should be selected based on safety and the individual school site's proximity to streets, traffic patterns, and other hazards.]***~~

~~2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel,~~

~~fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.~~

~~3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.~~

~~4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.~~

~~5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minnesota Statutes section 299F.30. See Minnesota Statutes, section 121A.035.~~

~~***[Note: The State Fire Marshal advises schools to defer fire drills during the winter months.]***~~

~~6. A record of fire drills conducted at the building will be maintained in the building administrator's office.~~

~~***[Note: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample fire drills schedule and log.]***~~

~~7. The school district will have prearranged sites for emergency sheltering and transportation as needed.~~

~~8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.~~

~~***[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, has a sample fire procedure form, evacuation/relocation and student reunification/release procedures, and planning for student reunification.]***~~

B. Training and Preparation for Emergencies

The Emergency Operations Plan includes training procedures and requirements for students and staff.

1. The Emergency Operations Plan includes training procedures and requirements for students and staff. ~~The district administration will ensure proper training and response preparation for emergencies on an annual basis. Administration is responsible for training employees and students on emergency procedures at each site.~~

2. Required safety drills will be coordinated and documented at each site by the

site facilities staff and school administrator.

[Note: Minnesota State law requires a minimum of five school lock-down drills each school year. See Minnesota Statutes, section 121A.035.]

[Note: Minnesota State law requires a minimum of five school fire drills, consistent with* Minnesota Statutes, section *299F.30, and one school tornado drill each school year. See Minnesota Statutes section121A.035.]

~~3. The school district has prearranged sites for emergency sheltering and transportation as needed. The emergency sheltering locations are identified in the school's emergency response crisis management classroom guide.~~

C. Facility Diagrams and Site Plans

All school sites ~~buildings~~ will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a site ~~building~~. Facility diagrams and site ~~building~~ plans will be maintained by the site ~~building~~ administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

~~[Note: For single building school districts, such as charter schools, a secondary location for the diagrams and site plans will be included in the district's Crisis Management Policy and may include filing documents with a charter school sponsor, or compiling facility diagrams and site plans and on a CD Rom and distributing copies to first responders or sharing the documents with first responders during the crisis planning process.]~~

[Note: To the extent data contained in facility diagrams and site plans constitute security information pursuant to Minnesota Statutes section 13.37, school districts are advised to consult with appropriate officials and/or legal counsel prior to dissemination of the facility diagrams or site plans to anyone other than first responders.]

D. Emergency Telephone Numbers

Each site will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the Site Specific EOP ~~school district office, or at a secondary location for single site building school districts~~, and ~~will be~~ updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific site ~~building~~ in need of emergency services.

School district plans will set forth a process to internally communicate an emergency~~, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff~~ to rapidly convey emergency information to ~~a~~ multiple site ~~building~~ designees. Each plan will identify ~~a primary and secondary~~ multiple methods of communication for both internal and ~~secondary~~ district wide use. ~~It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.~~

~~[Note: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample Emergency Phone Numbers list.]~~

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school sites ~~buildings~~. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing, and to plan for the needs of areas where a public address system may not be heard clearly.

~~The site building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's site building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.~~

F. Early School Closure Procedures

The Superintendent or designee will make decisions about closing school or sites ~~buildings~~ as early in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school site ~~building~~ web sites), and will discuss the factors to be considered in closing and reopening a school or site ~~building~~.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

~~[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, provides universal procedures for severe weather shelter.]~~

G. Media Procedures

The superintendent or designee has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent or designee will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

~~[Note: The Comprehensive School Safety Guide (2011 Edition), under the~~

~~***Response section, has a sample Media Procedures form.]***~~

~~H. Behavioral Health Crisis Intervention Procedures~~

~~Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:~~

~~1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.~~

~~2. Designate specific rooms as private counseling areas.~~

~~3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.~~

~~4. Prohibit media from interviewing or questioning students or staff.~~

~~5. Provide follow-up services to students and staff who receive counseling.~~

~~6. Resume normal school routines as soon as possible.~~

H. District and School ~~Crisis~~ Mental Health Recovery Teams

The District and/or School ~~Crisis~~ Mental Health Recovery Team procedures will set forth the procedure for initiating Crisis Response Recovery Plans. The procedures will utilize available resources including the social workers, counselors, community crisis recovery teams, or others in the community. The District and/or School ~~Crisis~~ Mental Health Recovery Team procedures will be used whenever the Superintendent or the site administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or death by suicide.

~~I. Long-Term Recovery Intervention Procedures~~

~~Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:~~

~~1. Physical/structural recovery.~~

~~2. Fiscal recovery.~~

~~3. Academic recovery.~~

~~4. Social/emotional recovery.~~

~~***[Note: The Comprehensive School Safety Guide (2011 Edition), under the Recovery section, addresses the recovery components in more detail.]***~~

IV. ACTIVE SHOOTER DRILL

Duluth Public Schools does not perform Active Shooter Simulations. We conduct lockdown drills, referred to below and by state statute as "active shooter drills". The district would follow state statute if active shooter simulations were ever used.

A. Definitions

1. "Active shooter drill," called a Lockdown Drill in Duluth Public Schools, means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter or lockdown drill.

3. "Evidence-based" means a program or practice that demonstrates any of the following:

   a. a statistically significant effect on relevant outcomes based on any of the following:

      i. strong evidence from one or more well designed and well implemented experimental studies;

      ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

      iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or

   b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons.
Note: Duluth Public Schools does not conduct Active Shooter Drill simulations.
~~An active shooter drill must not be combined or conducted consecutively with any other type of emergency preparedness drill. An active shooter drill must be accompanied by an announcement prior to commencing. The announcement must use concise and age-appropriate language and, at a minimum, inform students there is no immediate danger to life and safety.~~

~~D. Notice~~

~~1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating.~~

~~2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.~~

~~3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.~~

~~E. Participation in Active Shooter Drills~~

~~Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above.~~

F. Active Shooter Simulations

Duluth Public Schools will not conduct Active Shooter Simulations.

~~A student must not be required to participate in an active shooter simulation. An active shooter simulation must not take place during regular school hours if a majority of students are present, or expected to be present, at the school. A parent or legal guardian of a student in grades 9 through 12 must have the opportunity to opt their student into participating in an active shooter simulation.~~

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

   a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

   b. the importance of taking threats seriously and seeking help; and

   c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity.

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

   a. student opportunities for leadership related to prevention and safety;

   b. encouragement and support to students in establishing clubs and programs focused on safety; and

   c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and

2. the effect of active shooter drills on the mental health and wellness of students and

staff.

~~V. SAMPLE PROCEDURES INCLUDED IN THIS POLICY~~

~~Sample procedures for the various hazards/emergencies listed below are attached to this Policy for use when drafting specific crisis management plans. Additional sample procedures may be found in the Response section of the *Comprehensive School Safety Guide* (2011 Edition). After approval by the school board, an adopted procedure will become an addendum to the Crisis Management Policy.~~

~~A. Fire~~

~~B. Hazardous Materials~~

~~C. Severe Weather: Tornado/Severe Thunderstorm/Flooding~~

~~D. Medical Emergency~~

~~E. Fight/Disturbance~~

~~F. Assault~~

~~G. Intruder~~

~~H. Weapons~~

~~I. Shooting~~

~~J. Hostage~~

~~K. Bomb Threat~~

~~L. Chemical or Biological Threat~~

~~M. Checklist for Telephone Threats~~

~~N. Demonstration~~

~~O. Suicide~~

~~P. Lock-down Procedures~~

~~Q. Shelter-In-Place Procedures~~

~~R. Evacuation/Relocation~~

~~S. Media Procedures~~

~~T. Post-Crisis Procedures~~

~~U. School Emergency Response Team~~

~~V. Emergency Phone Numbers~~

~~W. Highly Contagious Serious Illness or Pandemic Flu~~

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

Note: Additional specific procedures can be found in the Emergency Operations Plan located on the district staff website at https://www.isd709.org/staff/emergency-planning-management

[Note: School buildings must maintain ~~Material~~ Safety Data Sheets (~~M.~~S.D.S.) for all chemicals on campus. State law, federal law, and OSHA require that pertinent staff have access to ~~M.~~S.D.S. in the event of a chemical accident.]

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school sites ~~buildings~~. ~~See MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)~~.

The school district shall implement procedures to minimize outside entry into school sites ~~buildings~~ except at designated check-in points and assure that all doors are locked prior to and after regular site ~~building~~ hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

[Note: The Every Student Succeeds Act, 20* United States Code section *6301, et seq.; Title IX, 20* United States Code section *1681, et seq.; and the Unsafe School Choice Option, 20* United States Code section *7912, require school districts to establish such transfer procedures.]

~~D. Radiological Emergencies at Nuclear Generating Plants~~ [OPTIONAL]

~~School districts within a 10-mile radius of the Monticello or Prairie Island nuclear power plants will implement crisis plans in the event of an accident or incident at the power plant.~~

~~Questions relative to the creation or implementation of such plans will be directed to the Minnesota Department of Public Safety.~~

Legal References:
Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)

Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References:
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
ISD 709 ~~MSBA/MASA~~ Policy 413 (~~Prohibiting~~ Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
ISD 709 ~~MSBA/MASA~~ Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
Comprehensive School Safety Guide
Minnesota School Safety Center - Resources (mn.gov)
ISD 709 Emergency Operations Plan ~~Response Crisis Management Manual~~
ISD 709 Emergency Site Specific Operations Plan ~~Response Crisis Management Manual~~

Replacing: Policy 5123, 4040, 4040R
First Reading: 1/22/2019
Adopted: 2/26/2019 ISD 709

4040 SAFETY OF STUDENTS, STAFF, AND PUBLIC

Every reasonable precaution must be taken to protect the safety of students, employees, and other citizens present on School District property or at school approved events. It is the basic responsibility of all supervisory personnel to assure that safe conditions exist and that those who they supervise use safe practices for the conduct of their work. In addition, all students and employees shall adhere to Occupational Safety and Health Act Rules, Right to Know laws and rules, and such other safety regulations as may be promulgated from time to time by the Superintendent. The rules and regulations are to be on file in the School District's Department of Human and Community Resources and Relations.

Adopted: 01-16-1990 ISD 709
Revised: 06-20-1995 ISD 709

4040R SCHOOL DISTRICT SECURITY PROCEDURES

1. All district employees shall wear a pictured identification badge during their normal workday while on or in school district property. The badge will indicate the first initial and last name of the employee and the school or building assigned to. The badge must be visible.
2. When an employee changes his/her work site, a new identification badge will be issued.
3. An employee working less than a full year will leave his/her ID badge at their work site at the end of their contract year.
4. Students will be released from school during the day only through the office.
5. All senior high students shall carry a student ID card and present it when requested.
6. Middle and senior high students in the hallways during the time classes are in session shall carry a pass and present it when requested.
7. A senior high student who cannot produce an ID card should be escorted to the office. If he/she refuses to cooperate, he/she will be reported immediately to the principal or assistant principal.
8. Parent and community volunteers will be issued a volunteer badge which must be worn and visible.
9. All visitors during the school day will report to the office and request a visitor badge. The principal/designee will approve or deny the request. If approved, a visitor badge will be issued and required to be worn and visible. A standard district notice of this requirement will be posted at all entrances. The exception to this requirement is when a school program is held during the day and parents are in attendance.
10. All staff are expected to welcome any unidentified person and direct him/her to the office.
11. A visitor who refuses to comply with the security procedures will be asked to leave. If that request is refused, the police will be notified.
12. All schools will have designated entrances. The remaining exterior doors will be locked and exit only during the school day.
13. Each site shall have a crisis management plan in place. The plan shall contain standard procedures for emergencies as determined by the district. The plan shall be reviewed and updated each fall.
14. All employees of companies and contractors doing work on school district property while school is in session will wear a school district issued identification badge

Adopted: 12-15-1998 ISD 709

503 STUDENT ATTENDANCE

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and

the student to solve attendance problems.

b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

a. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to any member of the board, a truant officer, a principal, or the superintendent. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.

b. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school.

c. The board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.

d. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

(1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:

(a) child illness, medical, dental, orthodontic, or counseling appointments; including appointments conducted through telehealth.;

(b) family emergencies;

(c) the death or serious illness or funeral of an immediate family member;

(d) active duty in any military branch of the United States;

(e) the child has a condition that requires ongoing treatment for a mental health diagnosis; or

(f) other exemptions included in this attendance policy:
(1) College campus visits
(2) Extreme weather conditions considered by the parent/guardian to be too dangerous for the student to attend school
(3) Driver's examination. The school requires documentation in order for this to be considered an excused absence.
(4) Prearranged personal or family vacations
(5) Non-school competitions or events, parent/guardian may request an excused absence for participation in a non-school sponsored athletic, dramatic or musical event. The request must be in writing in avance of the first absence and arrangements will be made to complete missed schoolwork

(2). that the child has already completed state and district standards required for graduation from high school; or

(3). that it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause.

c. Consequences of Excused Absences

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

(3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency or placement in a partial hospitalization program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to

be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

(1) Truancy. An absence by a student which was not approved by the parent and/or the school district.

(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.

(3) Work at home.

(4) Work at a business, except under a school-sponsored work release program.

(5) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).

(6) Any other absence not included under the attendance procedures set out in this policy:
(1) Working on school assignments or preparing for exams at home
(2) Personal or family vacation that is not pre-arranged with school administration
(3) Oversleeping or missing alarms
(4) Volunteer work not related to school programming
(5) Missed transportation as scheduled

b. Consequences of Unexcused Absences

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.

(3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

   a. Students tardy at the start of school must report to the school office for an admission slip.

   b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

   Valid excuses for tardiness are:

   a. Illness.

   b. Serious illness in the student's immediate family.

   c. A death or funeral in the student's immediate family or of a close friend or relative.

   d. Medical, dental, orthodontic, or mental health treatment.

   e. Court appearances occasioned by family or personal action.

   f. Physical emergency conditions such as fire, flood, storm, etc.

   g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

   a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

   b. Three unexcused tardies are equivalent to one unexcused absence.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

III. RELIGIOUS OBSERVANCE ACCOMMODATION

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

IV. DISSEMINATION OF POLICY

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

V. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under

Minnesota Statutes section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;

8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

Legal References: Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious Observance) Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)

Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

Replacing:	Policy 5025
First Reading:	03-22-2016
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Second Reading:	02-11-2025
Adopted:	02-25-2025

503 STUDENT ATTENDANCE

[NOTE: The provision of this policy substatially reflect statutory requirements.]

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the

administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

a. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to any member of the board, a truant officer, a principal, or the superintendent. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.

[NOTE: This paragraph quotes Minnesota Statutes, section 120A.22.]

b~~a~~. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. ~~A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.~~

[NOTE: The school district may choose to include subparagraph (b).]

c. The board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.

d~~b~~. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

(1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:

(a) child illness, medical, dental, ~~or~~ orthodontic ~~treatment~~, or ~~a~~ counseling appointments; including appointments conducted through telehealth.;

(b) family emergencies;

(c) the death or serious illness or funeral of an immediate family member;

(d) active duty in any military branch of the United States;

(e) the child has a condition that requires ongoing treatment for a mental health diagnosis; or

(f) other exemptions included in this attendance policy~~.~~:

(1) College campus visits
(2) Extreme weather conditions considered by the parent/guardian to be too dangerous for the student to attend school
(3) Driver's examination. The school requires documentation in order for this to be considered an excused absence.
(4) Prearranged personal or family vacations
(5) Non-school competitions or events, parent/guardian may request an excused absence for participation in a non-school sponsored athletic, dramatic or musical event. The request must be in writing in avance of the first absence and arrangements will be made to complete missed schoolwork

(2). that the child has already completed state and district standards required for graduation from high school; or

(3). that it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause.

[NOTE: Subparagraph 3 above incorporates the 2024 amendment to Minnesota Statutes, section 120A.22, subdivision 12.]

~~(1) Absences where the guardian has notified school within 24 hours of absence.~~

~~(1) Illness.~~

~~(2) Serious illness in the student's immediate family.~~

~~(3) A death or funeral in the student's immediate family or of a close friend or relative.~~

~~(4) Medical, dental, orthodontic or mental health treatment/appointments.~~

~~(5) Court appearances occasioned by family or personal action.~~

~~(6) Religious instruction not to exceed three hours in any week.~~

~~(7) Physical emergency conditions such as fire, flood, storm, etc.~~

~~(8) Official school field trip or other school-sponsored outing.~~

~~(9) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.~~

~~(10) Family emergencies.~~

~~(11) Active duty in any military branch of the United States.~~

~~(12) A student's condition that requires ongoing treatment for a mental health diagnosis.~~

[Note: In 2024, the Minnesota legislature amended Minnesota Statutes, section 120A.22, subdivision 12. The legitimate exceptions set forth above quote this statute. Minnesota law provides that a school board may include other exemptions in the school district's attendance policy. When considering whether to add other exemptions, school boards should consider the intent of the compulsory attendance law, which recognizes the educational value of regular attendance and class participation, and whether the proposed exemption is consistent with the intent of the law.]

c. Consequences of Excused Absences

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) Students will be allowed 2 days to makeup work for every day absent upon return to school ~~Work missed because of absence must be made up within ____ days from the date of the student's return to school~~. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

(3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency or placement in a partial hospitalization program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

(1) Truancy. An absence by a student which was not approved by the parent and/or the school district.

(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.

(3) Work at home.

(4) Work at a business, except under a school-sponsored work release program.

~~(5) Vacations with family.~~

~~(6) Personal trips to schools or colleges~~.

(5) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).

(6) Any other absence not included under the attendance procedures set out in this policy~~.~~:

(1) Working on school assignments or preparing for exams at home
(2) Personal or family vacation that is not pre-arranged with school administration
(3) Oversleeping or missing alarms
(4) Volunteer work not related to school programming
(5) Missed transportation as scheduled

b. Consequences of Unexcused Absences

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.

(3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

~~(4) Students with unexcused absences shall be subject to discipline in the following manner:~~

~~(a) From the first through the _____ cumulated unexcused absence in a [quarter or semester] the student will not be allowed to make up work missed due to such absence.~~

~~(b) After the _____ cumulated unexcused absence in a [quarter or semester], a student's parent or guardian will be notified by certified mail that his or her child is nearing a total of _____ unexcused absences and that, after the _____ unexcused absence, the student's grade shall be reduced by one increment for each unexcused absence thereafter.~~

~~(c) After such notification, the student or his or her parent or guardian may, within a reasonable time, request a conference with school officials regarding the student's absences and the prescribed discipline. The notification will state that the school strongly urges the student's parent or guardian to request such a conference.~~

~~(d) After _____ cumulative unexcused absences in a [quarter or semester] the teacher will reduce the student's letter grade by one increment for each unexcused absence thereafter (i.e. A to A-). However, prior to reducing the student's grade, an administrative conference must be held among the principal, student, and parent.~~

~~(e) After _____ cumulated unexcused absences in a [quarter or semester], the administration may impose the loss of academic credit in the class or classes from which the student has been absent. However, prior to loss of credit, an administrative conference must be held among the principal, student, and parent.~~

~~(f) If the result of a grade reduction or loss of credit has the effect of an expulsion, the school district will follow the procedures set forth in the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.~~

[NOTE: MSBA encourages school boards to consider whether

imposition of academic penalties for unexcused absences is consistent with the district's mission and pedagogical approach. If a school board determines that academic penalties should not be imposed, section 2(b) should be deleted or rewritten.]

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

   a. Students tardy at the start of school must report to the school office for an admission slip.

   b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

   Valid excuses for tardiness are:

   a. Illness.

   b. Serious illness in the student's immediate family.

   c. A death or funeral in the student's immediate family or of a close friend or relative.

   d. Medical, dental, orthodontic, or mental health treatment.

   e. Court appearances occasioned by family or personal action.

   f. Physical emergency conditions such as fire, flood, storm, etc.

   g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

   a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

   b. ~~Consequences of tardiness may include detention after _____ unexcused tardies. In addition, _____~~ Three unexcused tardies are equivalent to one unexcused absence.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

III. RELIGIOUS OBSERVANCE ACCOMMODATION

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

IV. DISSEMINATION OF POLICY

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

V. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse

for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;

8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

[NOTE: Where truancy services and programs under Minnesoat Statutes, chapter 260A are available within the school district, the following provisions should also be included in the policy.]

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

Legal References: Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious Observance) Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)

Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

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516 STUDENT MEDICATION AND TELEHEALTH

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering non emergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication or telehealth during the school day. Any reference to prescription or prescribed medication or drugs in this policy includes over the counter (OTC) medication, with the exception of non prescription pain medication possession for secondary students (see section K, number 7 for requirement). The school district's licensed school nurse, trained health assistant, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. DRUG AND MEDICATION REQUIREMENTS

A. Administration of Drugs and Medicine

1. The administration of medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.

2. Drugs and medicine subject to Minnesota Statutes, 121A.22 must be administered, to the extent possible, according to school board procedures that must be developed in consultation with:

   a. with a licensed nurse, in a district that employs a licensed nurse under Minnesota Statutes, section 148.171;

   b. with a licensed school nurse, in a district that employs a licensed school nurse licensed under Minnesota Rules, part 8710.6100;

   c. with a public or private health-related organization, in a district that contracts with a public or private health or health-related organization, according to Minnesota Statutes, 121A.21; or

   d. with the appropriate party, in a district that has an arrangement approved by the Commissioner of the Minnesota Department of Education, according to Minnesota Statutes, 121A.21.

3. Exclusions

   The provisions on administration of drugs and medicine above do not apply to drugs or medicine that are:

   a. used by a pupil who is 18 years old or older;

   b. used in connection with services for which a minor may give effective consent;

   c. used in situations in which, in the judgment of the school personnel, including a licensed nurse, who are present or available, the risk to the pupil's life or health is of such a nature that drugs or medicine should be given without delay;

d. used off the school grounds;

e. used in connection with athletics or extracurricular activities;

f. used in connection with activities that occur before or after the regular school day;

g. provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law;

h. prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:

   a. the school district has received a written authorization each school year from the pupil's parent permitting the student to self-administer the medication;

   b. the inhaler is properly labeled for that student; and

   c. the parent has not requested school personnel to administer the medication to the student.

   In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

   If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers.

i. epinephrine auto-injectors, consistent with Minnesota Statutes, section 121A.2205, if the parent and prescribing medical professional annually inform the pupil's school in writing that

   a. the pupil may possess the epinephrine or

   b. the pupil is unable to possess the epinephrine and requires immediate access to epinephrine auto-injectors that the parent provides properly labeled to the school for the pupil as needed.

j. For the purposes of Minnesota Statutes, 121A.22, special health treatments and health functions, such as catheterization, tracheostomy suctioning, and gastrostomy feedings, do not constitute administration of drugs or medicine.

k. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.

B. Prescription Medication

1. An "Authorization to Administer Medication" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes section 152.22, Subd. 6.

2. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label. Over the counter medications must be in a properly labeled container and have the manufacturer's recommendations clearly written.

3. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.

4. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Paragraph III.A.3(i) above), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).

5. The school must be notified immediately by the parent or student 18 years old or older of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.

6. The school nurse, or other designated person, shall be responsible for the filing of the Authorization to Administer Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.

7. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.

8. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

C. Nonprescription Medication

A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. Over the counter medications must be in a properly labeled container and have the manufacturer's recommendations clearly written. The parent or guardian must submit written authorization for the student to self-administer the medication

each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any rug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

D. Possession and Use of Epinephrine Auto-Injectors

At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

1. possess epinephrine auto-injectors; or

2. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

For the purposes of this policy, "instructional day" is defined as eight hours for each student contact day.

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's Section 504 plan.

Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel, including a licensed nurse, to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with Minnesota Statutes, section 121A.2208 is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

Effective July 1, 2024, registered nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol as authorized under Minnesota Statutes, section 148.235, subdivision 8. Notwithstanding any limitation in Minnesota Statutes, sections 148.171 to 148.285, licensed practical nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol that does not reference a specific patient and that specifies the circumstances under which the epinephrine auto-injector is to be administered, when caring for a patient whose condition falls within the protocol.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

E. Sunscreen

A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

F. Procedure regarding unclaimed drugs or medications

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.

2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section§ 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.

3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section§ 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

A. Beginning October 1, 2024, to the extent space is available, the school district must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.

B. The space must provide a student privacy to receive mental health care.

C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the district or school policy governing acceptable use of the school-issued device.

D. A school may require a student requesting access to space under this section to submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently

receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.

Legal References:
Minn. Stat. § 13.32 (Student Health Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.216 (Access to Space for Mental Health Care through Telehealth)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 148.171 (Definitions; Title)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Rule 8710.6100 (School Nurse)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References: MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Replacing: Policy 6180 (Medication Administration in School)
Policy 6180R (Procedures of Administration of Medication During the School Day)
First Reading: 09.19.2023
Second Reading: 10.17.2023
Adopted: 10.17.2023
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516 STUDENT MEDICATION AND TELEHEALTH

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering non emergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication or telehealth during the school day. Any reference to prescription or prescribed medication or drugs in this policy includes over the counter (OTC) medication, with the exception of non prescription pain medication possession for secondary students (see section K, number 7 for requirement). The school district's licensed school nurse, trained health assistant, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. DRUG AND MEDICATION REQUIREMENTS

[NOTE: The June 2024 Model Policy 516 revisions include insertion of headings and rearrangement of paragraphs so that similar content is grouped together. School boards can choose whether to make these revisions.]

A. Administration of Drugs and Medicine

1. The administration of ~~prescription~~ medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.

2. Drugs and medicine subject to Minnesota Statutes, 121A.22 must be administered, to the extent possible, according to school board procedures that must be developed in consultation with:

   a. with a licensed nurse, in a district that employs a licensed nurse under Minnesota Statutes, section 148.171;

   b. with a licensed school nurse, in a district that employs a licensed school nurse licensed under Minnesota Rules, part 8710.6100;

   c. with a public or private health-related organization, in a district that contracts with a public or private health or health-related organization, according to Minnesota Statutes, 121A.21; or

   d. with the appropriate party, in a district that has an arrangement approved by the Commissioner of the Minnesota Department of Education, according to Minnesota Statutes, 121A.21.

   [NOTE: Paragraph III.A.2 had appeared in a different spot in previous versions of this model policy. In June 2024, the paragraph is located here and is updated to reflect 2024 legislative changes.]

3. Exclusions

   [Note: The provisions of III.A.3 are optional. The school board may choose to include or exclude any of the provisions specified. These exclusions appeared in previous versions of this model policy.]

The provisions on administration of drugs and medicine above do not apply to drugs or medicine that are:

a. ~~purchased without a prescription;~~

b. used by a pupil who is 18 years old or older;

c. used in connection with services for which a minor may give effective consent;

d. used in situations in which, in the judgment of the school personnel, including a licensed nurse, who are present or available, the risk to the pupil's life or health is of such a nature that drugs or medicine should be given without delay;

e. used off the school grounds;

f. used in connection with athletics or extracurricular activities;

g. used in connection with activities that occur before or after the regular school day;

h. provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law;

i. prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:

   a. the school district has received a written authorization each school year from the pupil's parent permitting the student to self-administer the medication;

   b. the inhaler is properly labeled for that student; and

   c. the parent has not requested school personnel to administer the medication to the student.

   In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

   If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers.

j. epinephrine auto-injectors, consistent with Minnesota Statutes, section 121A.2205, if the parent and prescribing medical professional annually inform the pupil's school in writing that

   a. the pupil may possess the epinephrine or

   b. the pupil is unable to possess the epinephrine and requires

immediate access to epinephrine auto-injectors that the parent provides properly labeled to the school for the pupil as needed.

k. For the purposes of Minnesota Statutes, 121A.22, special health treatments and health functions, such as catheterization, tracheostomy suctioning, and gastrostomy feedings, do not constitute administration of drugs or medicine.

l. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.

B. Prescription Medication

1. An "Authorization to Administer Medication" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes section 152.22, Subd. 6.

~~C.~~ 2. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label. Over the counter medications must be in a properly labeled container and have the manufacturer's recommendations clearly written.

~~D.~~ 3. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.

~~E.~~ 4. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Paragraph III.A.3(i) above ~~Part J.5. below~~), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).

~~F.~~ 5. The school must be notified immediately by the parent or student 18 years old or older of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.

~~H.~~ 6. The school nurse, or other designated person, shall be responsible for the filing of the Authorization to Administer Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.

~~G.~~ 7. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.

~~I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minnesota Statutes section 121A.21).~~

[NOTE: This paragraph is moved to Paragraph III.A.3 above, where it is updated to reflect 2024 legislative changes.]

~~J.~~ 8. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

[NOTE: Starting in June 2024, the exceptions appear under Article III.A.3 above.]

~~K. Specific Exceptions:~~

~~1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;~~

~~2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;~~

~~3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;~~

~~4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;~~

~~5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:~~

~~a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;~~

~~b. the inhaler is properly labeled for that student; and~~

~~c. the parent has not requested school personnel to administer the medication to the student.~~

~~The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.~~

~~If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;~~

~~6. Medications:~~

~~a. that are used off school grounds;~~

~~b. that are used in connection with athletics or extracurricular activities; or~~

~~c. that are used in connection with activities that occur before or after the regular school day are not governed by this policy.~~

C. ~~7.~~ Nonprescription Medication

A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. Over the counter medications must be in a properly labeled container and have the manufacturer's recommendations clearly written. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any rug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

D. ~~8.~~ Possession and Use of Epinephrine Auto-Injectors

At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

1. ~~a.~~ possess epinephrine auto-injectors; or

2. ~~b.~~ if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

For the purposes of this policy, "instructional day" is defined as eight hours for each student contact day.

[NOTE: Minnesota law states that "the school board of the school district must define instructional day for the purposes of Minnesota Statutes, 121A.2205." A sample definition appears above. School districts can create a definition that fits their circumstances.]

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's ~~§~~ Section 504 plan.

~~M.~~ Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel, including a licensed nurse, to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with Minnesota Statutes, section 121A.2208 ~~this section~~ is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

Effective July 1, 2024, registered nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol as authorized under Minnesota Statutes, section 148.235, subdivision 8. Notwithstanding any limitation in Minnesota Statutes, sections 148.171 to 148.285, licensed practical nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol that does not reference a specific patient and that specifies the circumstances under which the epinephrine auto-injector is to be administered, when caring for a patient whose condition falls within the protocol.

[NOTE: The paragraph above was signed into law in May 2024. It is new model policy language.]

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

E. ~~9.~~ Sunscreen

A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

~~L. "Parent" for students 18 years old or older is the student.~~

~~N~~F. Procedure regarding unclaimed drugs or medications

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.

2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section§ 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.

3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section§ 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the

prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

A. Beginning October 1, 2024, to the extent space is available, the school district must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.

B. The space must provide a student privacy to receive mental health care.

C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the district or school policy governing acceptable use of the school-issued device.

D. A school may require a student requesting access to space under this section to submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.

[NOTE: The Minnesota legislature enacted Article IV in the spring 2024.]

Legal References:
Minn. Stat. § 13.32 (Student Health Data)
Minn. Stat. § 121A.21 (School Health Services ~~Hiring of Health Personnel~~)
Minn. Stat. § 121A.216 (Access to Space for Mental Health Care through Telehealth)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 148.171 (Definitions; Title)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Rule 8710.6100 (School Nurse)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act ~~Improvement Act of 2004~~)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References:
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)
~~Policy 4035 (Drug-Free Workplace)~~
~~Policy 4036 (Drug and Alcohol Testing)~~

~~Policy 4036R (Drug and ALcohol Testing Regulations)~~

Replacing:	Policy 6180 (Medication Administration in School) Policy 6180R (Procedures of Administration of Medication During the School Day)
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Reviewed:	

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPS FROM SCHOOL GROUNDS

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to use a restrictive procedure or remove, if necessary, a student with an individualized education program (IEP) from school grounds.

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct, which, in the judgment of school personnel, endangers or may endanger the health, safety, o property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

A. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.

B. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.

C. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

D. "Physical holding" means physical intervention intended to hold a child immobile or limit a child's movement, where body contact is the only source of physical restraint, and where immobilization is used to effectively gain control of a child in order to protect a child or other individual from physical injury.

E. The phrase "remove the student from school grounds" is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.

F. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

G. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).

H. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. REMOVAL OF STUDENTS FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health and safety, or property of the student, other students or staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the school resource officer or a peace officer.

B. Removal By School Resource Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the school resource officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their

responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

1. In removing a student from school grounds, a building administrator, other crisis team members, or the school resource officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to self or another.

2. In removing a student from school grounds, school resource officers and school district personnel are further prohibited from engaging in the following conduct:

   a. Corporal punishment prohibited by Minnesota Statutes section 121A.58;

   b. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;

   c. Totally or partially restricting a child's senses as punishment;

   d. Denying or restricting a child's access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;

   e. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota Statutes Chapter 260E;

   f. Physical holding (as defined in Minnesota Satutes section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;

   g. Withholding regularly scheduled meals or water; and/or

   h. Denying a child access to toilet facilities.

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal or use of a restrictive procedure.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minnesota Statuets section 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67 (Removal by Police Officer)
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Act)
34 C.F.R. § 300.535 (Referral to Action by Law Enforcement and Judicial Authorities)

Cross References:
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment and Prone Restraint)
MSBA/MASA Model Policy 507.5 (School Resource Officers)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

Replacing:	Policy 5093
First Reading:	05.17.2016
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First Reading:	05.16.2023
Second Reading:	06.20.2023
Adopted:	06.20.2023
Reviewed:	02.25.2025

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPS FROM SCHOOL GROUNDS

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to use a restrictive procedure or remove, if necessary, a student with an individualized education program (IEP) from school grounds.

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct, which, in the judgment of school personnel, endangers or may endanger the health, safety, o property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

A. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.

B. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.

C. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

D. "Physical holding" means physical intervention intended to hold a child immobile or limit a child's movement, where body contact is the only source of physical restraint, and where immobilization is used to effectively gain control of a child in order to protect a child or other individual from physical injury.

[NOTE: This definition is added to provide clarity for discussion of physical holds later in this policy and in light of recent Minnesota legislative action.]

~~D. "Police liaison officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement~~

~~assistance and support to the building administration and to promote school safety, security, and positive relationships with students.~~

E. The phrase "remove the student from school grounds" is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.

F. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

[NOTE: The 2024 Minnesota legislature enacted this definition of "school resource officer." MSBA deleted the definition of "police liaison officer" as part of this change. School districts should use the term that reflects their local circumstances.]

~~F~~G. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).

~~G~~H. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. REMOVAL OF STUDENTS FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health and safety, or property of the student, other students or staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the ~~police liaison~~ school resource officer or a peace officer.

B. Removal By ~~Police Liaison~~ School Resource Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the ~~police liaison~~ school resource officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may

endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school

personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

1. In removing a student from school grounds, a building administrator, other crisis team members, or the ~~police liaison~~ school resource officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to self or another.

2. In removing a student from school grounds, ~~police liaison~~ school resource officers and school district personnel are further prohibited from engaging in the following conduct:

   ~~1~~a. Corporal punishment prohibited by Minnesota Statutes section 121A.58;

   ~~2~~b. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;

   ~~3~~c. Totally or partially restricting a child's senses as punishment;

   ~~4~~d. Denying or restricting a child's access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;

   ~~5~~e. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota Statutes Chapter 260E;

   ~~6~~f. Physical holding (as defined in Minnesota Satutes section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;

   ~~7~~g. Withholding regularly scheduled meals or water; and/or

   ~~8~~h. Denying a child access to toilet facilities.

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal or use of a restrictive procedure.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minnesota Statuets section 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67 (Removal by Police Officer)
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)

Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Act)
34 C.F.R. § 300.535 (Referral to Action by Law Enforcement and Judicial Authorities)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 507 (Corporal Punishment and Prone Restraint)
MSBA/MASA Model Policy 507.5 (School Resource Officers)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

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Adopted:	06.20.2023
Reviewed:	

535 SERVICE ANIMALS IN SCHOOLS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Service Animal

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

B. Handler

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

C. Work or Tasks

1. "Work or tasks" are those functions performed by a service animal.

2. Examples of "work or tasks" include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

D. Trainer

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

IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school- sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.

B. It is an unfair discriminatory practice to prohibit ~~a~~ person with a disability from taking a service animal into the public place or conveyance to aid persons with disabilities, and if the service animal is properly harnessed or leashed so that the person with a disability may maintain control of the service animal.

C. The school district shall not require a person with a disability to make an extra payment or pay an additional charge when taking a service animal into any school district building.

D. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:

1. Is the service animal required because of a disability; and

2. What work or tasks is the service animal trained to perform.

E. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.

F. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

V. REQUIREMENTS FOR ALL SERVICE ANIMALS

A. The service animal must be required for the individual with a disability.

B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.

C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).

D. The service animal must be housebroken.

E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to

relieve itself, including the proper disposal of the service animal's waste.

F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.

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

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

VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

A. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.

B. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:

1. Any of the requirements described in Part V., above, are not met.

2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;

3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or

4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.

B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES

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

A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;

B. Whether the handler has sufficient control of the miniature horse;

C. Whether the miniature horse is housebroken; and

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

IX. ALLERGIES; FEAR OF ANIMALS

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

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

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

XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES

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

XII. LIABILITY

A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.

B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

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

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

First Reading: 05.17.2022
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Reviewed: 02.25.2025

535 SERVICE ANIMALS IN SCHOOLS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Service Animal

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

B. Handler

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

C. Work or Tasks

1. "Work or tasks" are those functions performed by a service animal.

2. Examples of "work or tasks" include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

D. Trainer

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

IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school- sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.

B. It is an unfair discriminatory practice to prohibit ~~a~~ person with a disability from taking a service animal into the public place or conveyance to aid persons with disabilities, and if the service animal is properly harnessed or leashed so that the person with a disability may maintain control of the service animal.

C. The school district shall not require a person with a disability to make an extra payment or pay an additional charge when taking a service animal into any school district building.

[NOTE: The 2024 Minnesota legislature revised Minn. Stat. 3631.19, as reflected in Paragraphs B. and C.]

~~B~~D. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:

1. Is the service animal required because of a disability; and

2. What work or tasks is the service animal trained to perform.

~~C~~E. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.

~~D~~F. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

V. REQUIREMENTS FOR ALL SERVICE ANIMALS

A. The service animal must be required for the individual with a disability.

B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.

C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective

means).

D. The service animal must be housebroken.

E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.

F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.

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

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

VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

A. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.

B. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:

1. Any of the requirements described in Part V., above, are not met.

2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;

3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or

4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.

B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES

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

A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;

B. Whether the handler has sufficient control of the miniature horse;

C. Whether the miniature horse is housebroken; and

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

IX. ALLERGIES; FEAR OF ANIMALS

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

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

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

XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES

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

XII. LIABILITY

A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.

B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

Legal References: Section 504 of the Rehabilitation Act of 1973
28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136 (ADA Regulations)

20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
Minn. Stat. § 256C.02 (Public Accommodations for Persons with Disabilities)
Minn. Stat. § 363A.19 (Discrimination Against ~~Blind, Deaf, or Other Persons with Physical or Sensory~~ Disabilities Prohibited)
Minn. Stat. § 609.226 (Harm Caused by Dog)
Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

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

First Reading: 05.17.2022
Second Reading: 10.18.2022
Adopted: 10.18.2022
Reviewed:

608 INSTRUCTIONAL SERVICES – SPECIAL EDUCATION

I. PURPOSE

The purpose of this policy is to set forth the position of the school board on the need to provide special educational services to some students in the school district.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that some students need special education and further recognizes the importance of providing a free appropriate public education and delivery system for students in need of special education.

III. CHILDREN BIRTH THROUGH AGE SIX EXPERIENCING DEVELOPMENTAL DELAYS

A. "Child with a disability" means a child identified under federal and state special education law as deaf or hard-of-hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of the Minnesota Department of Children, Youth, and Families for children from birth through age two and by the rules of the Commissioner of the Minnesota Department of Education for all other children. A licensed physician, an advanced practice registered nurse, a physician assistant, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability.

B. In addition to Paragraph A, every child under age three and, at local district discretion, every child from age three through age six, who needs special instruction and services, as determined by the rules of the Commissioner of the Minnesota Department of Children, Youth, and Families for children under age three and by the rules of the Commissioner of the Minnesota Department of Education for children ages three through six, because the child has a substantial delay or has a diagnosed physical or mental condition or disorder with a high probability of resulting in developmental delay is a child with a disability.

C. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner of the Minnesota Department of Children, Youth, and Families for children from birth through age two and by the rules of the Commissioner of the Minnesota Department of Education for all other children, is not a child with a disability.

IV. RESPONSIBILITIES

A. The school board accepts its responsibility to identify, evaluate, and provide special education and related services for students with disabilities who are properly the responsibility of the school district and who meet the criteria to qualify for special education and related services as set forth in Minnesota and federal law.

B. The school district shall ensure that all qualified students with disabilities are provided special education and related services which are appropriate to their educational needs.

C. When such services require or result from interagency cooperation, the school district shall participate in such interagency activities in compliance with applicable federal and state law.

D. The school district may conduct an assessment for developmental adapted physical education, as defined in Minnesota Rules, part 3525.1352, as a stand-alone evaluation without conducting a comprehensive evaluation of the student in accordance with prior written notice provisions in Minnesota Statutes, section 125A.091, subdivision 3a. A parent or guardian may request that the school district conduct a comprehensive evaluation of the parent's or guardian's student.

Legal References:
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 125A.02 (Child with a Disability Defined)
Minn. Stat. § 125A.027 (Rulemaking)
Minn. Stat. § 125A.03 (Special Instruction for Children with a Disability)
Minn. Stat. § 125A.08 (Individualized Education Programs)
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
Minn Stat. § 125A.29 (Responsibilities of County Boards and School Boards)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)

Cross References:
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Replacing: Policy 5155
Adopted: 02.20.2016
Reviewed: 02.25.2025

608 INSTRUCTIONAL SERVICES – SPECIAL EDUCATION

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B. In addition to Paragraph A, every child under age three and, at local district discretion, every child from age three through age six, who needs special instruction and services, as determined by the rules of the Commissioner of the Minnesota Department of Children, Youth, and Families for children under age three and by the rules of the Commissioner of the Minnesota Department of Education for children ages three through six, because the child has a substantial delay or has a diagnosed physical or mental condition or disorder with a high probability of resulting in developmental delay is a child with a disability.

C. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner of the Minnesota Department of Children, Youth, and Families for children from birth through age two and by the rules of the Commissioner of the Minnesota Department of Education for all other children, is not a child with a disability.

[NOTE: The 2024 Minnesota legislature revised these provisions in part to account for the responsibilities of the new Department of Children, Youth, and Families. The provisions quote Minnesota Statutes, section 125A.02.]

~~III~~IV. RESPONSIBILITIES

A. The school board accepts its responsibility to identify, evaluate, and provide special education and related services for students with disabilities who are properly the responsibility of the school district and who meet the criteria to qualify for special education and related services as set forth in Minnesota and federal law.

B. The school district shall ensure that all qualified students with disabilities are provided special education and related services which are appropriate to their educational needs.

C. When such services require or result from interagency cooperation, the school district shall participate in such interagency activities in compliance with applicable federal and state law.

D. The school district may conduct an assessment for developmental adapted physical education, as defined in Minnesota Rules, part 3525.1352, as a stand-alone evaluation without conducting a comprehensive evaluation of the student in accordance with prior written notice provisions in Minnesota Statutes, section 125A.091, subdivision 3a. A parent or guardian may request that the school district conduct a comprehensive evaluation of the parent's or guardian's student.

[NOTE: The 2024 Minnesota legislature enacted paragraph D. This provision is permissive, not mandatory. A school board can decide whether to add it to a policy.]

Legal References:
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 125A.02 (~~Definition of~~ Child with a Disability Defined)
Minn. Stat. § 125A.027 (Rulemaking)
Minn. Stat. § 125A.03 (Special Instruction for Children with a Disability)
Minn. Stat. § 125A.08 (Individualized Education Programs)
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
Minn Stat. § 125A.29 (~~District Obligations~~ Responsibilities of County Boards and School Boards)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education ~~Improvement~~ Act ~~of 2004~~)

Cross References:
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Replacing: Policy 5155
Adopted: 2/20/2016
Reviewed:

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and Minnesota Rules parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

"Authorized representative" means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

"Biometric record," as referred to in "Personally Identifiable," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

"Dates of attendance," as referred to in "Directory Information," means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

1. Under federal law, "directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time);participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most

recent educational agency or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

a. a student's social security number;

b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;

c. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;

d. personally identifiable data which references religion, race, color, social position, or nationality; or

e. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

[NOTE: Under the federal Family Educational Rights and Privacy Act (FERPA), the federal definition of "directory information" identifies the types of information that may be specifically referenced as directory information. The federal definition applies to information requests by military recruiting officers, as set out in Article XI below.]

2. Under Minnesota law, a school district may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information."

Minnesota law prohibits schools from designating student contact information as "directory information" despite the FERPA definition. Minnesota schools should comply with Minnesota law and should not include student contact information in their definition of "directory information."

E. Education Records

1. What constitutes "education records." Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.

2. What does not constitute education records. The term "education records" does not include:

a. Records of instructional personnel that are:

(1) kept in the sole possession of the maker of the record;

(2) used only as a personal memory aid;

(3) not accessible or revealed to any other individual except a temporary substitute teacher; and

(4) destroyed at the end of the school year.

b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

(1) maintained separately from education records;

(2) maintained solely for law enforcement purposes; and

(3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which:

(1) are made and maintained in the normal course of business;

(2) relate exclusively to the individual in that individual's capacity as an employee; and

(3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:

(1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

(2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;

2. Perform a supervisory or instructional task directly related to the student's education;

3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; or

4. Perform a task directly related to responding to a request for data.

J. Parent

"Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

"Responsible authority" means Executive Director of Business Services and Finance Simone Zunich.

N. Student

"Student" includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

P. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;

2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;

4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;

5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;

6. The right to be informed about rights under the federal law; and

7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations section 99.31(a).

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

   a. a specification of the records to be disclosed;

   b. the purpose or purposes of the disclosure;

   c. the party or class of parties to whom the disclosure may be made;

   d. the consequences of giving informed consent; and

   e. if appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:

   a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and

   b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

   a. identifies and authenticates a particular person as the source of the electronic consent; and

   b. indicates such person's approval of the information contained in the electronic consent.

5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

   a. in plain language;

b. dated;

c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

d. specific as to the nature of the information the subject is authorizing to be disclosed;

e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and

g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:

a. performs an institutional service or function for which the school district would otherwise use employees;

b. is under the direct control of the school district with respect to the use and maintenance of education records; and

c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;

3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code, section 7917, and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

   a. determine eligibility for the aid;

   b. determine the amount of the aid;

   c. determine conditions for the aid; or

   d. enforce the terms and conditions of the aid.

   "Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

   a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

   b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom

the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;

9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;

10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 ~~U.S.C. §~~ United States Code, section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or

student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;

14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;

15. To the parent of a student who is not an eligible student or to the student himself or herself;

16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota

Statutes section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

23. When requested, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;

2. Pursuant to a statute specifically authorizing access to the private data; or

3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:

   a. Minnesota Statutes, section 13.32, subdivision 5; and

   b. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, section 99.37, which were in effect on January 3, 2012.

2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under this section.

3. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only

contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein.

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.

2. The school district shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:

   a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;

   b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

   c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI.

4. A parent or eligible student may not opt out of the directory information disclosures to:

   a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or

   b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;

2. Home address;

3. School presently attended by student;

4. Parent's legal relationship to student, if applicable; and

5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

   a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the

request to deny access;

b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;

c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;

d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and

e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes Chapter 260E , written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes Chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes Chapter 260E, as soon as practicable after a school receives information regarding an incident

that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

2. A complainant has access to a statement he or she provided to the school district.

3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes section 13.393.

4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

   a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

   b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or

   c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance

of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40, *et seq*.

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;

2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and

3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority Executive Director of Business Services and Finance in writing by Oct. 1st each year. The written request must include the following information:

1. Name of student and parent, as appropriate;

2. Home address;

3. Student's grade level;

4. School presently attended by student;

5. Parent's legal relationship to student, if applicable;

6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and

7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.

D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

   a. The disclosures meet the requirements of Section VI. of this policy; and

   b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code, section 14071. However, the school district must provide the notification required in Section

XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;

2. Titles and addresses of person(s) responsible for the security of student records;

3. Location of student records, by category, in the buildings;

4. Means of securing student records; and

5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:

   a. the parties who have requested or received personally identifiable information from the education records of the student;

   b. the legitimate interests these parties had in requesting or obtaining the information; and

   c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:

   a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;

   b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and

   c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court

order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B) or an act of domestic or international terrorism.

4. The record of requests of disclosures may be inspected by:

   a. the parent of the student or the eligible student;

   b. the school official or his or her assistants who are responsible for the custody of the records; and

   c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

   a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

   b. the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and

2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.

3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

   a. the cost of materials, including paper, used to provide the copies;

   b. the cost of the labor required to prepare the copies;

   c. any schedule of standard copying charges established by the school district in its normal course of operations;

   d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to

computers and microfilm systems; and

e. mailing costs.

2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.

2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.

3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other

rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.

3. Any statement placed in the education records of the student under Subdivision B. of this section shall:

   a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and

   b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.

2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.

4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

B. Data practices compliance official means Executive Director of Business Services and Finance Simone Zunich.

C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;

4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the superintendent's office.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 480.40 (Personal Information, Dissemination)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)

26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

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515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and Minnesota Rules parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

"Authorized representative" means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

"Biometric record," as referred to in "Personally Identifiable," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

"Dates of attendance," as referred to in "Directory Information," means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

1. Under federal law, "~~D~~directory information" ~~under federal law,~~ means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of

members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

~~1.~~ a. a student's social security number;

~~2.~~ b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;

~~3.~~ c. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;

~~4.~~ d. personally identifiable data which references religion, race, color, social position, or nationality; or

~~5.~~ e. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

[NOTE: Under the federal Family Educational Rights and Privacy Act (FERPA), the federal definition of "directory information" identifies the types of information that may be specifically referenced as directory information. The federal definition applies to information requests by military recruiting officers, as set out in Article XI below.]

2. Under Minnesota law, a school district may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information."

~~[Note: The federal definition includes all of the types of information specifically referenced as directory information. The federal definition applies to information requests by military recruiting officers, as set out in Article XI below.~~

~~The Minnesota definition imposes additional restrictions upon the types of information that may be designated as directory information.~~

Minnesota law prohibits schools from designating student contact information as "directory information" despite the FERPA definition. Minnesota schools should comply with Minnesota law and should not include student contact information in their definition of "directory information."

This June 2024 revision to the "directory information" section seeks to clarify the law; no substantive change is presented in this revision.]

[Note: A school district may choose not to designate some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality. Federal law now allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board who must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]

[NOTE: The 2024 Minnesota legislature enacted Minnesota Statutes, section 480.40, which includes a law limiting disclosure of personal information concerning "judicial officials." The new law includes a definition of "judicial official" that school districts can review. "Personal information" about a judicial official includes "the name of any child" and the name of any school that such a child attends if combined with an assertion that the child attends the school. School districts may not "knowingly publicly post, display, publish, sell, or otherwise make available on the Internet the personal information of any judicial official," including in response to requests for directory information.]

E. Education Records

1. What constitutes "education records." Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.

2. What does not constitute education records. The term "education records" does not include:

a. Records of instructional personnel that are:

(1) kept in the sole possession of the maker of the record;

(2) used only as a personal memory aid;

(3) not accessible or revealed to any other individual except a temporary substitute teacher; and

(4) destroyed at the end of the school year.

b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

(1) maintained separately from education records;

(2) maintained solely for law enforcement purposes; and

(3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which:

(1) are made and maintained in the normal course of business;

(2) relate exclusively to the individual in that individual's capacity as an employee; and

(3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:

(1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

(2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;

2. Perform a supervisory or instructional task directly related to the student's education;

3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; or

4. Perform a task directly related to responding to a request for data.

J. Parent

"Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked

or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

"Responsible authority" means Executive Director of Business Services and Finance Simone Zunich.

N. Student

"Student" includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

P. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations

promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;

2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;

4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;

5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;

6. The right to be informed about rights under the federal law; and

7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations section 99.31(a).

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

    a. a specification of the records to be disclosed;

    b. the purpose or purposes of the disclosure;

    c. the party or class of parties to whom the disclosure may be made;

    d. the consequences of giving informed consent; and

    e. if appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:

    a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and

    b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

    a. identifies and authenticates a particular person as the source of the electronic consent; and

    b. indicates such person’s approval of the information contained in the electronic consent.

5. If the responsible authority seeks an individual’s informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

    a. in plain language;

    b. dated;

    c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

    d. specific as to the nature of the information the subject is authorizing to be disclosed;

    e. specific as to the persons or agencies to whom the subject is

authorizing information to be disclosed;

f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and

g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:

a. performs an institutional service or function for which the school district would otherwise use employees;

b. is under the direct control of the school district with respect to the use and maintenance of education records; and

c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;

3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal

Every Student Succeeds Act, 20 United States Code, section 7917, ~~*[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]*~~ and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

   a. determine eligibility for the aid;

   b. determine the amount of the aid;

   c. determine conditions for the aid; or

   d. enforce the terms and conditions of the aid.

   "Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

   a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

   b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;

9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;

10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 ~~U.S.C. §~~ United States Code, section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other

individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;

14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;

15. To the parent of a student who is not an eligible student or to the student himself or herself;

16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

    a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

    b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1)

use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and

describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

23. When requested, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

[NOTE: The 2024 Minnesota legislature enacted this provision.]

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;

2. Pursuant to a statute specifically authorizing access to the private data; or

3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. ~~Classification~~

~~Directory information is public except as provided herein.~~

Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:

   a. Minnesota Statutes, section 13.32, subdivision 5; and

   b. 20 United States Code, ~~title 20,~~ section 1232g, and 34 Code of Federal Regulations, ~~title 34,~~ section 99.37, which were in effect on January 3, 2012.

2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under this section.

3. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

[Note: This section became effective on the day following final enactment (May 19, 2023). Beginning on the effective date, a student's personal contact information subject to this section must be treated as private educational data under Minnesota Statutes, section 13.32, regardless of whether that contact information was previously designated as directory information under Minnesota Statutes, section 13.32, subdivision 5].

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time,

the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. ~~Prior to such disclosure the school district shall:~~

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.

~~1~~.2. The school district shall give annual~~Annually give public~~ notice by any means that are reasonably likely to inform the parents and eligible students of:

a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;

b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

~~2~~.3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of ~~this policy.~~

~~3~~.4. A parent or eligible student may not opt out of the directory information disclosures to:

a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or

b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

4.5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;

2. Home address;

3. School presently attended by student;

4. Parent's legal relationship to student, if applicable; and

5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be

signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;

b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;

c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;

d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and

e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes Chapter 260E , written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties,

such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes Chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes Chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

2. A complainant has access to a statement he or she provided to the school district.

3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes section 13.393.

4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

    a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

    b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or

    c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration

proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40, *et seq*.

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;

2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and

3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority Executive Director of Business Services and Finance in writing by Oct. 1st each year. The written request must include the following information:

1. Name of student and parent, as appropriate;

2. Home address;

3. Student's grade level;

4. School presently attended by student;

5. Parent's legal relationship to student, if applicable;

6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and

7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.

D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

a. The disclosures meet the requirements of Section VI. of this policy; and

b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code, section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;

2. Titles and addresses of person(s) responsible for the security of student records;

3. Location of student records, by category, in the buildings;

4. Means of securing student records; and

5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:

   a. the parties who have requested or received personally identifiable information from the education records of the student;

   b. the legitimate interests these parties had in requesting or obtaining the information; and

   c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:

   a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;

   b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and

   c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures

of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B) or an act of domestic or international terrorism.

4. The record of requests of disclosures may be inspected by:

   a. the parent of the student or the eligible student;

   b. the school official or his or her assistants who are responsible for the custody of the records; and

   c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

   a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

   b. the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and

2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.

3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

   a. the cost of materials, including paper, used to provide the copies;

   b. the cost of the labor required to prepare the copies;

   c. any schedule of standard copying charges established by the school

district in its normal course of operations;

d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and

e. mailing costs.

2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.

2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.

3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly

and so inform the parent of the student or the eligible student in writing.

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.

3. Any statement placed in the education records of the student under Subdivision B. of this section shall:

   a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and

   b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.

2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.

4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or

other data practices problems.

B. Data practices compliance official means Executive Director of Business Services and Finance Simone Zunich.

C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;

4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the superintendent's office.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 480.40 (Personal Information, Dissemination)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)

20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

Replacing: Policy 5060
First Reading: 05.16.2023
Second Reading: 06.20.2023
Adopted: 06.20.2023
Revised:

1150 REQUESTS FOR INFORMATION ON STUDENTS

School District personnel receive requests from medical centers, clinics, community agencies, and the like, for information concerning specific students. A "release of information" signed by the parent and generally obtained by the requesting agency must accompany the request. Information may not be released to individuals outside the school system unless they have custody of the child or written permission from the parent who has custody.

Adopted: 06-09-1970 ISD 709
Revised: 0-6-20-1995 ISD 709

504 STUDENT DRESS AND APPEARANCE

I. PURPOSE

The purpose of this policy is to enhance the education of students by establishing expectations of dress and grooming that are related to educational goals and community standards.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).

B. Appropriate clothing includes, but is not limited to, the following:

1. Clothing appropriate for the weather.

2. Clothing that does not create a health or safety hazard.

3. Clothing appropriate for the activity (i.e., physical education or the classroom).

C. Inappropriate clothing includes, but is not limited to, the following:

1. Clothing bearing a message that is lewd, vulgar, or obscene.

2. Apparel promoting products or activities that are illegal for use by minors.

3. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in MSBA/MASA Model Policy 413.

4. Any apparel or footwear that would damage school property.

D. Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.

E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, or do not advocate violence or harassment against others.

F. "Gang," as defined in this policy, means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. "Pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

III. PROCEDURES

A. When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified.

Students who are in violation of the dress code will be asked to change clothes, cover up existing clothing if possible or go home to change so that they meet dress code. In the event a student must go home and change, the parent will be contacted. The student must sign in and out at the Attendance Office.

B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.

C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

Legal References:
U. S. Const., amend. I
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503 (1969)
B.W.A. v. Farmington R-7 Sch. Dist., 554 F.3d 734 (8th Cir. 2009)
Lowry v. Watson Chapel Sch. Dist., 540 F.3d 752 (8th Cir. 2008)
Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)
B.H. ex rel. Hawk v. Easton Area School Dist., 725 F.3d 293 (3rd Cir. 2013)
D.B. ex rel. Brogdon v. Lafon, 217 Fed.Appx. 518 (6th Cir. 2007)
Hardwick v. Heyward, 711 F.3d 426 (4th Cir. 2013)
Madrid v. Anthony, 510 F.Supp.2d 425 (S.D. Tex. 2007)
McIntire v. Bethel School, Indep. Sch. Dist. No. 3, 804 F.Supp. 1415 (W.D. Okla. 1992)
Hicks v. Halifax County Bd. of Educ., 93 F.Supp.2d 649 (E.D. N.C. 1999)
Olesen v. Bd. of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820 (N.D. Ill. 1987)

Cross References:
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)

Replacing:	Policy 5100
First Reading:	06.20.2023
Second Reading:	07.18.2023
Adopted:	07.18.2023
Reviewed:	02.25.2025

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, February 4, 2025
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **AGENDA ITEMS**
   - A. Strategic Plan Alignment
     - 1) Advancing Equity - N/A
     - 2) Supporting Every Student
       - a. Positive Behavior Interventions and Supports (PBIS) Implementation Update 2
     - 3) Improving Systems - N/A
   - B. Budget Update
     - 1) Budget Reduction and Reallocation 22
   - C. Other
4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: Feb 4 2025

Topic:Positive Behavioral Intervention and Supports (PBIS) and Multi Tiered Systems and Supports (MTSS)

Presenter(s): Todd McGowan District Mental Health Coordinator and John Hirman PBIS Content Lead, School Psychologist

Attachment (yes) or (no) no attachment: PBIS Presentation

Brief Summary of Presentation or Topic (no more than a few sentences): Review update on District initiatives for PBIS and MTSS framework. Review data used to inform decision making.

This Requires School Board Approval ___Yes _x_No

School Board Presentation

Duluth Public Schools
2/4/25

Action Card

Supporting Every Student - Social Emotional Behavior (SEB)

Focus on developing safe and impactful learning environments through developing, monitoring, and supporting Positive Behavior Interventions and Supports (PBIS) and Multi-Tiered Systems and Support (MTSS) strategies.

The top three action items are:

A. Support site attendance teams to develop and implement multi-tiered supports and preventative strategies to address attendance concerns

B. Organize, plan, and support Social Emotional Learning across tiered supports based on developmental needs of each building

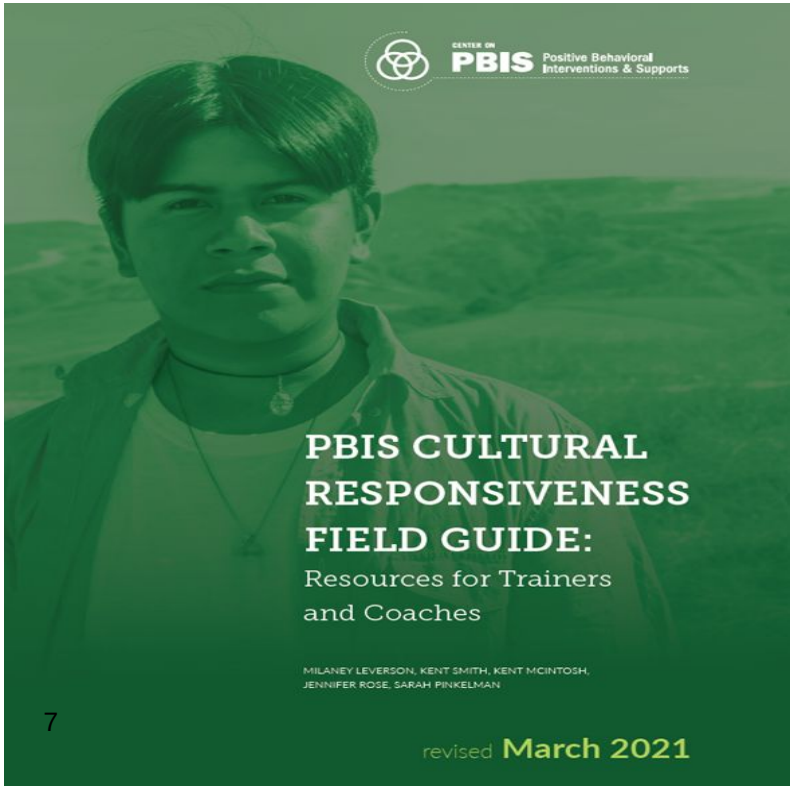
C. Assurance of PBIS implementation and fidelity at building levels

Overview: What is PBIS and MTSS?

Schools implementing PBIS:

- ❑ Use a continuum of evidence-based practices to support student needs
- ❑ Engage students, families, and community members to co-create culturally responsive practices
- ❑ Regularly check the effectiveness of their practices
- ❑ Rely on teams to guide implementation
- ❑ Use data to identify strengths, uncover needs, and monitor student progress
- ❑ Implement universal screening
- ❑ Develop content expertise through coaching and ongoing professional development

Measuring the Effectiveness of Implementation



7

PBIS is not fully implemented unless it is culturally responsive.

Core components of Cultural Responsiveness:

1. Identity
2. Voice
3. Supportive Environments
4. Situational Appropriateness
5. Data for Equity

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Why We Do the Work

- Improvements in social and self-awareness, decision-making capacity, and relationship skills (Durlak et al., 2011)
- Improved academic outcomes (Durlak et al., 2011; Kase et al., 2017)
- Increased student engagement and feelings of connectedness to school (Greenberg et al., 2005)
- Fewer special education referrals and decreased need for restrictive placements (Bruns et al., 2004)
- Fewer disciplinary actions (Flannery et al., 2014; Taylor et al., 2017)

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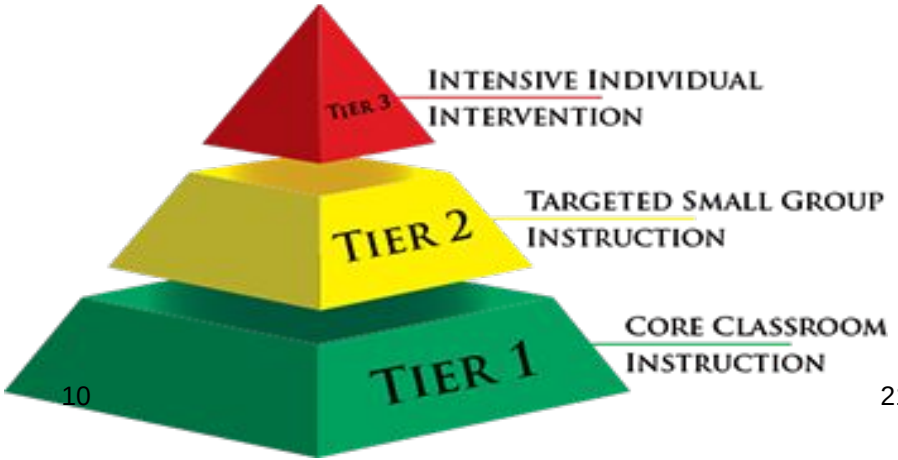
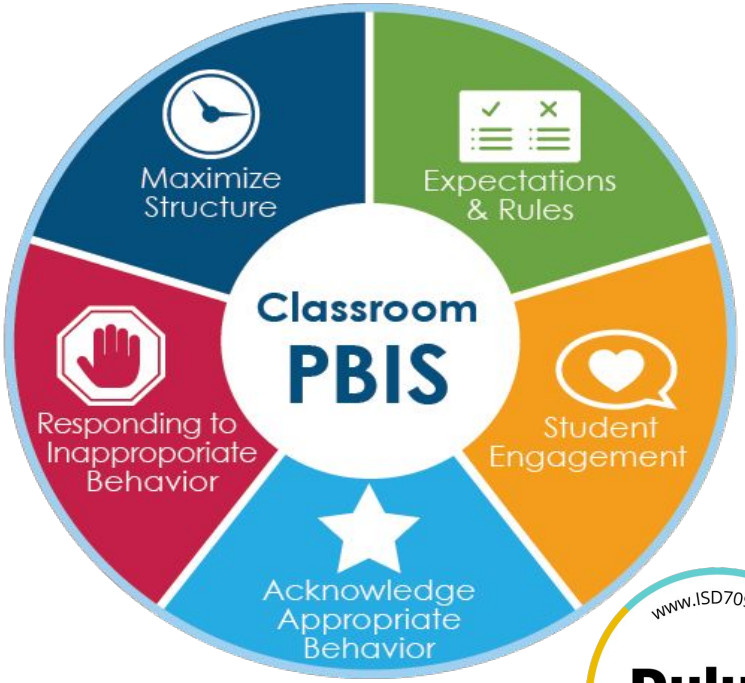
Comprehensive School Mental Health Systems

Positive Behavioral Interventions & Supports

PBIS is an evidence-based, three-tiered, framework that strives to integrate all the data, systems and practices affecting students social, emotional and behavioral outcomes. It works to improve the effectiveness of schools and prioritizes equity.





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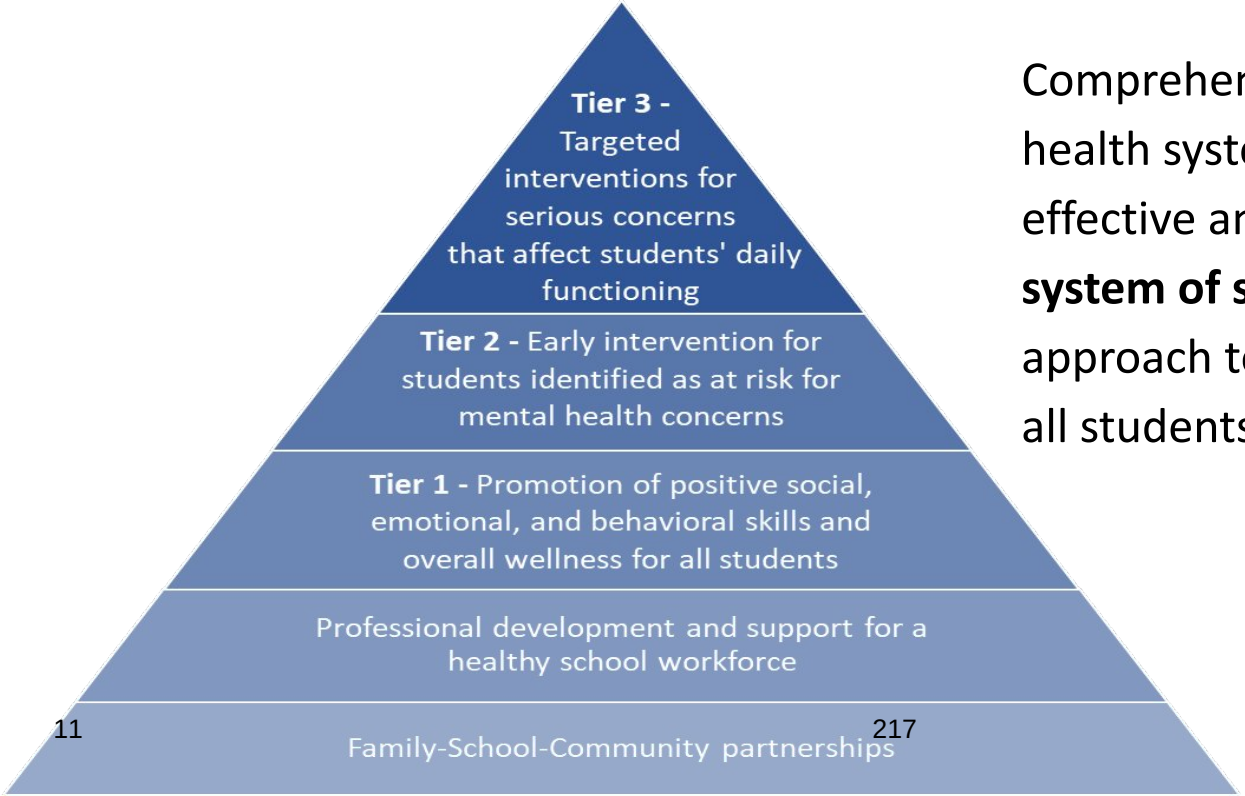
Comprehensive School Mental Health Systems



11 217

Comprehensive school mental health systems (CSMHS) is an effective and broad **multi-tiered system of supports (MTSS)** approach to caring for the needs of all students.

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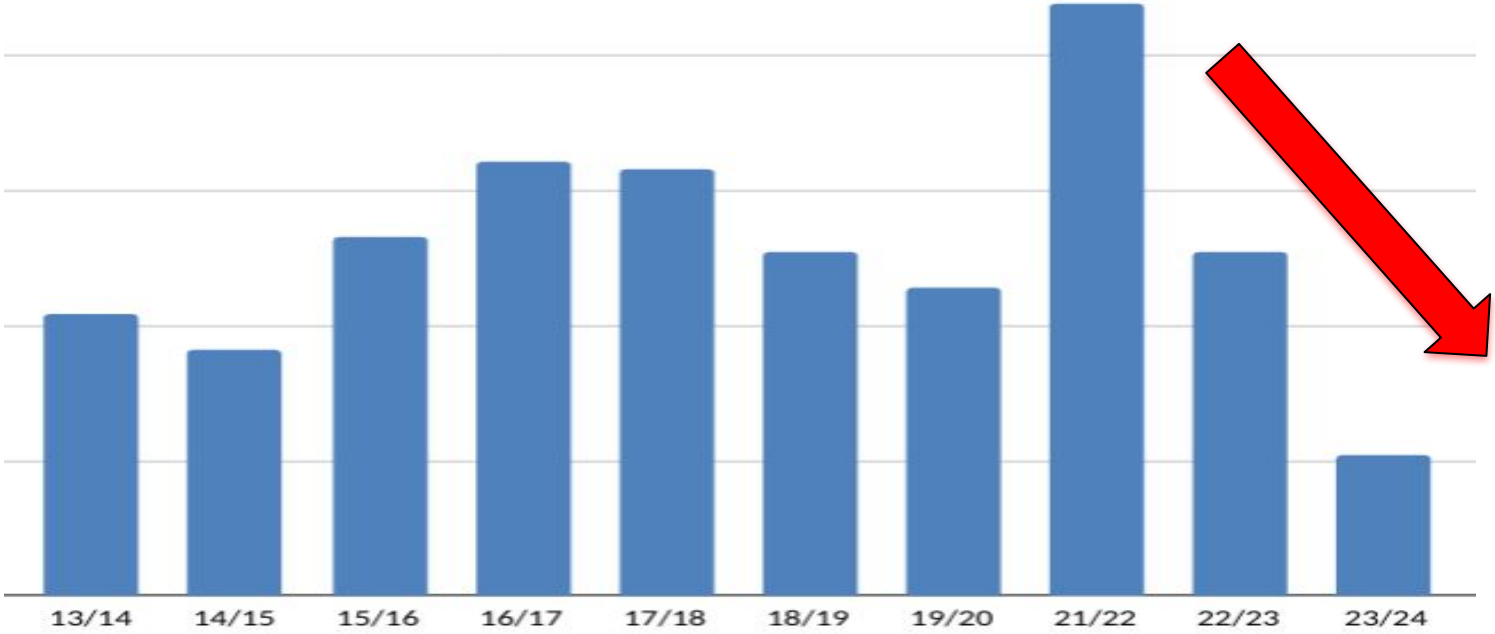
What are the Outcomes?

Grades K-12 - Days of Suspensions: *2013/2014 to **2023/2024

OSS



75% reduction in days of OSS within the last 2 years

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PBIS Tiered Fidelity Inventory (TFI) Tier I Data

District Average (all schools combined) Total Score:

- Fall 2022- 49.3%
- Spring 2023- 49.5%
- Fall 2023- 49.49%
- Spring 2024- 76.71%
- Fall 2024- 75%

Overall School Climate

Survey Period	Elementary	Secondary	Staff	Families
Fall 2024	74.5% (N=1318)	66.7% (N=2082)	74.4% (N=696)	83.8% (N=760)
Spring 2024	72.1% (N=1347)	62.9% (N=1625)	73.5% (N=452)	77.6% (N=433)
Fall 2023	75.1% (N=1396)	65.4% (N=2191)	-	81.1% (N=594)
Spring 2023	70.7% (N=1403)	61.9% (N=1531)	-	75.1% (N=367)
Norm Comparison Score	**70.7%**	**64%**	**70.8%**	**79.2%**

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EduClimber Data-Informed Decision Making

District Wide Major Behavioral Data as of 1/6/2025.

3,903

16

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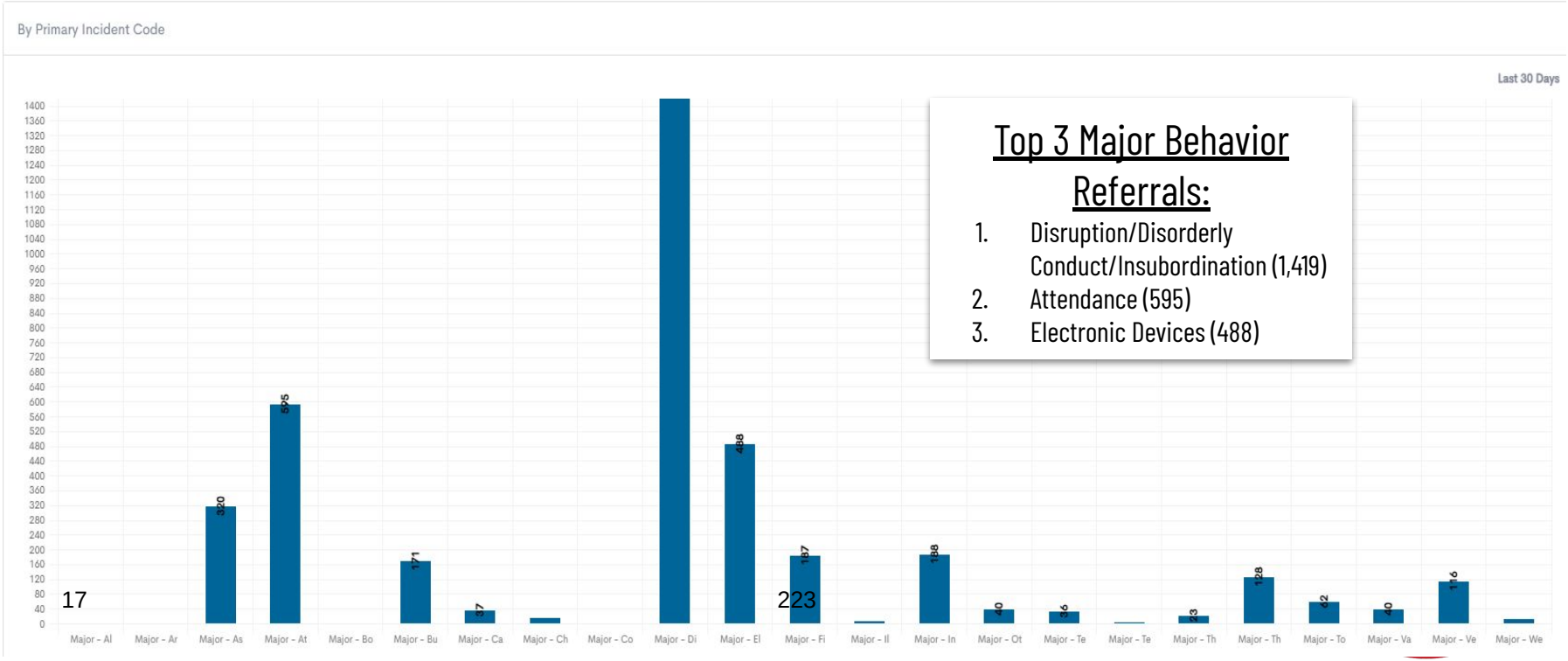
Every Student. Every Day.

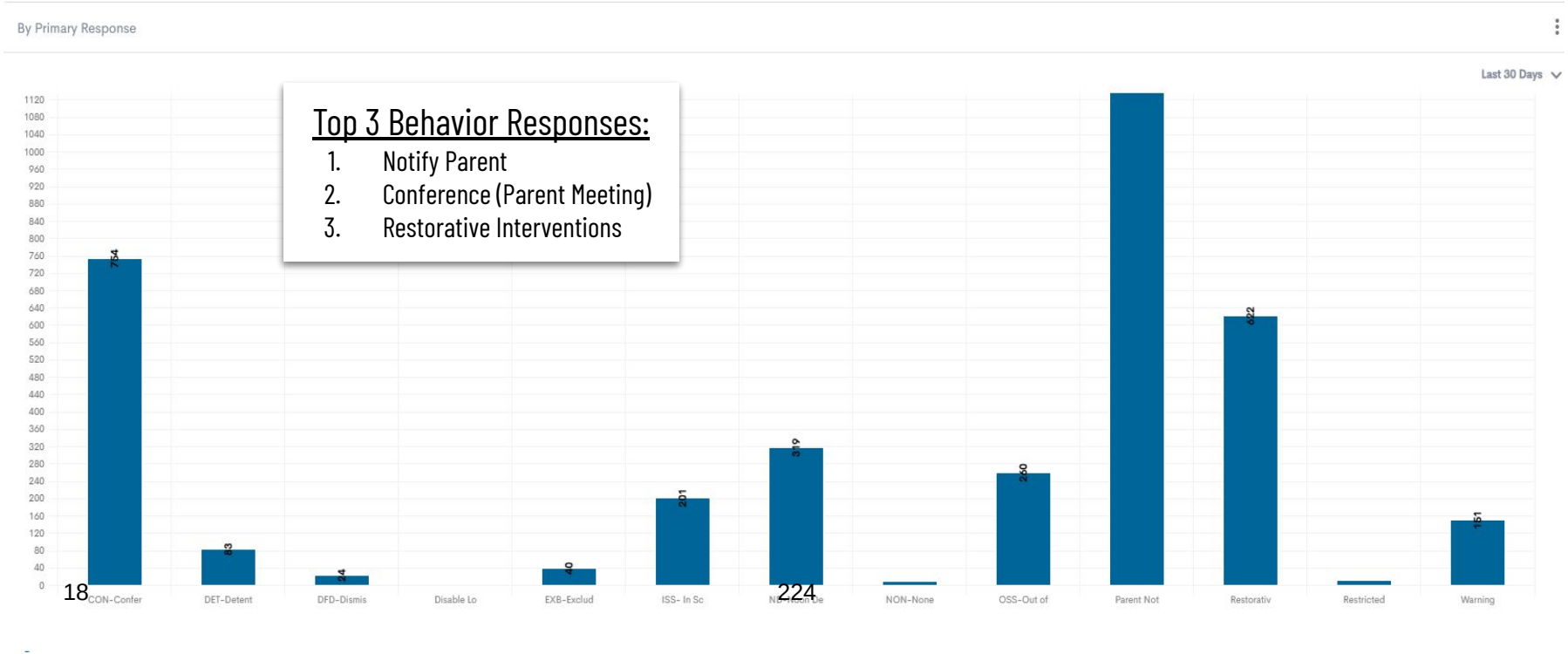
District Wide Major Referral Types



Top 3 Major Behavior Referrals:

1. Disruption/Disorderly Conduct/Insubordination (1,419)
2. Attendance (595)
3. Electronic Devices (488)

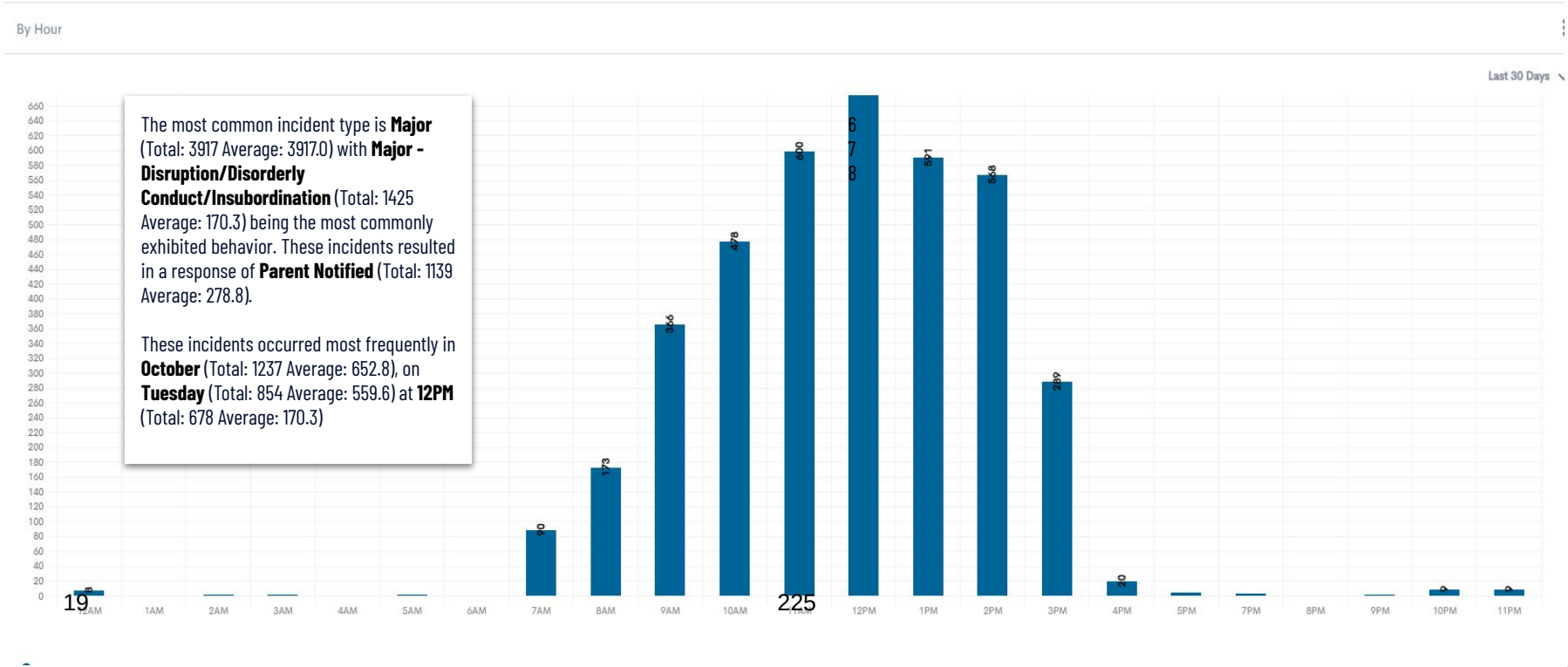
District Wide Incident Responses



Top 3 Behavior Responses:

1. Notify Parent
2. Conference (Parent Meeting)
3. Restorative Interventions

District Wide Example of Time Specific Trend



The most common incident type is **Major** (Total: 3917 Average: 3917.0) with **Major - Disruption/Disorderly Conduct/Insubordination** (Total: 1425 Average: 170.3) being the most commonly exhibited behavior. These incidents resulted in a response of **Parent Notified** (Total: 1139 Average: 278.8).

These incidents occurred most frequently in **October** (Total: 1237 Average: 652.8), on **Tuesday** (Total: 854 Average: 559.6) at **12PM** (Total: 678 Average: 170.3)

19 225

Thank you!

We will be continuing to build upon the PBIS foundation that has been set.

All traditional sites will continue to have PBIS teams and coaches to support and guide the work,

a cycle of continuous improvement that requires data review and stakeholder engagement.

THANK YOU for all the work you have done and will do to make our schools better places for kids and adults to thrive!

Acronym Key

CBITS	Cognitive Behavior Intervention for Trauma
CSMHS	Comprehensive School Mental Health Systems
MnMTSS	Minnesota Multi-Tiered System of Support
MTSS	Multi-Tiered System of Support
OSS	Out of School Suspension
PBIS	Positive Behavior Intervention and Supports
QPR	Question Persuade Refer
SEB	Social, Emotional, Behavior
SEMI-DLT	Self-Evaluation of MnMTSS Implementation for District Leadership Teams
SHAPE	School Health Assessment and Performance Evaluation
TFI	Tiered Fidelity Inventory

COW Agenda Cover Sheet

Meeting Date: Feb 4 2025

Topic: Budget Reduction and Reallocation

Presenter(s): Simone Zunich, Exec Director of Bs Services

Attachment (yes) or (no) no attachment

Brief Summary of Presentation or Topic (no more than a few sentences): review update on budget reallocation timeline

This Requires School Board Approval ___Yes _x_No

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, February 11, 2025
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
3:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
   - A. 525 Violence Prevention 2
   - B. 519 Interviews of Students by Outside Agencies 7
3. **POLICIES FOR SECOND READING**
   - A. 806 Crisis Management (replacing 4040 Safety of Students, Staff and Public & 4040R School District Security Procedures) 9
   - B. 503 Student Attendance 34
4. **POLICIES FOR REVIEW**
   - A. 516 Student Medication 52
   - B. 532 Use Peace Officers and Crisis Teams to Remove Students From School Grounds 60
   - C. 535 Service Animals in School 65
   - D. 608 Instructional Services - Special Education 70
   - E. 515 Protection and Privacy of Pupil Records (replacing 1150 Requests for Information on Students) 72
   - F. 504 Student Dress and Appearance 103
5. **REGULATIONS & FORMS - Informational**
   - A. 504R Student Dress & Appearance 105
   - B. 503F Form to Appeal for Excused Absence 107
6. **OTHER**

Adopted: _____ *MSBA/MASA Model Policy 525*

Orig. 1996

Revised: _____ *Rev. 2022*

525 VIOLENCE PREVENTION [APPLICABLE TO STUDENTS AND STAFF]

I. PURPOSE

The purpose of this policy is to recognize that violence has increased and to identify measures that the school district will take in an attempt to maintain a learning and working environment that is free from violent and disruptive behavior.

The school board is committed to promoting healthy human relationships and learning environments that are physically and psychologically safe for all members of the school community. It further believes that students are the first priority and they should be protected from physical or emotional harm during school activities and on school grounds, buses, or field trips while under school district supervision.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to strictly enforce its weapons policy (Policy 501).

B. The policy of the school district is to act promptly in investigating all acts, or formal or informal complaints, of violence and take appropriate disciplinary action against any student or staff member who is found to have violated this policy or any related policy.

C. The administration will periodically review discipline policies and procedures, prepare revisions if necessary, and submit them to the school board for review and adoption.

D. The school district will implement approved violence prevention strategies to promote safe and secure learning environments, to diminish violence in our schools, and to aid in the protection of children whose health or welfare may be jeopardized through acts of violence.

III. IMPLEMENTATION OF POLICY

A. The school board will review and approve policies to prevent and address violence in our schools. The superintendent or designee will develop procedures to effectively implement the school weapons and violence prevention policies. It shall be incumbent on all students and staff to observe all policies and report violations to the school administration.

B. The school board and administration will inform staff and students annually of policies and procedures related to violence prevention and weapons.

C. The school district will act promptly to investigate all acts and formal and informal complaints of violence and take appropriate disciplinary action against any student or staff member who is found to have violated this policy or any related policy.

D. The consequences set forth in the school weapons policy (Policy 501) will be imposed upon any student or nonstudent who possesses, uses or distributes a weapon when in a school location.

E. The consequences set forth in the school hazing policy (Policy 526) will be imposed upon any student or staff member who commits an act against a student or staff

member; or coerces a student or staff member into committing an act, that creates a substantial risk of harm to a person in order for the student or staff member to be initiated into or affiliated with an organization, or for any other purpose.

F. Students who engage in assault or violent behavior will be removed from the classroom immediately and for a period of time deemed appropriate by the principal, in consultation with the teacher, pursuant to the student discipline policy (Policy 506).

G. Students with disabilities may be expelled for behavior unrelated to their disabilities, subject to the procedural safeguards required by the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, and the Pupil Fair Dismissal Act.

H. Procedures will be developed for the referral of any person in violation of this policy or the weapons policy to the local law enforcement agency in accordance with Minnesota Statutes section 121A.05.

I. Students who wear objectionable emblems, signs, words, objects, or pictures on clothing communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership or that approves, advances, or provokes any form of religious, racial, or sexual harassment or violence against other individuals as defined in the harassment and violence policy (Policy 413) will be subject to the procedures set forth in the student dress and appearance policy (Policy 504). "Gang" as used in this policy means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. A "pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

J. This policy is not intended to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, denote gang affiliation, advocate harassment or violence against others, are likely to disrupt the education process, or cause others to react in a violent or illegal manner (Policy 504).

IV. PREVENTION STRATEGIES

The school district has adopted and will implement the following prevention strategies to promote safe and secure learning environments, to diminish violence in our schools, and to aid in the protection of children whose health or welfare may be jeopardized through acts of violence.

[Note: The school board can adopt any of the prevention strategies that it intends to implement in its schools, including some or all of the following sample strategies.]

A. Adopt a district crisis management policy to address potential violent crisis situations in the district.

B. Provide training in recognition, prevention, and safe responses to violence and development of a positive school climate.

C. Coordinate a local school security review committee or task force comprised of school officials, law enforcement, parents, students, and other youth service providers to advise on policy implementation.

D. In-service training for personnel in aspects of reporting, visibility, and supervision as deterrents to violence.

E. In-service training for personnel and school board members by experts familiar with sexual abuse, domestic violence, and personal safety issues on the following: helping students identify violence in the family and the community so that students may learn to resolve conflicts in effective, nonviolent ways; responding to a disclosure of child sexual abuse in a supportive, appropriate manner; and/or complying with mandatory reporting requirements under the Maltreatment of Minors Reporting Act.

F. Promote student safety responsibility by encouraging the reporting of suspicious individuals and unusual activities on school grounds.

G. Establish a curriculum committee that explores ways of teaching students violence prevention strategies, law-related education, and character/values education (universal values, e.g., honesty, personal responsibility, self-discipline, cooperation, and respect for others).

H. Establish clear school rules that prevent and deter violence.

I. Develop cross-cultural awareness programs to unify students of all cultures and backgrounds, to develop mutual respect and understanding of shared experiences and values among students, and to promote the message of inclusion.

J. Establish conflict resolution training, conflict management, or peer mediation programs for staff and students to teach conservative approaches to settling disputes.

K. Develop curriculum that teaches social skills such as maintaining self-control, building communications skills, forming friendships, resisting peer pressure, being appropriately assertive, forming positive relationships with adults, and resolving conflict in nonviolent ways.

L. Develop curriculum that teaches critical viewing and listening skills in analyzing mass media to recognize stereotypes, distinguish fact from fantasy, and identify differences in behavior and values that conflict with their own.

M. Develop student safety forums that both inform and elicit students' ideas about particular safety problems in the building.

N. Develop a student photo or name identification system for quick identification of the student in case of emergency.

O. Develop a staff photo or name identification system using identification badges for quick identification of unauthorized people on campus.

P. Require all visitors to check-in the main office upon their arrival and state their business at the school. A visitor badge may be issued for easy identification that the visitor is authorized to be present in the school building.

Q. Develop curriculum on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

R. Develop curriculum on child sexual abuse prevention for students, including age-appropriate instruction on recognizing sexual abuse and assault, boundary violations, and ways offenders groom or desensitize victims, as well as strategies to promote disclosure, reduce self-blame, and mobilize bystanders. The curriculum may be created in consultation with federal, state, and local agencies and community-based

organizations, including the Child Welfare Information Gateway website maintained by the United States Department of Health and Human Services, to identify research-based tools, curricula, and programs to prevent child sexual abuse.

S. Provide training to all school personnel on recognizing and preventing sexual abuse and sexual violence which may include training on mandatory reporting requirements provided on the Minnesota Department of Education's website and reviewing the Code of Ethics for Minnesota Teachers.

V. STUDENT SUPPORT

A. Students will have access to school-based student service professionals, when available, including counselors, nurses, social workers, and psychologists who are knowledgeable in methods to assist students with violence prevention and intervention.

B. Students will be apprised of school board policies designed to protect their personal safety.

C. Students will be provided with information as to school district and building rules regarding weapons and violence.

D. Students will be informed of resources for violence prevention and proper reporting.

VI. PERSONNEL

A. School district personnel shall comply with the school weapons policy (Policy 501) and the school hazing policy (Policy 526).

B. School district personnel shall be knowledgeable of violence prevention policies and report any violation to school administration immediately. School district personnel will be informed annually as to school district and building rules regarding weapons and violence prevention.

C. School district personnel or agents of the school district shall not engage in emotionally abusive acts including malicious shouting, ridicule, and/or threats or other forms of corporal punishment (Policy 507).

Legal References:
Minn. Stat. § 13.43, Subd. 16 (Personnel Data)
Minn. Stat. § 120B.22 (Violence Prevention Education)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.05 (Policy to Refer Firearms Possessor)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.64 (Notification)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. § 181.967, Subd. 5 (School District Disclosure of Violence or Inappropriate Sexual Contact)

18 U.S.C. § 921 (Definition of Firearm)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)

Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)

McIntire v. Bethel School, 804 F.Supp. 1415, 78 Educ. L.Rep. 828 (W.D. Okla. 1992)
Olesen v. Board of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820, 44 Educ. L.Rep. 205 (N.D. Ill. 1987)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 504 (Student Dress and Appearance)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)

*Adopted:*_____ *MSBA/MASA Model Policy 519*
Orig. 1995
*Revised:*_____ *Rev. 2024*

519 INTERVIEWS OF STUDENTS BY OUTSIDE AGENCIES

I. PURPOSE

There are occasions in which persons other than school district officials and employees find it necessary to speak with a student during the school day. Student safety and disruption of the educational program is of concern to the school district. The purpose of this policy is to establish the procedures for access to students by authorized individuals during the school day.

II. GENERAL STATEMENT OF POLICY

A. Generally, students may not be interviewed during the school day by persons other than a student's parents, school district officials, employees and/or agents, except as otherwise provided by law and/or this policy.

B. Requests from law enforcement officers and those other than a student's parents, school district officials, employees and/or agents to interview students shall be made through the principal's office. Upon receiving a request, it shall be the responsibility of the principal to determine whether the request will be granted. Prior to granting a request, the principal shall attempt to contact the student's parents to inform them of the request, except where otherwise prohibited by law.

III. INTERVIEWS CONDUCTED UNDER THE MALTREATMENT OF MINORS ACT

A. In the case of an investigation pursuant to the Reporting of Maltreatment of Minors Act, Minnesota Statutes Chapter 260E, a local welfare agency, the agency responsible for investigating the report, and a local law enforcement agency may interview, without parental consent, an alleged victim and any minors who currently reside with or who have resided with the alleged perpetrator. The interview may take place at school and during school hours. School district officials will work with the local welfare agency, the agency responsible for investigating the report, or law enforcement agency to select a place appropriate for the interview. When it is possible and the report alleges substantial child endangerment or sexual abuse, the interview may take place outside the presence of the alleged offender and may take place prior to any interviews of the alleged offender.

[NOTE: This change is found in Minnesota Statutes, section 260E.22.]

B. If the interview took place or is to take place on school district property, an order of the juvenile court pursuant to Minnesota Statutes, Chapter 260E may specify that school district officials may not disclose to the parent, legal custodian, or guardian the contents of the notification of intent to interview the child on school district property and/or any other related information regarding the interview that may be a part of the child's record. The school district official must receive a copy of the order from the local welfare or law enforcement agency.

C. When the local welfare agency, local law enforcement agency, or agency responsible for assessing or investigating a report of maltreatment determines that an interview should take place on school district property, school district officials must receive written notification of intent to interview the child on school district property prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school district property. Where the interviews are conducted by the local

welfare agency, the notification must be signed by the chair of the local social services agency or the chair's designee. The notification is private educational data on the student. School district officials may not disclose to the parent, legal custodian or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded, unless a school employee or agent is alleged to have maltreated the child. Until school district officials receive said notification, all inquiries regarding the nature of the investigation or assessment should be directed to the local welfare or law enforcement agency or the agency responsible for assessing or investigating a report of maltreatment shall be solely responsible for any disclosure regarding the nature of the assessment or investigation.

D. School district officials shall have discretion to reasonably schedule the time, place, and manner of an interview by a local welfare or local law enforcement agency on school district premises. However, where the alleged perpetrator is believed to be a school district official or employee, the local welfare or local law enforcement agency will have discretion to determine where the interview will be held. The interview must be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school district officials and the local welfare or law enforcement agency. However, school district officials must yield to the discretion of the local welfare or law enforcement agency concerning other persons in attendance at the interview. School district officials will make every effort to reduce the disruption to the educational program of the child, other students, or school staff when an interview is conducted on school district premises.

E. Students shall not be taken from school district property without the consent of the principal and without proper warrant.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district and site administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school site in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored site specific crisis management plans for each school site in the school district, and sections or procedures may be added or deleted in those crisis management plans based on site needs.

The school district will engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their site specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy and the District Emergency Operations Plan (EOP) have been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each site administrator can tailor a site specific crisis management plan to meet that site's specific situation and needs.

The school district's administration and/or the administration of each site shall present tailored site specific crisis management plans to the District Emergency Operations Committee (EOC) for review and approval. The site specific crisis management plans will include crisis-specific procedures. Upon approval by the EOC, such crisis management plans shall be an addendum to the District Emergency Operations Procedure Manual (EOP). This EOP and the site specific plans will be maintained and updated on an annual basis.

B. District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by site administrators when creating their site specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the Site Emergency Operations Committee. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each site in the school district will have access to a copy of the Emergency Operations Plan (EOP) to assist in the development of building-specific crisis management plans.

   All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical,

sensory, motor, developmental, and mental health challenges.

2. Crisis-Specific Procedures.

The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

Note: The Emergency Operations Plan can be found on the district staff website at https://www.isd709.org/staff/emergency-planning-management

3. School Emergency Response Teams

a. Composition. The administrator at each site will select a school emergency response team (Site Emergency Operations Committee or EOC) that will be trained to respond to emergency situations. All Site EOC members will receive ongoing training to carry out the District EOP and Site Specific EOP and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability Site EOC members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the site administrator. Each site will maintain a current list of Site EOC members which will be updated annually. The site administrator, and alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office.

[Note: The Emergency Operations Plan has a sample Site Emergency Operations Committee list.]

b. Leaders. The site administrator or designee will serve as the leader of the Site EOC and will be the primary contact for emergency response officials. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's EOP and their own Site EOP. Each school's Site EOP shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant Site EOP and shall receive periodic training on plan implementation.

2. Students and Families The District's EOP shall set forth how students and families are made aware of the district's Emergency Procedures. Students shall receive specific instruction on plan implementation and shall participate in a

required number of drills and practice sessions throughout the school year.

B. Training and Preparation for Emergencies

The Emergency Operations Plan includes training procedures and requirements for students and staff.

1. The Emergency Operations Plan includes training procedures and requirements for students and staff.

2. Required safety drills will be coordinated and documented at each site by the site facilities staff and school administrator.

C. Facility Diagrams and Site Plans

All school sites will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a site. Facility diagrams and site plans will be maintained by the site administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each site will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the Site Specific EOP, and updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific site in need of emergency services.

School district plans will set forth a process to internally communicate an emergency to rapidly convey emergency information to multiple site designees. Each plan will identify multiple methods of communication for both internal and district wide use.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school sites. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing, and to plan for the needs of areas where a public address system may not be heard clearly.

F. Early School Closure Procedures

The Superintendent or designee will make decisions about closing school or sites as early in the day as possible. The early school closure procedures will set forth the

criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school site web sites), and will discuss the factors to be considered in closing and reopening a school or site.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent or designee has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent or designee will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. District and School Mental Health Recovery Teams

The District and/or School Mental Health Recovery Team procedures will set forth the procedure for initiating Crisis Response Recovery Plans. The procedures will utilize available resources including the social workers, counselors, community crisis recovery teams, or others in the community. The District and/or School Mental Health Recovery Team procedures will be used whenever the Superintendent or the site administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or death by suicide.

IV. ACTIVE SHOOTER DRILL

Duluth Public Schools does not perform Active Shooter Simulations. We conduct lockdown drills, referred to below and by state statute as "active shooter drills". The district would follow state statute if active shooter simulations were ever used.

A. Definitions

1. "Active shooter drill," called a Lockdown Drill in Duluth Public Schools, means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter or lockdown drill.

3. "Evidence-based" means a program or practice that demonstrates any of the

following:

a. a statistically significant effect on relevant outcomes based on any of the following:

i. strong evidence from one or more well designed and well implemented experimental studies;

ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or

b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons.

Note: Duluth Public Schools does not conduct Active Shooter simulations.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating. Each site will publish tentative drill dates at the beginning of the school year. These tentative dates may be shared via school newsletter and will also appear on the calendar on the school website.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations. If a parent or guardian chooses to opt their child out of active shooter drills (lockdown drills) the parent or guardian will be required to meet with administration to discuss the importance of the drills and how drills are being conducted in an age appropriate, trauma informed manner. If the parent or guardian still chooses opt out as their preference, the student then will go through the information with a principal, social worker, counselor, case manager, or other appropriate staff member. Other alternative education opportunities may be presented to teach the skill without using a drill format.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above. If a parent or guardian has chosen to opt their child out of drills, at the meeting with administration the team will determine what the child will do while the school is conducting a drill. Options include allowing the student to sit in an office or conference room during a drill, keeping the student out of school during a drill, or other alternatives as determined by the parent or guardian and administrator.

F. Active Shooter Simulations

Duluth Public Schools will not conduct Active Shooter Simulations.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the

following:

a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

b. the importance of taking threats seriously and seeking help; and

c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity.

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

a. student opportunities for leadership related to prevention and safety;

b. encouragement and support to students in establishing clubs and programs focused on safety; and

c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and

2. the effect of active shooter drills on the mental health and wellness of students and staff.

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

Note: Additional specific procedures can be found in the Emergency Operations Plan located on the district staff website at https://www.isd709.org/staff/emergency-planning-management

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school sites.

The school district shall implement procedures to minimize outside entry into school sites except at designated check-in points and assure that all doors are locked prior to and after regular site hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

Legal References:
Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References:
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
ISD 709 Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
ISD 709 Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
Comprehensive School Safety Guide
Minnesota School Safety Center - Resources (mn.gov)
ISD 709 Emergency Operations Plan
ISD 709 Emergency Site Specific Operations Plan

Replacing: Policy 5123, 4040, 4040R
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First Reading: 1/14/2025
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806 CRISIS MANAGEMENT POLICY

[Note: The Commissioner of the Minnesota Department of Education (Commissioner) is required to maintain and make available to school boards and charter schools a Model Crisis Management Policy. See Minnesota Statutes section 121A.035. School boards and charter schools must adopt a Crisis Management Policy to address potential crisis situations in their school districts or charter schools. Id. This Model Crisis Management Policy was originally the result of a collaborative effort among the Minnesota Department of Education, Division of Compliance and Assistance; the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management; and the Minnesota School Boards Association.]

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district and site ~~building~~ administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school site ~~building~~ in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored site~~building~~-specific crisis management plans for each school site ~~building~~ in the school district, and sections or procedures may be added or deleted in those crisis management plans based on site needs.

The school district will~~, to the extent possible,~~ engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their site~~building~~-specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy and the District Emergency Operations Procedure Manual (EOP) has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each site~~building~~ administrator can tailor a site~~buidling~~-specific crisis management plan to meet that site~~building~~'s specific situation and needs.

The school district's administration and/or the administration of each site ~~buidling~~ shall present tailored site~~building~~-specific crisis management plans to the District Emergency Operations Committee (EOC) ~~school board~~ for review and approval. The site~~building~~-specific crisis management plans will include ~~general crisis procedures and~~ crisis-specific procedures. Upon approval by the EOC ~~school board~~, such crisis management plans shall be an addendum to the District Emergency Operations Procedure Manual (EOP) ~~this Crisis Management Policy~~. This EOP ~~Policy~~ and the site specific plans will be maintained and updated on an annual basis.

B. ~~Elements of the~~ District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by site ~~building~~ administrators when creating their site

~~building~~ specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the Site Emergency Operations Committee ~~emergency first responder response team~~. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each site ~~building~~ in the school district will have access to a copy of the Emergency Operations Plan (EOP) ~~of the Comprehensive School Safety Guide (2011 Edition)~~ to assist in the development of building-specific crisis management plans.

All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

~~***[Note: More specific information on planning for children with special needs can be found in the Comprehensive School Safety Guide (2011 Edition) and United States Department of Education's document entitled, "Practical Information on Crisis Planning, a Guide for Schools and Communities." A website link is provided in the resource section of this Policy.]***~~

~~a. Lock-Down Procedures. Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.~~

~~***[Note: Minnesota State law requires a minimum of five school lock-down drills each school year. See Minnesota Statutes, section 121A.035.]***~~

~~b. Evacuation Procedures. Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day.~~

~~***[Note: Minnesota State law requires a minimum of five school fire drills, consistent with* Minnesota Statutes, section *299F.30, and one school tornado drill each school year. See Minnesota Statutes section121A.035.]***~~

~~c. Sheltering Procedures. Sheltering provides refuge for students, staff,~~

~~and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or his or her designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building specific crisis management plan.~~

~~***[Note: The Comprehensive School Safety Guide (2011 Edition) has sample lock-down procedures, evacuation procedures, and sheltering procedures.]***~~

~~1. Stay Safe or Leave Safe~~

~~a. Duck and Cover~~
~~b. Lockdown~~
~~c. Shelter In Place~~
~~d. Evacuate the Site~~
~~e. Evacuate Off-Site~~
~~f. All Clear~~

2. Crisis-Specific Procedures.

The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

Note: The Emergency Operations Plan can be found on the district staff website at https://www.isd709.org/staff/emergency-planning-management

~~***[Note: The Comprehensive School Safety Guide (2011 Edition) includes crisis-specific procedures.]***~~

~~**[NOTE: The 2024 Minnesota legislature enacted permissive language stating that a school board "may adopt the model cardiac emergency response plan provided by" the Commissioner (as of June 4, 2024, a response plan is not yet available.]**~~

~~2. Emergency Procedures~~

~~a. Accidents at School~~
~~b. Aircraft Crash~~
~~c. Allergic Reaction~~
~~d. Animal Disturbance~~
~~e. Assault and/or Battery~~
~~f. Armed Assault on Campus~~
~~g. Biological or Chemical Release~~
~~h. Bomb Threat~~
~~i. Bus Disaster~~
~~j. Death/Serious Injury~~
~~k. Disorderly Conduct~~
~~l. Explosion/Risk of Explosion~~

~~3. Procedures for Reuniting Students and Parents/Guardian(s) in the Event of an Emergency~~

~~a. Fire in Surrounding Area~~
~~b. Fire on School Grounds~~
~~c. Flooding~~
~~d. Gun or Weapon on Campus~~
~~e. Loss or Failure of Utilities~~
~~f. Medical Emergencies~~
~~g. Missing or Lost Child/Child Abduction~~
~~h. Motor Vehicle Crash~~
~~i. Psychological Trauma~~
~~j. Searches~~
~~k. Severe Weather~~
~~l. Sexual Assault/Harassment~~
~~m. Suicide/Mental Health Emergency~~
~~n. Suspected Contamination of Food or Water~~
~~o. Suspicious Behavior/Packages~~
~~p. Threat of Violence~~
~~q. Unlawful Demonstration/Walkout~~

~~A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of the designee when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. Each site in the school district will have access to a copy of the district's Emergency Response Crisis Management Manual to assist in the development of site-specific crisis management plans. Finally, all site-specific procedures will address specific procedures for children with special needs such as physical, sensory, motor, developmental, and mental health challenges.~~

~~3~~ 4. School Emergency Response ~~Crisis Management~~ Teams

a. Composition. The ~~site building~~ administrator ~~in~~ at each ~~school~~ site ~~building~~ will select a school emergency response team (Site Emergency Operations Committee or EOC) that will be trained to respond to emergency situations. All Site EOC ~~school emergency response crisis management team~~ members will receive ongoing training to carry out the ~~building's~~ ~~emergency response crisis management plans~~ District EOP and Site Specific EOP and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability~~, to the extent possible,~~ Site EOC ~~school emergency response crisis management team~~ members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the site ~~building~~ administrator. Each site ~~building~~ will maintain a current list of Site EOC ~~school emergency response crisis management team~~ members which will be updated annually. The site ~~building~~ administrator, and ~~his or her~~ alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office~~, or in a secondary location in single site building school districts~~.

[Note: The Emergency Operations Plan ~~The Comprehensive School Safety Guide (2011 Edition)~~ has a sample Site Emergency Operations Committee ~~School Emergency Response Team~~ list.]

b. Leaders. The site ~~building~~ administrator or ~~his or her~~ ~~their~~ designee will serve as the leader of the Site EOC ~~school emergency response crisis management team~~ and will be the primary contact for emergency response officials. ~~In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the emergency response team.~~ When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's EOP ~~Crisis Management Policy~~ and their own ~~site's~~ ~~building's crisis management plan~~ Site EOP. Each school's Site EOP ~~site building specific crisis management plan~~ shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant Site EOP ~~site building specific crisis management plans~~ and shall receive periodic training on plan implementation.

2. Students and Families ~~Parents~~. ~~Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school site building. Each school district's site building specific crisis management plan~~ The District's EOP shall set forth how students and ~~parents~~ families are made aware of the district's Emergency Procedures ~~and school specific plans~~. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

~~B. Planning and Preparing for Fire~~

~~1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)~~

~~***[Note: Evacuation areas at least 50 feet from school buildings are recommended but not mandated by statute or rule. Evacuation areas should be selected based on safety and the individual school site's proximity to streets, traffic patterns, and other hazards.]***~~

~~2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel,~~

~~fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.~~

~~3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.~~

~~4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.~~

~~5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minnesota Statutes section 299F.30. See Minnesota Statutes, section 121A.035.~~

~~***[Note: The State Fire Marshal advises schools to defer fire drills during the winter months.]***~~

~~6. A record of fire drills conducted at the building will be maintained in the building administrator's office.~~

~~***[Note: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample fire drills schedule and log.]***~~

~~7. The school district will have prearranged sites for emergency sheltering and transportation as needed.~~

~~8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.~~

~~***[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, has a sample fire procedure form, evacuation/relocation and student reunification/release procedures, and planning for student reunification.]***~~

B. Training and Preparation for Emergencies

The Emergency Operations Plan includes training procedures and requirements for students and staff.

1. The Emergency Operations Plan includes training procedures and requirements for students and staff. ~~The district administration will ensure proper training and response preparation for emergencies on an annual basis. Administration is responsible for training employees and students on emergency procedures at each site.~~

2. Required safety drills will be coordinated and documented at each site by the

site facilities staff and school administrator.

[Note: Minnesota State law requires a minimum of five school lock-down drills each school year. See Minnesota Statutes, section 121A.035.]

[Note: Minnesota State law requires a minimum of five school fire drills, consistent with* Minnesota Statutes, section *299F.30, and one school tornado drill each school year. See Minnesota Statutes section121A.035.]

~~3. The school district has prearranged sites for emergency sheltering and transportation as needed. The emergency sheltering locations are identified in the school's emergency response crisis management classroom guide.~~

C. Facility Diagrams and Site Plans

All school sites ~~buildings~~ will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a site ~~building~~. Facility diagrams and site ~~building~~ plans will be maintained by the site ~~building~~ administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

~~[Note: For single building school districts, such as charter schools, a secondary location for the diagrams and site plans will be included in the district's Crisis Management Policy and may include filing documents with a charter school sponsor, or compiling facility diagrams and site plans and on a CD Rom and distributing copies to first responders or sharing the documents with first responders during the crisis planning process.]~~

[Note: To the extent data contained in facility diagrams and site plans constitute security information pursuant to Minnesota Statutes section 13.37, school districts are advised to consult with appropriate officials and/or legal counsel prior to dissemination of the facility diagrams or site plans to anyone other than first responders.]

D. Emergency Telephone Numbers

Each site will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the Site Specific EOP ~~school district office, or at a secondary location for single site building school districts~~, and ~~will be~~ updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific site ~~building~~ in need of emergency services.

School district plans will set forth a process to internally communicate an emergency~~, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff~~ to rapidly convey emergency information to ~~a~~ multiple site ~~building~~ designees. Each plan will identify ~~a primary and secondary~~ multiple methods of communication for both internal and ~~secondary~~ district wide use. ~~It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.~~

~~[Note: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample Emergency Phone Numbers list.]~~

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school sites ~~buildings~~. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing, and to plan for the needs of areas where a public address system may not be heard clearly.

~~The site building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's site building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.~~

F. Early School Closure Procedures

The Superintendent or designee will make decisions about closing school or sites ~~buildings~~ as early in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school site ~~building~~ web sites), and will discuss the factors to be considered in closing and reopening a school or site ~~building~~.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

~~[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, provides universal procedures for severe weather shelter.]~~

G. Media Procedures

The superintendent or designee has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent or designee will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

~~[Note: The Comprehensive School Safety Guide (2011 Edition), under the~~

~~***Response section, has a sample Media Procedures form.]***~~

~~H. Behavioral Health Crisis Intervention Procedures~~

~~Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:~~

~~1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.~~

~~2. Designate specific rooms as private counseling areas.~~

~~3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.~~

~~4. Prohibit media from interviewing or questioning students or staff.~~

~~5. Provide follow-up services to students and staff who receive counseling.~~

~~6. Resume normal school routines as soon as possible.~~

H. District and School ~~Crisis~~ Mental Health Recovery Teams

The District and/or School ~~Crisis~~ Mental Health Recovery Team procedures will set forth the procedure for initiating Crisis Response Recovery Plans. The procedures will utilize available resources including the social workers, counselors, community crisis recovery teams, or others in the community. The District and/or School ~~Crisis~~ Mental Health Recovery Team procedures will be used whenever the Superintendent or the site administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or death by suicide.

~~I. Long-Term Recovery Intervention Procedures~~

~~Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:~~

~~1. Physical/structural recovery.~~

~~2. Fiscal recovery.~~

~~3. Academic recovery.~~

~~4. Social/emotional recovery.~~

~~***[Note: The Comprehensive School Safety Guide (2011 Edition), under the Recovery section, addresses the recovery components in more detail.]***~~

IV. ACTIVE SHOOTER DRILL

Duluth Public Schools does not perform Active Shooter Simulations. We conduct lockdown drills, referred to below and by state statute as "active shooter drills". The district would follow state statute if active shooter simulations were ever used.

A. Definitions

1. "Active shooter drill," called a Lockdown Drill in Duluth Public Schools, means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter or lockdown drill.

3. "Evidence-based" means a program or practice that demonstrates any of the following:

   a. a statistically significant effect on relevant outcomes based on any of the following:

      i. strong evidence from one or more well designed and well implemented experimental studies;

      ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

      iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or

   b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons.
Note: Duluth Public Schools does not conduct Active Shooter Drill simulations.
~~An active shooter drill must not be combined or conducted consecutively with any other type of emergency preparedness drill. An active shooter drill must be accompanied by an announcement prior to commencing. The announcement must use concise and age-appropriate language and, at a minimum, inform students there is no immediate danger to life and safety.~~

~~D. Notice~~

~~1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating.~~

~~2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.~~

~~3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.~~

~~E. Participation in Active Shooter Drills~~

~~Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above.~~

F. Active Shooter Simulations

Duluth Public Schools will not conduct Active Shooter Simulations.

~~A student must not be required to participate in an active shooter simulation. An active shooter simulation must not take place during regular school hours if a majority of students are present, or expected to be present, at the school. A parent or legal guardian of a student in grades 9 through 12 must have the opportunity to opt their student into participating in an active shooter simulation.~~

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

   a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

   b. the importance of taking threats seriously and seeking help; and

   c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity.

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

   a. student opportunities for leadership related to prevention and safety;

   b. encouragement and support to students in establishing clubs and programs focused on safety; and

   c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and

2. the effect of active shooter drills on the mental health and wellness of students and

staff.

~~V. SAMPLE PROCEDURES INCLUDED IN THIS POLICY~~

~~Sample procedures for the various hazards/emergencies listed below are attached to this Policy for use when drafting specific crisis management plans. Additional sample procedures may be found in the Response section of the *Comprehensive School Safety Guide* (2011 Edition). After approval by the school board, an adopted procedure will become an addendum to the Crisis Management Policy.~~

~~A. Fire~~

~~B. Hazardous Materials~~

~~C. Severe Weather: Tornado/Severe Thunderstorm/Flooding~~

~~D. Medical Emergency~~

~~E. Fight/Disturbance~~

~~F. Assault~~

~~G. Intruder~~

~~H. Weapons~~

~~I. Shooting~~

~~J. Hostage~~

~~K. Bomb Threat~~

~~L. Chemical or Biological Threat~~

~~M. Checklist for Telephone Threats~~

~~N. Demonstration~~

~~O. Suicide~~

~~P. Lock-down Procedures~~

~~Q. Shelter-In-Place Procedures~~

~~R. Evacuation/Relocation~~

~~S. Media Procedures~~

~~T. Post-Crisis Procedures~~

~~U. School Emergency Response Team~~

~~V. Emergency Phone Numbers~~

~~W. Highly Contagious Serious Illness or Pandemic Flu~~

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

Note: Additional specific procedures can be found in the Emergency Operations Plan located on the district staff website at https://www.isd709.org/staff/emergency-planning-management

[Note: School buildings must maintain ~~Material~~ Safety Data Sheets (~~M.~~S.D.S.) for all chemicals on campus. State law, federal law, and OSHA require that pertinent staff have access to ~~M.~~S.D.S. in the event of a chemical accident.]

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school sites ~~buildings~~. ~~See MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)~~.

The school district shall implement procedures to minimize outside entry into school sites ~~buildings~~ except at designated check-in points and assure that all doors are locked prior to and after regular site ~~building~~ hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

[Note: The Every Student Succeeds Act, 20* United States Code section *6301, et seq.; Title IX, 20* United States Code section *1681, et seq.; and the Unsafe School Choice Option, 20* United States Code section *7912, require school districts to establish such transfer procedures.]

~~D. Radiological Emergencies at Nuclear Generating Plants~~ [OPTIONAL]

~~School districts within a 10-mile radius of the Monticello or Prairie Island nuclear power plants will implement crisis plans in the event of an accident or incident at the power plant.~~

~~Questions relative to the creation or implementation of such plans will be directed to the Minnesota Department of Public Safety.~~

Legal References:
Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)

Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References:
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
ISD 709 ~~MSBA/MASA~~ Policy 413 (~~Prohibiting~~ Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
ISD 709 ~~MSBA/MASA~~ Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
Comprehensive School Safety Guide
Minnesota School Safety Center - Resources (mn.gov)
ISD 709 Emergency Operations Plan ~~Response Crisis Management Manual~~
ISD 709 Emergency Site Specific Operations Plan ~~Response Crisis Management Manual~~

Replacing: Policy 5123, 4040, 4040R
First Reading: 1/22/2019
Adopted: 2/26/2019 ISD 709

4040 SAFETY OF STUDENTS, STAFF, AND PUBLIC

Every reasonable precaution must be taken to protect the safety of students, employees, and other citizens present on School District property or at school approved events. It is the basic responsibility of all supervisory personnel to assure that safe conditions exist and that those who they supervise use safe practices for the conduct of their work. In addition, all students and employees shall adhere to Occupational Safety and Health Act Rules, Right to Know laws and rules, and such other safety regulations as may be promulgated from time to time by the Superintendent. The rules and regulations are to be on file in the School District's Department of Human and Community Resources and Relations.

Adopted: 01-16-1990 ISD 709
Revised: 06-20-1995 ISD 709

4040R SCHOOL DISTRICT SECURITY PROCEDURES

1. All district employees shall wear a pictured identification badge during their normal workday while on or in school district property. The badge will indicate the first initial and last name of the employee and the school or building assigned to. The badge must be visible.
2. When an employee changes his/her work site, a new identification badge will be issued.
3. An employee working less than a full year will leave his/her ID badge at their work site at the end of their contract year.
4. Students will be released from school during the day only through the office.
5. All senior high students shall carry a student ID card and present it when requested.
6. Middle and senior high students in the hallways during the time classes are in session shall carry a pass and present it when requested.
7. A senior high student who cannot produce an ID card should be escorted to the office. If he/she refuses to cooperate, he/she will be reported immediately to the principal or assistant principal.
8. Parent and community volunteers will be issued a volunteer badge which must be worn and visible.
9. All visitors during the school day will report to the office and request a visitor badge. The principal/designee will approve or deny the request. If approved, a visitor badge will be issued and required to be worn and visible. A standard district notice of this requirement will be posted at all entrances. The exception to this requirement is when a school program is held during the day and parents are in attendance.
10. All staff are expected to welcome any unidentified person and direct him/her to the office.
11. A visitor who refuses to comply with the security procedures will be asked to leave. If that request is refused, the police will be notified.
12. All schools will have designated entrances. The remaining exterior doors will be locked and exit only during the school day.
13. Each site shall have a crisis management plan in place. The plan shall contain standard procedures for emergencies as determined by the district. The plan shall be reviewed and updated each fall.
14. All employees of companies and contractors doing work on school district property while school is in session will wear a school district issued identification badge

Adopted: 12-15-1998 ISD 709

503 STUDENT ATTENDANCE

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and

the student to solve attendance problems.

b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

a. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to any member of the board, a truant officer, a principal, or the superintendent. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.

b. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school.

c. The board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.

d. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

(1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:

(a) child illness, medical, dental, orthodontic, or counseling appointments; including appointments conducted through telehealth.;

(b) family emergencies;

(c) the death or serious illness or funeral of an immediate family member;

(d) active duty in any military branch of the United States;

(e) the child has a condition that requires ongoing treatment for a mental health diagnosis; or

(f) other exemptions included in this attendance policy:
(1) College campus visits
(2) Extreme weather conditions considered by the parent/guardian to be too dangerous for the student to attend school
(3) Driver's examination. The school requires documentation in order for this to be considered an excused absence.
(4) Prearranged personal or family vacations
(5) Non-school competitions or events, parent/guardian may request an excused absence for participation in a non-school sponsored athletic, dramatic or musical event. The request must be in writing in avance of the first absence and arrangements will be made to complete missed schoolwork

(2). that the child has already completed state and district standards required for graduation from high school; or

(3). that it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause.

c. Consequences of Excused Absences

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

(3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency or placement in a partial hospitalization program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to

be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

(1) Truancy. An absence by a student which was not approved by the parent and/or the school district.

(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.

(3) Work at home.

(4) Work at a business, except under a school-sponsored work release program.

(5) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).

(6) Any other absence not included under the attendance procedures set out in this policy:
(1) Working on school assignments or preparing for exams at home
(2) Personal or family vacation that is not pre-arranged with school administration
(3) Oversleeping or missing alarms
(4) Volunteer work not related to school programming
(5) Missed transportation as scheduled

b. Consequences of Unexcused Absences

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.

(3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

   a. Students tardy at the start of school must report to the school office for an admission slip.

   b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

   Valid excuses for tardiness are:

   a. Illness.

   b. Serious illness in the student's immediate family.

   c. A death or funeral in the student's immediate family or of a close friend or relative.

   d. Medical, dental, orthodontic, or mental health treatment.

   e. Court appearances occasioned by family or personal action.

   f. Physical emergency conditions such as fire, flood, storm, etc.

   g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

   a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

   b. Three unexcused tardies are equivalent to one unexcused absence.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

III. RELIGIOUS OBSERVANCE ACCOMMODATION

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

IV. DISSEMINATION OF POLICY

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

V. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under

Minnesota Statutes section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;

8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

Legal References:
Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious Observance) Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)

Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

Replacing:	Policy 5025
First Reading:	03-22-2016
Adopted:	**04-19-2016 ISD 709**
First Reading:	06-20-2023
Second Reading:	07-18-2023
Adopted:	07-18-2023
First Reading:	01-14-2025
Second Reading:	02-11-2025

503 STUDENT ATTENDANCE

[NOTE: The provision of this policy substatially reflect statutory requirements.]

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the

administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

a. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to any member of the board, a truant officer, a principal, or the superintendent. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.

[NOTE: This paragraph quotes Minnesota Statutes, section 120A.22.]

b~~a~~. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. ~~A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.~~

[NOTE: The school district may choose to include subparagraph (b).]

c. The board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.

d~~b~~. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

(1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:

(a) child illness, medical, dental, ~~or~~ orthodontic ~~treatment~~, or ~~a~~ counseling appointments; including appointments conducted through telehealth.;

(b) family emergencies;

(c) the death or serious illness or funeral of an immediate family member;

(d) active duty in any military branch of the United States;

(e) the child has a condition that requires ongoing treatment for a mental health diagnosis; or

(f) other exemptions included in this attendance policy~~.~~:

(1) College campus visits
(2) Extreme weather conditions considered by the parent/guardian to be too dangerous for the student to attend school
(3) Driver's examination. The school requires documentation in order for this to be considered an excused absence.
(4) Prearranged personal or family vacations
(5) Non-school competitions or events, parent/guardian may request an excused absence for participation in a non-school sponsored athletic, dramatic or musical event. The request must be in writing in avance of the first absence and arrangements will be made to complete missed schoolwork

(2). that the child has already completed state and district standards required for graduation from high school; or

(3). that it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause.

[NOTE: Subparagraph 3 above incorporates the 2024 amendment to Minnesota Statutes, section 120A.22, subdivision 12.]

~~(1) Absences where the guardian has notified school within 24 hours of absence.~~

~~(1) Illness.~~

~~(2) Serious illness in the student's immediate family.~~

~~(3) A death or funeral in the student's immediate family or of a close friend or relative.~~

~~(4) Medical, dental, orthodontic or mental health treatment/appointments.~~

~~(5) Court appearances occasioned by family or personal action.~~

~~(6) Religious instruction not to exceed three hours in any week.~~

~~(7) Physical emergency conditions such as fire, flood, storm, etc.~~

~~(8) Official school field trip or other school-sponsored outing.~~

~~(9) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.~~

~~(10) Family emergencies.~~

~~(11) Active duty in any military branch of the United States.~~

~~(12) A student's condition that requires ongoing treatment for a mental health diagnosis.~~

[Note: In 2024, the Minnesota legislature amended Minnesota Statutes, section 120A.22, subdivision 12. The legitimate exceptions set forth above quote this statute. Minnesota law provides that a school board may include other exemptions in the school district's attendance policy. When considering whether to add other exemptions, school boards should consider the intent of the compulsory attendance law, which recognizes the educational value of regular attendance and class participation, and whether the proposed exemption is consistent with the intent of the law.]

c. Consequences of Excused Absences

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) Students will be allowed 2 days to makeup work for every day absent upon return to school ~~Work missed because of absence must be made up within ____ days from the date of the student's return to school~~. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

(3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency or placement in a partial hospitalization program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

(1) Truancy. An absence by a student which was not approved by the parent and/or the school district.

(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.

(3) Work at home.

(4) Work at a business, except under a school-sponsored work release program.

~~(5) Vacations with family.~~

~~(6) Personal trips to schools or colleges~~.

(5) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).

(6) Any other absence not included under the attendance procedures set out in this policy~~.~~:

(1) Working on school assignments or preparing for exams at home
(2) Personal or family vacation that is not pre-arranged with school administration
(3) Oversleeping or missing alarms
(4) Volunteer work not related to school programming
(5) Missed transportation as scheduled

b. Consequences of Unexcused Absences

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.

(3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

~~(4) Students with unexcused absences shall be subject to discipline in the following manner:~~

~~(a) From the first through the _____ cumulated unexcused absence in a [quarter or semester] the student will not be allowed to make up work missed due to such absence.~~

~~(b) After the _____ cumulated unexcused absence in a [quarter or semester], a student's parent or guardian will be notified by certified mail that his or her child is nearing a total of _____ unexcused absences and that, after the _____ unexcused absence, the student's grade shall be reduced by one increment for each unexcused absence thereafter.~~

~~(c) After such notification, the student or his or her parent or guardian may, within a reasonable time, request a conference with school officials regarding the student's absences and the prescribed discipline. The notification will state that the school strongly urges the student's parent or guardian to request such a conference.~~

~~(d) After _____ cumulative unexcused absences in a [quarter or semester] the teacher will reduce the student's letter grade by one increment for each unexcused absence thereafter (i.e. A to A-). However, prior to reducing the student's grade, an administrative conference must be held among the principal, student, and parent.~~

~~(e) After _____ cumulated unexcused absences in a [quarter or semester], the administration may impose the loss of academic credit in the class or classes from which the student has been absent. However, prior to loss of credit, an administrative conference must be held among the principal, student, and parent.~~

~~(f) If the result of a grade reduction or loss of credit has the effect of an expulsion, the school district will follow the procedures set forth in the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.~~

[NOTE: MSBA encourages school boards to consider whether

imposition of academic penalties for unexcused absences is consistent with the district's mission and pedagogical approach. If a school board determines that academic penalties should not be imposed, section 2(b) should be deleted or rewritten.]

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

   a. Students tardy at the start of school must report to the school office for an admission slip.

   b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

   Valid excuses for tardiness are:

   a. Illness.

   b. Serious illness in the student's immediate family.

   c. A death or funeral in the student's immediate family or of a close friend or relative.

   d. Medical, dental, orthodontic, or mental health treatment.

   e. Court appearances occasioned by family or personal action.

   f. Physical emergency conditions such as fire, flood, storm, etc.

   g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

   a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

   b. ~~Consequences of tardiness may include detention after _____ unexcused tardies. In addition, _____~~ Three unexcused tardies are equivalent to one unexcused absence.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

III. RELIGIOUS OBSERVANCE ACCOMMODATION

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

IV. DISSEMINATION OF POLICY

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

V. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse

for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;

8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

[NOTE: Where truancy services and programs under Minnesoat Statutes, chapter 260A are available within the school district, the following provisions should also be included in the policy.]

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

Legal References: Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious Observance) Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)

Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

Replacing: Policy 5025
First Reading: 03-22-2016
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First Reading:

516 STUDENT MEDICATION AND TELEHEALTH

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering non emergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication or telehealth during the school day. Any reference to prescription or prescribed medication or drugs in this policy includes over the counter (OTC) medication, with the exception of non prescription pain medication possession for secondary students (see section K, number 7 for requirement). The school district's licensed school nurse, trained health assistant, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. DRUG AND MEDICATION REQUIREMENTS

[NOTE: The June 2024 Model Policy 516 revisions include insertion of headings and rearrangement of paragraphs so that similar content is grouped together. School boards can choose whether to make these revisions.]

A. Administration of Drugs and Medicine

1. The administration of ~~prescription~~ medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.

2. Drugs and medicine subject to Minnesota Statutes, 121A.22 must be administered, to the extent possible, according to school board procedures that must be developed in consultation with:

   a. with a licensed nurse, in a district that employs a licensed nurse under Minnesota Statutes, section 148.171;

   b. with a licensed school nurse, in a district that employs a licensed school nurse licensed under Minnesota Rules, part 8710.6100;

   c. with a public or private health-related organization, in a district that contracts with a public or private health or health-related organization, according to Minnesota Statutes, 121A.21; or

   d. with the appropriate party, in a district that has an arrangement approved by the Commissioner of the Minnesota Department of Education, according to Minnesota Statutes, 121A.21.

   [NOTE: Paragraph III.A.2 had appeared in a different spot in previous versions of this model policy. In June 2024, the paragraph is located here and is updated to reflect 2024 legislative changes.]

3. Exclusions

   [Note: The provisions of III.A.3 are optional. The school board may choose to include or exclude any of the provisions specified. These exclusions appeared in previous versions of this model policy.]

The provisions on administration of drugs and medicine above do not apply to drugs or medicine that are:

a. ~~purchased without a prescription;~~

b. used by a pupil who is 18 years old or older;

c. used in connection with services for which a minor may give effective consent;

d. used in situations in which, in the judgment of the school personnel, including a licensed nurse, who are present or available, the risk to the pupil's life or health is of such a nature that drugs or medicine should be given without delay;

e. used off the school grounds;

f. used in connection with athletics or extracurricular activities;

g. used in connection with activities that occur before or after the regular school day;

h. provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law;

i. prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:

   a. the school district has received a written authorization each school year from the pupil's parent permitting the student to self-administer the medication;

   b. the inhaler is properly labeled for that student; and

   c. the parent has not requested school personnel to administer the medication to the student.

   In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

   If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers.

j. epinephrine auto-injectors, consistent with Minnesota Statutes, section 121A.2205, if the parent and prescribing medical professional annually inform the pupil's school in writing that

   a. the pupil may possess the epinephrine or

   b. the pupil is unable to possess the epinephrine and requires

immediate access to epinephrine auto-injectors that the parent provides properly labeled to the school for the pupil as needed.

k. For the purposes of Minnesota Statutes, 121A.22, special health treatments and health functions, such as catheterization, tracheostomy suctioning, and gastrostomy feedings, do not constitute administration of drugs or medicine.

l. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.

B. Prescription Medication

1. An "Authorization to Administer Medication" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes section 152.22, Subd. 6.

~~C.~~ 2. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label. Over the counter medications must be in a properly labeled container and have the manufacturer's recommendations clearly written.

~~D.~~ 3. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.

~~E.~~ 4. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Paragraph III.A.3(i) above ~~Part J.5. below~~), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).

~~F.~~ 5. The school must be notified immediately by the parent or student 18 years old or older of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.

~~H.~~ 6. The school nurse, or other designated person, shall be responsible for the filing of the Authorization to Administer Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.

~~G.~~ 7. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.

~~I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minnesota Statutes section 121A.21).~~

[NOTE: This paragraph is moved to Paragraph III.A.3 above, where it is updated to reflect 2024 legislative changes.]

~~J.~~ 8. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

[NOTE: Starting in June 2024, the exceptions appear under Article III.A.3 above.]

~~K. Specific Exceptions:~~

~~1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;~~

~~2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;~~

~~3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;~~

~~4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;~~

~~5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:~~

~~a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;~~

~~b. the inhaler is properly labeled for that student; and~~

~~c. the parent has not requested school personnel to administer the medication to the student.~~

~~The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.~~

~~If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;~~

~~6. Medications:~~

~~a. that are used off school grounds;~~

~~b. that are used in connection with athletics or extracurricular activities; or~~

~~c. that are used in connection with activities that occur before or after the regular school day are not governed by this policy.~~

C. ~~7.~~ Nonprescription Medication

A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. Over the counter medications must be in a properly labeled container and have the manufacturer's recommendations clearly written. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any rug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

D. ~~8.~~ Possession and Use of Epinephrine Auto-Injectors

At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

1. ~~a.~~ possess epinephrine auto-injectors; or

2. ~~b.~~ if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

For the purposes of this policy, "instructional day" is defined as eight hours for each student contact day.

[NOTE: Minnesota law states that "the school board of the school district must define instructional day for the purposes of Minnesota Statutes, 121A.2205." A sample definition appears above. School districts can create a definition that fits their circumstances.]

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's ~~§~~ Section 504 plan.

~~M.~~ Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel, including a licensed nurse, to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with Minnesota Statutes, section 121A.2208 ~~this section~~ is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

Effective July 1, 2024, registered nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol as authorized under Minnesota Statutes, section 148.235, subdivision 8. Notwithstanding any limitation in Minnesota Statutes, sections 148.171 to 148.285, licensed practical nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol that does not reference a specific patient and that specifies the circumstances under which the epinephrine auto-injector is to be administered, when caring for a patient whose condition falls within the protocol.

[NOTE: The paragraph above was signed into law in May 2024. It is new model policy language.]

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

E. ~~9.~~ Sunscreen

A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

~~L. "Parent" for students 18 years old or older is the student.~~

~~N~~F. Procedure regarding unclaimed drugs or medications

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.

2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section§ 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.

3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section§ 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the

prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

A. Beginning October 1, 2024, to the extent space is available, the school district must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.

B. The space must provide a student privacy to receive mental health care.

C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the district or school policy governing acceptable use of the school-issued device.

D. A school may require a student requesting access to space under this section to submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.

[NOTE: The Minnesota legislature enacted Article IV in the spring 2024.]

Legal References:
Minn. Stat. § 13.32 (Student Health Data)
Minn. Stat. § 121A.21 (School Health Services ~~Hiring of Health Personnel~~)
Minn. Stat. § 121A.216 (Access to Space for Mental Health Care through Telehealth)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 148.171 (Definitions; Title)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Rule 8710.6100 (School Nurse)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act ~~Improvement Act of 2004~~)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References:
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)
~~Policy 4035 (Drug-Free Workplace)~~
~~Policy 4036 (Drug and Alcohol Testing)~~

~~Policy 4036R (Drug and ALcohol Testing Regulations)~~

Replacing:	Policy 6180 (Medication Administration in School) Policy 6180R (Procedures of Administration of Medication During the School Day)
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Reviewed:	

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPS FROM SCHOOL GROUNDS

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to use a restrictive procedure or remove, if necessary, a student with an individualized education program (IEP) from school grounds.

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct, which, in the judgment of school personnel, endangers or may endanger the health, safety, o property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

A. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.

B. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.

C. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

D. "Physical holding" means physical intervention intended to hold a child immobile or limit a child's movement, where body contact is the only source of physical restraint, and where immobilization is used to effectively gain control of a child in order to protect a child or other individual from physical injury.

[NOTE: This definition is added to provide clarity for discussion of physical holds later in this policy and in light of recent Minnesota legislative action.]

~~D. "Police liaison officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement~~

~~assistance and support to the building administration and to promote school safety, security, and positive relationships with students.~~

E. The phrase "remove the student from school grounds" is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.

F. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

[NOTE: The 2024 Minnesota legislature enacted this definition of "school resource officer." MSBA deleted the definition of "police liaison officer" as part of this change. School districts should use the term that reflects their local circumstances.]

~~F~~G. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).

~~G~~H. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. REMOVAL OF STUDENTS FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health and safety, or property of the student, other students or staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the ~~police liaison~~ school resource officer or a peace officer.

B. Removal By ~~Police Liaison~~ School Resource Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the ~~police liaison~~ school resource officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may

endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school

personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

1. In removing a student from school grounds, a building administrator, other crisis team members, or the ~~police liaison~~ school resource officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to self or another.

2. In removing a student from school grounds, ~~police liaison~~ school resource officers and school district personnel are further prohibited from engaging in the following conduct:

   ~~1~~a. Corporal punishment prohibited by Minnesota Statutes section 121A.58;

   ~~2~~b. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;

   ~~3~~c. Totally or partially restricting a child's senses as punishment;

   ~~4~~d. Denying or restricting a child's access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;

   ~~5~~e. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota Statutes Chapter 260E;

   ~~6~~f. Physical holding (as defined in Minnesota Satutes section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;

   ~~7~~g. Withholding regularly scheduled meals or water; and/or

   ~~8~~h. Denying a child access to toilet facilities.

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal or use of a restrictive procedure.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minnesota Statuets section 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67 (Removal by Police Officer)
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)

Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Act)
34 C.F.R. § 300.535 (Referral to Action by Law Enforcement and Judicial Authorities)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 507 (Corporal Punishment and Prone Restraint)
MSBA/MASA Model Policy 507.5 (School Resource Officers)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

Replacing:	Policy 5093
First Reading:	05.17.2016
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Reviewed:	

535 SERVICE ANIMALS IN SCHOOLS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Service Animal

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

B. Handler

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

C. Work or Tasks

1. "Work or tasks" are those functions performed by a service animal.

2. Examples of "work or tasks" include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

D. Trainer

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

IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school- sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.

B. It is an unfair discriminatory practice to prohibit ~~a~~ person with a disability from taking a service animal into the public place or conveyance to aid persons with disabilities, and if the service animal is properly harnessed or leashed so that the person with a disability may maintain control of the service animal.

C. The school district shall not require a person with a disability to make an extra payment or pay an additional charge when taking a service animal into any school district building.

[NOTE: The 2024 Minnesota legislature revised Minn. Stat. 3631.19, as reflected in Paragraphs B. and C.]

~~B~~D. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:

1. Is the service animal required because of a disability; and

2. What work or tasks is the service animal trained to perform.

~~C~~E. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.

~~D~~F. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

V. REQUIREMENTS FOR ALL SERVICE ANIMALS

A. The service animal must be required for the individual with a disability.

B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.

C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective

means).

D. The service animal must be housebroken.

E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.

F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.

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

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

VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

A. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.

B. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:

1. Any of the requirements described in Part V., above, are not met.

2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;

3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or

4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.

B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES

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

A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;

B. Whether the handler has sufficient control of the miniature horse;

C. Whether the miniature horse is housebroken; and

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

IX. ALLERGIES; FEAR OF ANIMALS

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

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

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

XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES

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

XII. LIABILITY

A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.

B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

Legal References: Section 504 of the Rehabilitation Act of 1973
28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136 (ADA Regulations)

20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
Minn. Stat. § 256C.02 (Public Accommodations for Persons with Disabilities)
Minn. Stat. § 363A.19 (Discrimination Against ~~Blind, Deaf, or Other Persons with Physical or Sensory~~ Disabilities Prohibited)
Minn. Stat. § 609.226 (Harm Caused by Dog)
Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

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

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Reviewed:

608 INSTRUCTIONAL SERVICES – SPECIAL EDUCATION

I. PURPOSE

The purpose of this policy is to set forth the position of the school board on the need to provide special educational services to some students in the school district.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that some students need special education and further recognizes the importance of providing a free appropriate public education and delivery system for students in need of special education.

III. CHILDREN BIRTH THROUGH AGE SIX EXPERIENCING DEVELOPMENTAL DELAYS

A. "Child with a disability" means a child identified under federal and state special education law as deaf or hard-of-hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of the Minnesota Department of Children, Youth, and Families for children from birth through age two and by the rules of the Commissioner of the Minnesota Department of Education for all other children. A licensed physician, an advanced practice registered nurse, a physician assistant, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability.

B. In addition to Paragraph A, every child under age three and, at local district discretion, every child from age three through age six, who needs special instruction and services, as determined by the rules of the Commissioner of the Minnesota Department of Children, Youth, and Families for children under age three and by the rules of the Commissioner of the Minnesota Department of Education for children ages three through six, because the child has a substantial delay or has a diagnosed physical or mental condition or disorder with a high probability of resulting in developmental delay is a child with a disability.

C. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner of the Minnesota Department of Children, Youth, and Families for children from birth through age two and by the rules of the Commissioner of the Minnesota Department of Education for all other children, is not a child with a disability.

[NOTE: The 2024 Minnesota legislature revised these provisions in part to account for the responsibilities of the new Department of Children, Youth, and Families. The provisions quote Minnesota Statutes, section 125A.02.]

~~III~~IV. RESPONSIBILITIES

A. The school board accepts its responsibility to identify, evaluate, and provide special education and related services for students with disabilities who are properly the responsibility of the school district and who meet the criteria to qualify for special education and related services as set forth in Minnesota and federal law.

B. The school district shall ensure that all qualified students with disabilities are provided special education and related services which are appropriate to their educational needs.

C. When such services require or result from interagency cooperation, the school district shall participate in such interagency activities in compliance with applicable federal and state law.

D. The school district may conduct an assessment for developmental adapted physical education, as defined in Minnesota Rules, part 3525.1352, as a stand-alone evaluation without conducting a comprehensive evaluation of the student in accordance with prior written notice provisions in Minnesota Statutes, section 125A.091, subdivision 3a. A parent or guardian may request that the school district conduct a comprehensive evaluation of the parent's or guardian's student.

[NOTE: The 2024 Minnesota legislature enacted paragraph D. This provision is permissive, not mandatory. A school board can decide whether to add it to a policy.]

Legal References:
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 125A.02 (~~Definition of~~ Child with a Disability Defined)
Minn. Stat. § 125A.027 (Rulemaking)
Minn. Stat. § 125A.03 (Special Instruction for Children with a Disability)
Minn. Stat. § 125A.08 (Individualized Education Programs)
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
Minn Stat. § 125A.29 (~~District Obligations~~ Responsibilities of County Boards and School Boards)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education ~~Improvement~~ Act ~~of 2004~~)

Cross References:
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Replacing: Policy 5155
Adopted: 2/20/2016
Reviewed:

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and Minnesota Rules parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

"Authorized representative" means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

"Biometric record," as referred to in "Personally Identifiable," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

"Dates of attendance," as referred to in "Directory Information," means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

1. Under federal law, "~~D~~directory information" ~~under federal law,~~ means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of

members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

~~1.~~ a. a student's social security number;

~~2.~~ b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;

~~3.~~ c. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;

~~4.~~ d. personally identifiable data which references religion, race, color, social position, or nationality; or

~~5.~~ e. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

[NOTE: Under the federal Family Educational Rights and Privacy Act (FERPA), the federal definition of "directory information" identifies the types of information that may be specifically referenced as directory information. The federal definition applies to information requests by military recruiting officers, as set out in Article XI below.]

2. Under Minnesota law, a school district may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information."

~~[Note: The federal definition includes all of the types of information specifically referenced as directory information. The federal definition applies to information requests by military recruiting officers, as set out in Article XI below.~~

~~The Minnesota definition imposes additional restrictions upon the types of information that may be designated as directory information.~~

Minnesota law prohibits schools from designating student contact information as "directory information" despite the FERPA definition. Minnesota schools should comply with Minnesota law and should not include student contact information in their definition of "directory information."

This June 2024 revision to the "directory information" section seeks to clarify the law; no substantive change is presented in this revision.]

[Note: A school district may choose not to designate some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality. Federal law now allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board who must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]

[NOTE: The 2024 Minnesota legislature enacted Minnesota Statutes, section 480.40, which includes a law limiting disclosure of personal information concerning "judicial officials." The new law includes a definition of "judicial official" that school districts can review. "Personal information" about a judicial official includes "the name of any child" and the name of any school that such a child attends if combined with an assertion that the child attends the school. School districts may not "knowingly publicly post, display, publish, sell, or otherwise make available on the Internet the personal information of any judicial official," including in response to requests for directory information.]

E. Education Records

1. What constitutes "education records." Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.

2. What does not constitute education records. The term "education records" does not include:

   a. Records of instructional personnel that are:

      (1) kept in the sole possession of the maker of the record;

      (2) used only as a personal memory aid;

      (3) not accessible or revealed to any other individual except a temporary substitute teacher; and

      (4) destroyed at the end of the school year.

b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

(1) maintained separately from education records;

(2) maintained solely for law enforcement purposes; and

(3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which:

(1) are made and maintained in the normal course of business;

(2) relate exclusively to the individual in that individual's capacity as an employee; and

(3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:

(1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

(2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;

2. Perform a supervisory or instructional task directly related to the student's education;

3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; or

4. Perform a task directly related to responding to a request for data.

J. Parent

"Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked

or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

"Responsible authority" means Executive Director of Business Services and Finance Simone Zunich.

N. Student

"Student" includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

P. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations

promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;

2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;

4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;

5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;

6. The right to be informed about rights under the federal law; and

7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations section 99.31(a).

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

    a. a specification of the records to be disclosed;

    b. the purpose or purposes of the disclosure;

    c. the party or class of parties to whom the disclosure may be made;

    d. the consequences of giving informed consent; and

    e. if appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:

    a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and

    b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

    a. identifies and authenticates a particular person as the source of the electronic consent; and

    b. indicates such person’s approval of the information contained in the electronic consent.

5. If the responsible authority seeks an individual’s informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

    a. in plain language;

    b. dated;

    c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

    d. specific as to the nature of the information the subject is authorizing to be disclosed;

    e. specific as to the persons or agencies to whom the subject is

authorizing information to be disclosed;

f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and

g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:

a. performs an institutional service or function for which the school district would otherwise use employees;

b. is under the direct control of the school district with respect to the use and maintenance of education records; and

c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;

3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal

Every Student Succeeds Act, 20 United States Code, section 7917, ~~*[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]*~~ and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

   a. determine eligibility for the aid;

   b. determine the amount of the aid;

   c. determine conditions for the aid; or

   d. enforce the terms and conditions of the aid.

   "Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

   a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

   b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;

9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;

10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 ~~U.S.C. §~~ United States Code, section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other

individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;

14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;

15. To the parent of a student who is not an eligible student or to the student himself or herself;

16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

    a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

    b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1)

use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and

describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

23. When requested, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

[NOTE: The 2024 Minnesota legislature enacted this provision.]

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;

2. Pursuant to a statute specifically authorizing access to the private data; or

3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. ~~Classification~~

~~Directory information is public except as provided herein.~~

Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:

   a. Minnesota Statutes, section 13.32, subdivision 5; and

   b. 20 United States Code, ~~title 20,~~ section 1232g, and 34 Code of Federal Regulations, ~~title 34,~~ section 99.37, which were in effect on January 3, 2012.

2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under this section.

3. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

[Note: This section became effective on the day following final enactment (May 19, 2023). Beginning on the effective date, a student's personal contact information subject to this section must be treated as private educational data under Minnesota Statutes, section 13.32, regardless of whether that contact information was previously designated as directory information under Minnesota Statutes, section 13.32, subdivision 5].

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time,

the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. ~~Prior to such disclosure the school district shall:~~

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.

~~1~~.2. The school district shall give annual~~Annually give public~~ notice by any means that are reasonably likely to inform the parents and eligible students of:

a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;

b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

~~2~~.3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of ~~this policy.~~

~~3~~.4. A parent or eligible student may not opt out of the directory information disclosures to:

a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or

b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

4.5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;

2. Home address;

3. School presently attended by student;

4. Parent's legal relationship to student, if applicable; and

5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be

signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;

b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;

c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;

d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and

e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes Chapter 260E , written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties,

such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes Chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes Chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

2. A complainant has access to a statement he or she provided to the school district.

3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes section 13.393.

4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

    a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

    b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or

    c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration

proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40, *et seq*.

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;

2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and

3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority Executive Director of Business Services and Finance in writing by Oct. 1st each year. The written request must include the following information:

1. Name of student and parent, as appropriate;

2. Home address;

3. Student's grade level;

4. School presently attended by student;

5. Parent's legal relationship to student, if applicable;

6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and

7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.

D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

a. The disclosures meet the requirements of Section VI. of this policy; and

b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code, section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;

2. Titles and addresses of person(s) responsible for the security of student records;

3. Location of student records, by category, in the buildings;

4. Means of securing student records; and

5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:

   a. the parties who have requested or received personally identifiable information from the education records of the student;

   b. the legitimate interests these parties had in requesting or obtaining the information; and

   c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:

   a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;

   b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and

   c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures

of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B) or an act of domestic or international terrorism.

4. The record of requests of disclosures may be inspected by:

   a. the parent of the student or the eligible student;

   b. the school official or his or her assistants who are responsible for the custody of the records; and

   c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

   a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

   b. the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and

2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.

3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

   a. the cost of materials, including paper, used to provide the copies;

   b. the cost of the labor required to prepare the copies;

   c. any schedule of standard copying charges established by the school

district in its normal course of operations;

d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and

e. mailing costs.

2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.

2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.

3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly

and so inform the parent of the student or the eligible student in writing.

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.

3. Any statement placed in the education records of the student under Subdivision B. of this section shall:

   a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and

   b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.

2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.

4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or

other data practices problems.

B. Data practices compliance official means Executive Director of Business Services and Finance Simone Zunich.

C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;

4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the superintendent's office.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 480.40 (Personal Information, Dissemination)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)

20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References:
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

Replacing: Policy 5060
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Second Reading: 06.20.2023
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Revised:

1150 REQUESTS FOR INFORMATION ON STUDENTS

School District personnel receive requests from medical centers, clinics, community agencies, and the like, for information concerning specific students. A "release of information" signed by the parent and generally obtained by the requesting agency must accompany the request. Information may not be released to individuals outside the school system unless they have custody of the child or written permission from the parent who has custody.

Adopted: 06-09-1970 ISD 709
Revised: 0-6-20-1995 ISD 709

504 STUDENT DRESS AND APPEARANCE

I. PURPOSE

The purpose of this policy is to enhance the education of students by establishing expectations of dress and grooming that are related to educational goals and community standards.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).

B. Appropriate clothing includes, but is not limited to, the following:

1. Clothing appropriate for the weather.

2. Clothing that does not create a health or safety hazard.

3. Clothing appropriate for the activity (i.e., physical education or the classroom).

C. Inappropriate clothing includes, but is not limited to, the following:

1. Clothing bearing a message that is lewd, vulgar, or obscene.

2. Apparel promoting products or activities that are illegal for use by minors.

3. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in MSBA/MASA Model Policy 413.

4. Any apparel or footwear that would damage school property.

D. Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.

E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, or do not advocate violence or harassment against others.

F. "Gang," as defined in this policy, means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. "Pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

III. PROCEDURES

A. When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified.

Students who are in violation of the dress code will be asked to change clothes, cover up existing clothing if possible or go home to change so that they meet dress code. In the event a student must go home and change, the parent will be contacted. The student must sign in and out at the Attendance Office.

B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.

C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

Legal References:
U. S. Const., amend. I
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503 (1969)
B.W.A. v. Farmington R-7 Sch. Dist., 554 F.3d 734 (8th Cir. 2009)
Lowry v. Watson Chapel Sch. Dist., 540 F.3d 752 (8th Cir. 2008)
Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)
B.H. ex rel. Hawk v. Easton Area School Dist., 725 F.3d 293 (3rd Cir. 2013)
D.B. ex rel. Brogdon v. Lafon, 217 Fed.Appx. 518 (6th Cir. 2007)
Hardwick v. Heyward, 711 F.3d 426 (4th Cir. 2013)
Madrid v. Anthony, 510 F.Supp.2d 425 (S.D. Tex. 2007)
McIntire v. Bethel School, Indep. Sch. Dist. No. 3, 804 F.Supp. 1415 (W.D. Okla. 1992)
Hicks v. Halifax County Bd. of Educ., 93 F.Supp.2d 649 (E.D. N.C. 1999)
Olesen v. Bd. of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820 (N.D. Ill. 1987)

Cross References:
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)

Replacing:	Policy 5100
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504R STUDENT DRESS AND APPEARANCE

Statement

The staff, students, parents, and the Duluth Public Schools community recognized the importance and necessity for students' attire to be respectful and appropriate for school. To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently and in a manner that does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size. Duluth Public Schools expects that all students will dress in a way that is appropriate for the school day or for any school sponsored event. Student dress choices should respect the District's intent to sustain a community that is inclusive of a diverse range of identities.

The primary responsibility for a student's attire resides with the student and their parent(s) or guardian(s). The school district supports student attire that reflects their personal style and identity; that fosters a welcoming, safe, and respectful environment for all students, and the dress code celebrates and embraces the diversity and inclusion of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, or body type/size as long as it doesn't interfere with the health, safety, and educational opportunities for students. Any restrictions to the way a student dresses must be necessary to support the overall educational goals of the school and must be explained within this dress code.

Our values are:

- All students should be able to dress comfortably for school and engage in the educational environment without fear of or actual unnecessary discipline or body shaming.
- All students and staff should understand that they are responsible for managing their own personal "distractions" without regulating individual students' clothing/self-expression.
- Student dress code should support school attendance and engagement.
- Dress code violations should be addressed using student/body-positive language to explain the code.
- Teachers should focus on teaching and students focus on learning without the distraction and often uncomfortable burden of addressing dress code violations.
- Reasons for conflict and inconsistent and/or inequitable discipline should be minimized whenever possible.

~~1.~~ Basic Principle: Certain body parts must be covered for all students at all times. ~~Clothes must be worn in a way such that genitals, buttocks, breasts, and nipples are fully covered with opaque fabric.~~ Clothing must be appropriate for the activity (PE, Outside, Classroom, etc.)

1. Student Must Wear~~, while following the basic principle of Section 1 above~~:

    - A Shirt ~~(with fabric in the front, back and sides that covers the middle torso)~~ AND
    - Pants/jeans or the equivalent (for example, a skirt, sweatpants, leggings, a dress or shorts) AND
    - Weather & activity appropriate garments and shoes (coats, boots, mittens, tennis shoes, etc.)
    - Activity appropriate clothing for Physical Education classes
        - Swimming:
            - A well fitting swimsuit is required
            - A swim cap should be worn at all times when in the pool
            - Students may choose to wear a rash guard (swim shirt)

- Gymnasium and weight rooms:
  - Shorts and t-shirts are required
  - Clean athletic shoes

2. Student May Wear:

   - Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.
   - Note: Staff may direct students to remove headwear that causes a disturbance or problems which interrupt an event, activity, or process to the learning environment.

3. Students Cannot Wear:

   - Any clothing that reveals visible undergarments (visible waistbands and visible straps are allowed).
   - Bulky jackets/coats intended for outside wear and must be kept in the student's locker during regular school hours.
   - Clothing that includes words or pictures that are obscene, vulgar, sexually explicit, convey sexual innuendo, abuse or discrimination, or which promote or advertise alcohol, chemicals, tobacco or any other product that is illegal for use by minors and illegal on school property, will not be allowed.
   - Objectionable emblems, badges, symbols (including confederate flags & swastika's), derogatory mascots, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to any group, evidences of gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals is not allowed.

Students who are in violation of the dress code will be asked to change clothes, cover up existing clothing if possible or go home to change so that they meet dress code. In the event a student must go home and change, the parent will be contacted. The student must sign in and out at the Attendance Office.

References: 514 Bullying Prevention
521 Student Disability Nondiscrimination
522 Title IX Sex Nondiscrimination Policy
541 Gender Inclusion
526 Hazing
413 Prohibiting Harassment and Violence
Duluth Public Schools Code of Conduct

Adopted: 06-15-2023
Reviewed:

503F: Form to Appeal for Excused Absence

Student Name: _____

School Attending: _____ **Grade:** _____

Parent/Guardian Name: _____ **Phone #:** _____

Date(s) of Absence: _____

Reason for Absence: _____

Date of Appeal: _____

Please provide a detailed explanation for the absence(s) and any supporting documentation:

Submission and Appeal Process:

1. First, submit this form to the Principal.
2. If the issue is not resolved, appeal to the Superintendent.
3. If further action is needed, appeal to any School Board Member.
4. As a final step, contact the Truancy Officer.

Important Note Regarding Absences and Attendance:

- It is the responsibility of the parent or guardian to inform the school of any student absence using the school's designated communication method (attendance line, email, etc.) within 48 hours.
- Documentation for excused absences may be required if a student accumulates more than twelve (12) absences, and a doctor's note is required for illnesses lasting longer than three days.

NOTE: Under Minnesota Statute 120A.22, a parent, guardian, or other person having control of a child may apply to the school district to have the child excused from attendance for part or all of the school year. This form facilitates that application process, which can be made to a school board member, truant officer, principal, or superintendent. Please note that a statement from a physician or licensed mental health professional indicating the child's inability to attend school is considered a valid excuse for absence.

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Tuesday, February 11, 2025
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 2
   - B. **Business Services**
     - 1) Enrollment Report 4
     - 2) Child Nutrition Department Report 9
     - 3) Facilities Department Report 12
     - 4) Technology Department Report 15
     - 5) Transportation Department Report 16
3. **Recommended Resolutions**
   - A. B-2-25-4089 - Acceptance of Donations to Duluth Public Schools 17
4. **Consent Agenda**
   - A. HR Staffing Report 19
   - B. Finances
     - 1) Financial Report 20
     - 2) Fundraisers 21
   - C. Bids, RFPs, and Quotes
     - 1) BID #1332 - Uninterruptible Power Supply (UPS) 22
     - 2) BID #1334.1 - ISP and MAN Services 23
     - 3) BID #1335.1 - MAN Services (Arvig Building & Tech Village Locations) 24
     - 4) BID #1336 - District 709 Solar Power 25
   - D. Contracts, Change Orders and Leases - None
5. **Miscellaneous Informational Items (no action required)**
   - A. Expenditure Contracts 26
   - B. No Cost Contracts 113
   - C. Revenue Contracts - None
   - D. Grant Applications 130

Human Resources Report for February 2025 School Board Meeting
Highlighting January 2025 Activities

Department:	Human Resources
HR|Business Services Committee:	02.11.2025
Regular Board Meeting:	02.25.2025
Report Prepared By:	Theresa Severance

Manager's Minutes:

- The Payroll team worked feverishly in January to print and mail W2s to employees. Despite efforts to move employees to electronic versions and contain costs from printing and mailing, the team printed and mailed 1635 W2s to current and former employees.
- January was also a busy month for the Human Resources team, working through displacements and other staffing changes/notices. In January, the team emailed and mailed a total of 63 letters.
- In January, several members of the HR Leadership team attended the Minnesota Association of School Personnel Administrators (MASPA) annual winter conference on January 31. Topics presented were leading through disruption of change, managing employee morale and recurring legal issues for personnel administrators.
- On January 27th, the Benefits team hosted a Retirement Session for all employees considering retirement in the next one to two years. Fifteen employees attended the session.

What We're Working On:

- District Recruitment Plan and American Indian Recruitment Plan
- Transportation HIring Event Planning
- Wellness Fair (May 27th with Professional Development Day)
- ACA Reporting
- DDWIAA Negotiations have continued with the latest meeting happening 02/04/2025

Upcoming Changes/Improvements to the Department:

- Career and Hiring events we are attending in March
    - Fond du Lac Tribal and Community College Job Fair on March 10, 2025
    - Lake Superior College Career Transfer and Job Fair on March 26, 2025
- Summer School positions are posted

Staffing Report:

- Certified Appointments - 1
- Certified Leaves - 2
- Certified Resignations - 2
- Certified Retirements - 5

- Non-Certified Appointments - 9
- Non-Certified Leaves - 5
- Non-Certified Resignations - 7
- Non-Certified Retirements - 0

Open Positions:

Certified:

Teachers (7)
- *Elementary (2)*
- *Middle School (1)*
- *High School (1)*
- *Special Education (2)*
- *Adult Basic Education (1)*

Summer School (19)

Principal (1)

Non-Certified:

Clerical (1)

Child Nutrition (5)

Maintenance (5)
- *Master Electrician (1)*
- *Second Shift Engineer I (1)*
- *Second Shift Engineer II (2)*

Playground/Cafeteria Monitor (7)

Transportation (5)
- *School Bus Driver II (1)*

Paraprofessionals (8)
- *Certified Lifeguard (1)*
- *Cultural Immersion Program Para (1)*
- *Educational Sign Language Facilitators (1)*
- *Sp. Ed. Building Wide Para ECSE (1)*
- *Sp. Ed. Para Keyzone (1)*
- *Sp. Ed. Program Para LPN (1)*
- *Sp. Ed. Program Para LTS (1)*
- *Sp. Ed. Paraprofessional Student Specific Setting III (1)*

***Additional Department Attachments to Follow this Report on Board Book

2024-2025 School	Total Enroll	Total Gr 1-5	K	1	2	3	4	5	6	7	8	9	10	11	12
Congdon Park 435	471.00	396.00	75.00	78.00	77.00	68.00	82.00	91.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	453.00	375.00	78.00	68.00	78.00	75.00	76.00	78.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	256.33	212.33	44.00	34.00	43.00	49.33	46.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	511.00	437.00	74.00	81.00	99.00	77.00	90.00	90.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	314.00	255.00	59.00	52.00	48.00	56.00	45.00	54.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion	327.00	267.00	60.00	52.00	59.00	61.00	49.00	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	266.00	229.00	37.00	42.00	46.00	53.00	44.00	44.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	313.14	256.14	57.00	62.00	42.00	54.00	52.14	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	396.00	323.00	73.00	77.00	68.00	60.00	63.00	55.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	231.00	195.00	36.00	43.00	45.00	33.00	38.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	672.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	249.87	243.00	180.00	0.00	0.00	0.00	0.00
Ordean East Middle 335	1082.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	347.41	378.33	357.12	0.00	0.00	0.00	0.00
AE Online 650	186.56	0.00							0.00	0.57	0.28	25.86	52.44	64.56	42.85
Denfeld 215	928.03	0.00							0.00	0.00	0.00	250.71	250.61	247.61	179.10
East 220	1388.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	394.01	350.79	320.11	323.45
Merritt Creek Academy 81	86.74	34.00	2.00	2.00	7.00	8.00	11.00	6.00	6.00	11.00	10.74	10.00	9.00	3.00	1.00
ALC 611	88.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.44	30.57	39.00
Chester Creek Academy 575	31.00	19.00	0.00	2.00	1.00	5.00	8.00	3.00	1.00	4.00	1.00	4.00	1.00	1.00	0.00
Rock Ridge Academy 580	37.00	10.00	2.00	1.00	1.00	3.00	2.00	3.00	3.00	2.00	3.00	5.00	6.00	4.00	2.00
Arrowhead Academy 605	14.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	3.00	2.33	6.00	2.00
Bethany Crisis Shelter 615	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	0.00	0.00
Hospitals 630	25.00	9.00	0.00	0.00	1.00	1.00	2.00	5.00	1.00	0.00	3.00	4.00	4.00	2.00	2.00
The Bridge 950	21.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.00
Total:	8100.23	3017.47	597.00	594.00	615.00	603.33	608.14	597.00	608.28	638.90	556.14	696.58	694.61	678.85	612.40

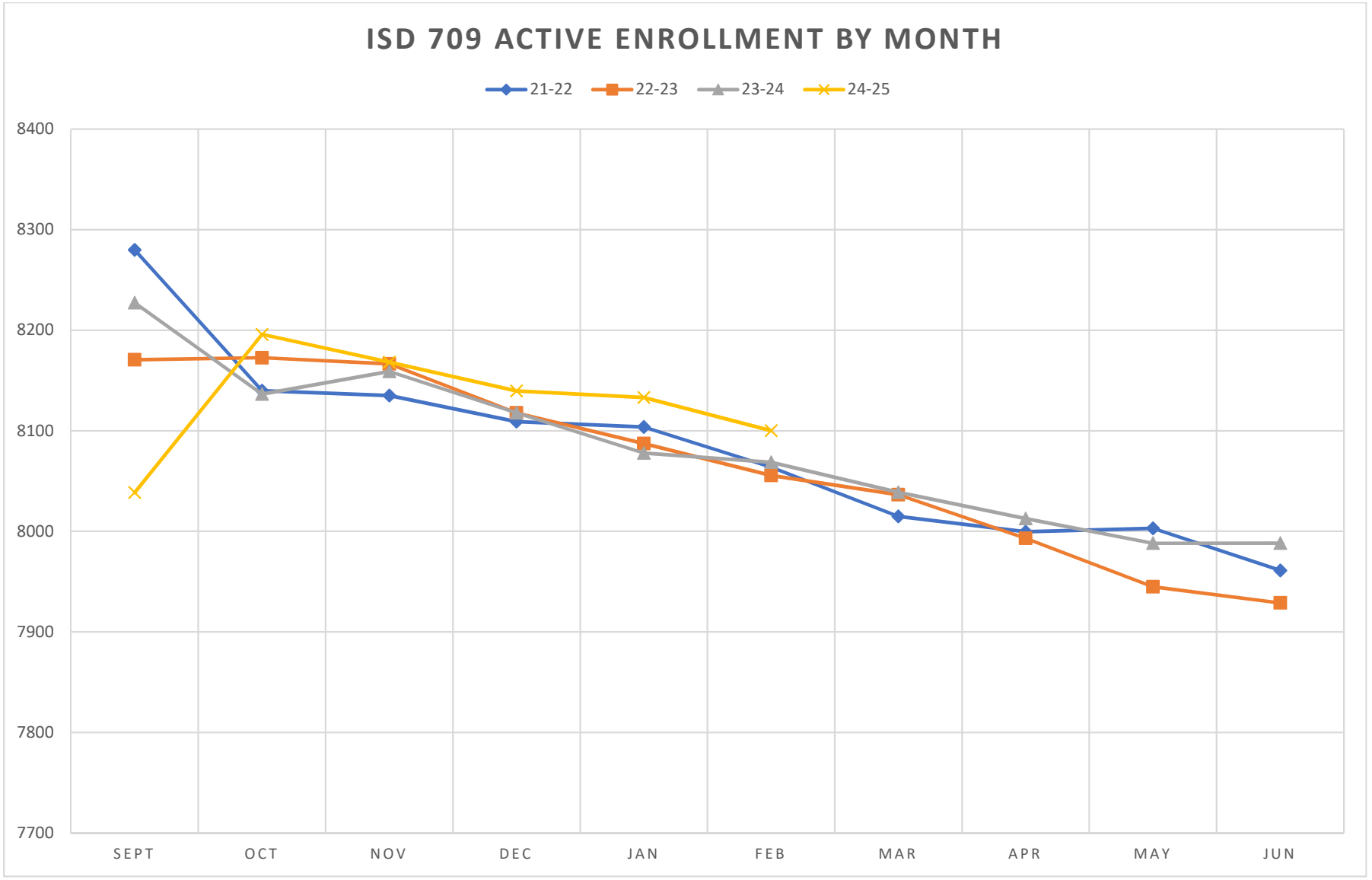
767 students
45 Open Enrolled, 38 FT Residents, 684 PT Residents
average enrollment 0.24 or less than 2 classes

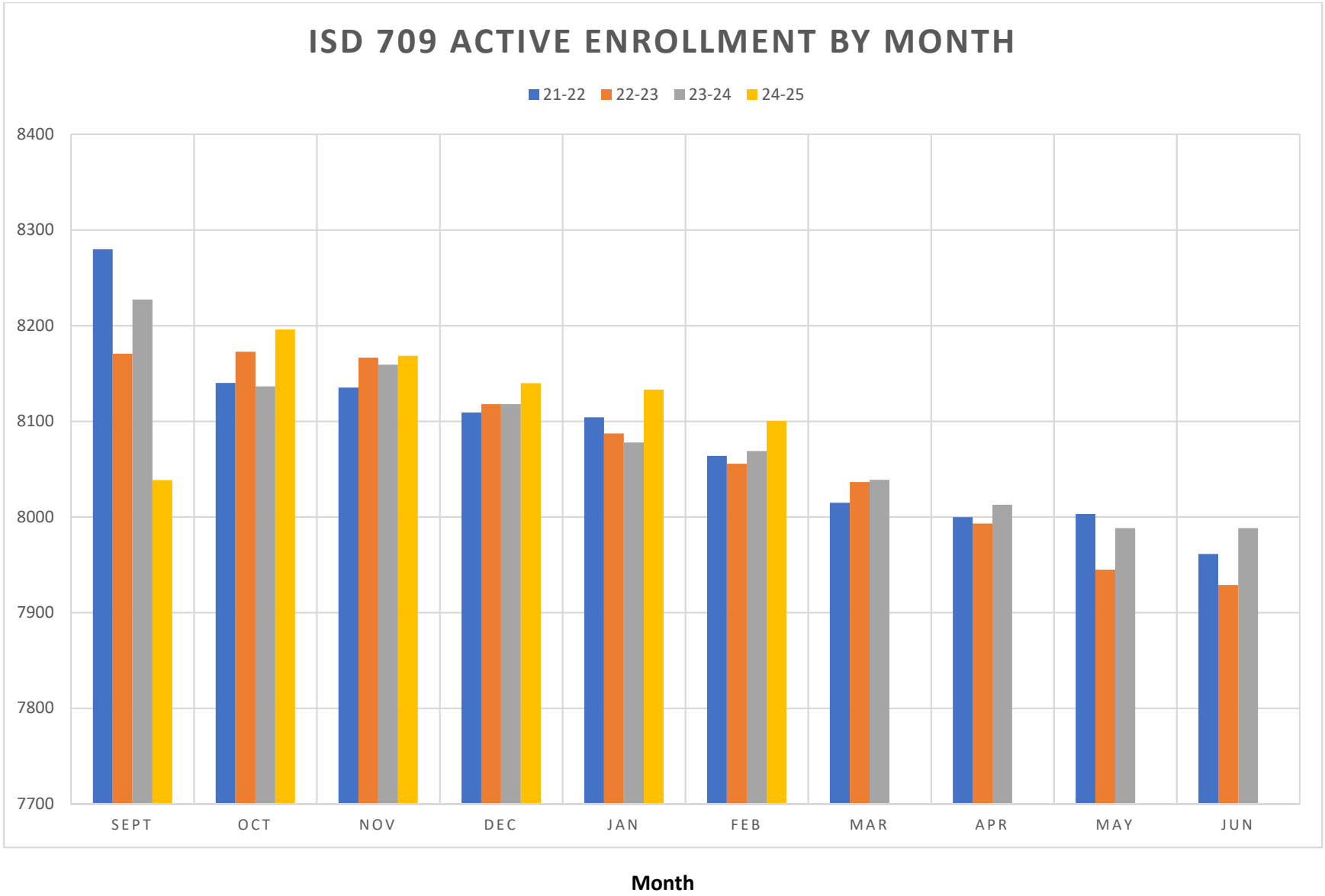
2024-2025
Month to Month Enrollment Changes by School

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
2024-2025	**23-24**	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Month Dif**	**Net**		**Current Month-EOY**
Congdon Park 435	478.00	471.00	476.00	476.00	472.00	468.00	471.00	0.00	0.00	0.00	0.00	3.00		0.00	-7.00
Homecroft 475	440.00	447.00	448.00	448.00	447.00	453.00	453.00	0.00	0.00	0.00	0.00	0.00		6.00	13.00
Lakewood 500	246.00	253.00	254.00	256.00	255.00	254.33	256.33	0.00	0.00	0.00	0.00	2.00		3.33	10.33
Lester Park 510	527.00	509.00	510.00	511.00	514.00	515.00	511.00	0.00	0.00	0.00	0.00	-4.00		2.00	-16.00
Lowell 520	297.50	308.00	312.00	312.00	312.00	314.00	314.00	0.00	0.00	0.00	0.00	0.00		6.00	16.50
Lowell Immersion 521	335.00	330.00	329.00	330.00	330.00	329.00	327.00	0.00	0.00	0.00	0.00	-2.00		-3.00	-8.00
MacArthur 525	283.00	251.00	254.00	260.00	259.00	259.00	266.00	0.00	0.00	0.00	0.00	7.00		15.00	-17.00
Myers Wilkins 540	307.00	307.00	317.00	309.00	309.00	312.00	313.14	0.00	0.00	0.00	0.00	1.14		6.14	6.14
Piedmont 550	395.00	388.00	394.00	391.00	393.00	394.00	396.00	0.00	0.00	0.00	0.00	2.00		8.00	1.00
Stowe 565	227.00	231.00	229.00	226.00	227.00	231.00	231.00	0.00	0.00	0.00	0.00	0.00	9.14	0.00	4.00
Lincoln Middle 225	612.35	664.00	674.00	672.28	677.28	673.05	672.87	0.00	0.00	0.00	0.00	-0.18		8.87	60.52
Ordean East Middle 335	1095.25	1078.55	1085.41	1086.74	1085.74	1083.74	1082.86	0.00	0.00	0.00	0.00	-0.88	-1.06	4.31	-12.39
AE Online 650	179.76	81.37	123.51	122.08	138.29	136.56	186.56	0.00	0.00	0.00	0.00	50.00		105.19	6.80
Denfeld 215	902.60	949.90	994.41	978.69	959.46	952.33	928.03	0.00	0.00	0.00	0.00	-24.30		-21.87	25.43
East 220	1386.45	1508.58	1505.05	1499.62	1470.04	1470.06	1388.36	0.00	0.00	0.00	0.00	-81.70	-56.00	-120.22	1.91
Merritt Creek Academy 81	81.85	69.00	74.71	79.71	81.00	84.00	86.74	0.00	0.00	0.00	0.00	2.74		17.74	4.89
ALC Seat Based 611	71.55	73.86	88.58	87.86	85.00	86.01	88.01	0.00	0.00	0.00	0.00	2.00		14.15	16.46
Chester Creek Academy 575	32.00	27.00	31.00	31.00	30.00	29.00	31.00	0.00	0.00	0.00	0.00	2.00		4.00	-1.00
WHA RRA 580	35.18	34.00	36.00	39.00	40.00	44.00	37.00	0.00	0.00	0.00	0.00	-7.00		3.00	1.82
Arrowhead Academy 605	18.00	17.00	18.00	15.00	14.33	11.00	14.33	0.00	0.00	0.00	0.00	3.33		-2.67	-3.67
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.25	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00		-0.25	-0.25
Hospitals 630	22.66	15.00	17.00	13.00	16.00	11.00	25.00	0.00	0.00	0.00	0.00	14.00		10.00	2.34
The Bridge 950	14.85	25.00	25.00	24.00	24.00	23.00	21.00	0.00	0.00	0.00	0.00	-2.00	15.07	-4.00	6.15
Total:	7988.25	8038.51	8195.92	8168.23	8139.64	8133.08	8100.23	0.00	0.00	0.00	0.00		-32.85	61.72	111.98
Change		50.26	157.41	-27.69	-28.59	-6.56	-32.85	0.00	0.00	0.00	0.00				
Adult Learners			541.00	588.00	652.00	750.00	841.00					91.00			

2024-2025
Month to Month Enrollment Changes by Grade

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2024-2025	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	114.00	258.00	269.00	290.90	307.90	335.33	0.00	0.00	0.00	0.00	27.43		221.33	262.52
PK	0.00	59.00	73.00	73.10	72.10	70.67	0.00	0.00	0.00	0.00	-1.43	26.00	70.67	57.98
KA	140.00	143.00	142.00	142.00	143.00	147.00	0.00	0.00	0.00	0.00	4.00		7.00	142.83
KG	436.25	448.00	448.00	448.00	447.00	450.00	0.00	0.00	0.00	0.00	3.00		13.75	446.21
1	585.00	587.00	591.00	590.00	592.00	594.00	0.00	0.00	0.00	0.00	2.00		9.00	589.83
2	610.00	614.00	616.00	612.00	615.00	615.00	0.00	0.00	0.00	0.00	0.00		5.00	613.67
3	599.00	605.00	601.00	605.00	605.33	603.33	0.00	0.00	0.00	0.00	-2.00		4.33	603.11
4	604.00	608.00	609.00	603.00	607.00	608.14	0.00	0.00	0.00	0.00	1.14		4.14	606.52
5	579.00	586.00	583.00	585.00	590.00	597.00	0.00	0.00	0.00	0.00	7.00		18.00	586.67
6	606.41	611.41	612.41	616.41	609.28	608.28	0.00	0.00	0.00	0.00	-1.00	14.14	1.87	610.70
7	626.00	641.00	633.94	639.94	641.94	638.90	0.00	0.00	0.00	0.00	-3.04		12.90	636.95
8	551.28	551.28	554.95	550.95	551.85	556.14	0.00	0.00	0.00	0.00	4.29	1.25	4.86	552.74
9	680.99	698.28	692.28	696.00	694.57	696.58	0.00	0.00	0.00	0.00	2.01		15.59	693.12
10	663.81	697.57	693.82	694.10	692.43	694.61	0.00	0.00	0.00	0.00	2.18		30.80	689.39
11	686.87	724.99	717.41	697.26	690.27	678.85	0.00	0.00	0.00	0.00	-11.42		-8.02	699.28
12	669.90	680.39	673.42	659.98	653.41	612.40	0.00	0.00	0.00	0.00	-41.01	-48.24	-57.50	658.25
K 12 Total:	8038.51	8195.92	8168.23	8139.64	8133.08	8100.23	0.00	0.00	0.00	0.00	-32.85	-32.85	61.72	8129.27
Change		157.41	-27.69	-28.59	-6.56	-32.85	0.00	0.00	0.00	0.00				


ISD 709 ACTIVE ENROLLMENT BY MONTH
21-22
22-23
23-24
24-25
8400
8300
8200
8100
8000
7900
7800
7700
SEPT
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
Active Students
Month


ISD 709 ACTIVE ENROLLMENT BY MONTH
21-22
22-23
23-24
24-25
8400
8300
8200
8100
8000
7900
7800
7700
Active Students
SEPT
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
Month

Child Nutrition Report for February 2025 School Board Meeting
Highlighting January 2025 Activities

Department:	Child Nutrition
HR|Business Services Committee:	02.11.2025
Regular Board Meeting:	02.25.2025
Report Prepared By:	Sheila Oak

What We're Working On:

- Updating the Wellness policy
- Preliminary Summer Meals planning

Upcoming Changes/Improvements to the Department:

- Held training with a Certified Rational Combi Oven Chef for Kitchen staff to update skills in cooking with Combi Ovens.

Staffing Report:

- 3 positions open at Lincoln park biggest staffing challenge currently.
- Illness has been high district wide with staff missing numerous days.

Stats in the Spotlight:

- Year to date meal counts on additional page

***Additional Department Attachments to Follow this Report on Board Book

Monthly counts 2024 2025	Breakfast Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	TOTALS	Daily Average
Congdon	2014	2237	2194	1715	2035						10195	**111**
Denfeld	3568	4330	3784	2997	3619						18298	**199**
East High	4171	4834	4194	3209	3807						20215	**220**
Homecroft	2691	3040	2706	2052	2647						13136	**143**
Lakewood	1906	2035	1908	1553	1862						9264	**101**
Lester Park	2758	3240	2883	2206	2858						13945	**152**
Lincoln park Middle	3581	4273	3789	3385	3870						18898	**205**
Lowell	5091	6988	6637	4363	5553						28632	**311**
Laura Macarthur	3547	2729	3269	2717	3266						15528	**169**
Myers-Wilkins	3388	3559	3097	2407	3887						16338	**178**
Ordean/East Middle	2464	3122	2625	2076	2265						12552	**136**
Piedmont	5707	5489	4619	3712	440						19967	**217**
Rockridge	435	384	416	352	4449						6036	**66**
Stowe	3165	3357	2797	2415	160						11894	**129**
ALC	236	271	220	140	155						1022	**11**
	44722	**49888**	**45138**	**35299**	**40873**	**0**	**0**	**0**	**0**	**0**	**215920**	**2347**
	Lunch											
	Sept	**October**	**Nove**	**Dec**	**Jan**	**Feb**	**Mar**	**April**	**May**	**June**		**Daily Average**
Congdon	6426	6800	6140	5149	6242						30757	**334**
Denfeld	10485	10449	9042	7433	9128						46537	**506**
East High	10680	12267	10578	9298	11711						54534	**593**
Homecroft	6524	6939	6136	5321	6528						31448	**342**
Lakewood	3580	3927	3325	3178	3610						17620	**192**
Lester Park	7101	7738	7046	6024	7065						34974	**380**
Lincoln park Middle	9659	9505	8214	6873	8141						42392	**461**
Lowell	9358	10118	8898	7456	9333						45163	**491**
Laura Macarthur	4132	4244	3785	3107	3889						19157	**208**
Myers-Wilkins	5222	5322	4565	3826	4730						23665	**257**
Ordean/East Middle	13664	13504	11187	10531	12827						61713	**671**
Piedmont	6871	5645	5724	4702	5749						28691	**312**
Rockridge	490	498	522	400	546						2456	**27**
Stowe	3340	3587	3154	2603	3311						15995	**174**
ALC	471	458	484	279	268						1960	**21**
											457062	**4968**
Supper	0	1184	987	960	1124						4255	**73**
Harbor City	1611	1784	1570	1274	1408						7647	**85**
	99614	**103969**	**91357**	**78414**	**95610**	**0**	**0**	**0**	**0**	**0**	**926026**	**10094**
Head Start												
	Breakfast											
Congdon	19	73	50	57	72						271	
Homecroft	38	150	137	114	159						598	
Lester Park	45	135	97	113	143						533	
Lowell	88	385	353	266	344						1436	
Laura Macarthur	39	368	299	262	377						1345	
Myers-Wilkins	157	710	616	503	697						2683	
Piedmont	47	265	233	221	255						1021	
Stowe	25	144	129	107	170						575	
	458	**2157**	**1864**	**1586**	**2145**	**0**	**0**	**0**	**0**	**0**	8462	
Head Start												
	Lunch											
Congdon	38	150	99	113	136						536	
Homecroft	38	149	137	114	171						609	
Lester Park	26	249	185	192	242						894	
Lowell	88	1154	353	266	343						2204	
Laura Macarthur	38	375	385	264	384						1446	
Myers-Wilkins	157	710	616	503	670						2656	
Piedmont	59	380	353	365	372						1529	
Stowe	25	141	118	102	157						543	
	469	**3158**	**2147**	**1806**	**2339**	**0**	**0**	**0**	**0**	**0**		
AFTERSCHOOL SNACK												
Congdon	2030	2188	1905	1590	2022						9735	
Lincoln park Middle	667	926	910	728	1111						4342	
Lowell	2153	2486	2148	1775	2057						10619	
Laura Macarthur	322	615	456	384	690						2467	
Myers-Wilkins	319	578	608	449	446						2400	

Piedmont	912	553	757	721	746						3689	
Stowe	450	490	473	356	429						2198	
	6853	**7836**	**7257**	**6003**	**7501**	**0**	**0**	**0**	**0**	**0**		
Total meals/snacks	**152,116**	**167,008**	**147,763**	**123,108**	**148,468**	**-**	**-**	**-**	**-**	**-**	**738,463**	
Days of service	20	20	18	15	19							**92**
Average meals per day	7,606	8,350	8,209	8,207	7,814	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

2023 2024 school year

Total meals/snacks	**146,876**	**167,167**	**167,232**	**111,724**	**165,368**	**130,783**	**143,844**	**137,096**	**181,297**	**19,559**	**1,370,946**	
Days of service	19	20	20	14	20	16	18	17	22	3		172
Average meals per day	6,676	8,358	8,362	7,980	8,268	8,174	7,991	8,064	8,241	6,520		

Facilities Report for February 2025 School Board Meeting
Highlighting January 2025 Activities

Department:	Facilities
HR|Business Services Committee:	02.11.2025
Regular Board Meeting:	02.25.2025
Report Prepared By:	Jeremy DeGraef / Corey Karren

Manager's Minutes:

- Myers Wilkins repairs are complete, with full occupancy given.
- ADA door installed at Homecroft.

What We're Working On:

- Solar project installation.
- Myers Wilkins build outs for new classroom spaces. Walk through with Holm Construction.
- East High Manufacturing program buildout. Initial walk through with DSGW Architects and Engineers.
- Moving forward with the new Chiller installation at Myers Wilkins.

Upcoming Changes/Improvements to the Department:

- N/A

Staffing Report:

- Scott Cobb rehired to the District as a part time painter.

***Additional Department Attachments to Follow this Report on Board Book

Safety Report for February 2025 School Board Meeting
Highlighting January 2025 Activities

Department:	Safety
HR|Business Services Committee:	02.11.2025
Regular Board Meeting:	02.25.2025
Report Prepared By:	Lexie Neff, CSP

Manager's Minutes:

- The 2024 OSHA reports are finished and posted at the sites. We ended up with 22 recordable injuries, which are any injuries that require treatment beyond first aid (stitches, a prescription, time off of work, etc.). Our OSHA rate was 2.19, compared to our goal of less than 1.0. This means that for every 100 employees, just over 2 people were severely injured.

What We're Working On:

- **Audits & Inspections**
  - Lester Park and Rockridge fire inspections complete - Corrections finished, final walkthrough passed
  - Congdon Park state fire inspection for HeadStart complete - Corrections completed. Waiting on confirmation of closure.
  - Denfeld Automotive lift inspections started - need confirmation of parts used by prior vendor to complete.

- **Regulatory Reporting**
  - OSHA 300A summaries posted at all sites
  - Lincoln Park Middle School 2024 OSHA logs submitted to the BLS, they were part of the annual survey

- **Systems & Technology Updates**
  - Radio repeater needs assessments at Lincoln Park Middle School and East High School in progress.

- **Training**
  - Hazard Recognition training was offered at Para professional development day on January 17th
  - Lexie was awarded Minnesota Department of Public Safety Homeland Security and Emergency Management certification for School Emergency Management

- **Chemical and Hazardous Waste Disposal**
  - Battery pickup from DSC - Done, sent with IT recycling
  - Hand sanitizer pickup from Laura MacArthur - to be done in Feb
  - Paint Pickup from Facilities - to be done in Feb
  - Paint pickup from Denfeld - to be done in Feb

- **Document Updates**

- Goal to complete a thorough review of all HSE procedure documents and policies in FY25.
    - Progress: 5/51 (1%)

- **School Crisis Prevention**
    - Group attended a PREPaRE training at MDE
    - Reunification materials have all been gathered
    - Policy 806 updates are being finalized

Stats in the Spotlight:

- **Injury and Incident Statistics (2024 District summary)**
    - **OSHA recordable rate (TRIR) (Goal ≤ 1.0): 2.19**
    - Total OSHA recordable cases: 22
    - Days away cases: 4
    - Days away: 105
    - Work restriction cases: 4
    - Work restriction days: 404
    - DART Rate: 0.80
    - Other recordables: 14
    - First aid only injuries: 105
    - Hazard reports: 28

Technology Report for February 2025 School Board Meeting
Highlighting January 2025 Activities

Department: Technology

HR|Business Services Committee: 02.11.2025

Regular Board Meeting: 02.25.2025

Report Prepared By: Peter Graves

Manager's Minutes:

- Transition from former Manager, Bart Smith, to current Manager, Peter Graves, seemed to have gone well. Thank you Bart for all the conversations making my transition easier.
- This is a hard working department doing high level work that may not always be seen but is always vital work for Duluth Public Schools.

What We're Working On:

- We are working on getting the network to stabilize.
- We are continuing our email phishing campaign. It is an effort to create heightened awareness of possible threats based on human behavior.

Upcoming Changes/Improvements to the Department:

- Over the summer we are planning a Windows 10 to Windows 11 transition.

Staffing Report:

- We are completing our Network team filling our open Network I position. This will put us in a better position to maintain and troubleshoot our network.

Transportation Report for February 2025 School Board Meeting
Highlighting January 2025 Activities

Department:	Transportation
HR|Business Services Committee:	02.11.2025
Regular Board Meeting:	02.25.2025
Report Prepared By:	Jeremy Kasapidis

Manager's Minutes:

- We continue to route students, keep buses on the road and safely transport them daily with the limited staff we have on a daily basis. We are continuing to improve processes to make things easier for staff and safer for students. This also helps lighten the load for staff that are doing multiple tasks to make sure we meet our obligations.

What We're Working On:

- We are working on system improvements like finalizing the backend data for our field trip software, moving misconduct reports over to Google docs for quicker and better management of the reports and also beginning to plan for summer school this year.

Upcoming Changes/Improvements to the Department:

- We had a successful training for the PD day Jan 17th. It was geared towards creating a respectful and team oriented environment, both in the building and on the buses.
- We are working on some better time management for the staff as this will help the budget.

Staffing Report:

- We are still running on an average of 14% absenteeism with our drivers and helpers.
- Voyageur has also been dealing with a higher absentee rate and 3 lost drivers due to varying reasons.
- We have hired a new bus driver trainee and also a van driver. The bus driver will take a few weeks to train but the van driver will be driving as early as Tuesday next week.
- We have two of the three new helpers trained and working. They filled gaps that were from previous helpers that have left.

Stats in the Spotlight:

- Average mileage this month is 89,668. Our goal is to have an average of 50-60k miles.

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Nancy Smith	In-kind	No restrictions on use, except that they're going to Denfeld, for use in Josh' classes as he sees fit, or similar science classes in future.	1. Celestron telescope, nonfunctioning, possibly repairable, mounted on vernier controlle, sturdy, usable tripod in excellent condition. Estimated value $25 2. Used joystick from Microsoft flight simulator program. Estimated value $5. 3. Used Orion Starblast Altazimuth 4.5" Dobsonian tabletop telescope, excellent condition, with 6mm and 17mm eyepieces, collimating eyepiece and all instructions. Estimated value $150
Homecroft	BOX TOPS	In-kind		
Lincoln Park	Maurice's (c/o Susie Lockhorst, Sample Coordinator and Merchandising Coordinator)	In-kind		Donation of 6 cases of fabric samples donated for LPMS Family and Consumer Science Program and Elementary Art. (Sarah O'Connor at LPMS, and Rosslyn Kendrick at Laura MacArthur)
Lincoln Park	Irving Community Association	$300.00	Diamond Dots Afterschool Activity CLUB	
Lincoln Park	Irving Community Association	$1,000.00	Youth Trip to Duluth Folk School	Chrissy Valento – Art Club LPMS

Lincoln Park	State Farm Insurance	In-kind		These were donated to the Student Community Closet at LPMS - Rachel Thapa
Lincoln Park	Carolyn Zanko - Thank you to Wendy Braun at DSC	In-kind		Carolyn Zanko - knitted mittens for the Community Closet at LPMS - Rachel Thapa
Lincoln Park	Maurice's	In-kind		7 to 8 boxes girls/Women's clothing for the Community Closet at LPMS - Rachel Thapa
Lincoln Park	Michael Koralia (student Lucas Koralia)	In-kind		Case of Kleenex (36 boxes)
Lowell	Geoffrey Witrak	In-kind	Items used for Lowell Elementary	
Stowe	Harbor Pointe Credit Union	$300.00	1st grade field trip	
Stowe	United Protestant Church	In-kind		Winter gear
Stowe	Larry and Donna Pulkrabek Foundation Inc	$500.00		

HUMAN RESOURCES ACTION ITEMS FOR: February 28, 2025

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
RICHARDSON, ELIZABETH M	LTS KINDERGARTEN/PIDEMONT, (BA) III 1,CRAWFORD L. CHILD CARE LEAVE	01/10/2025

CERTIFIED LEAVES	POSITIONS	EFFECTIVE DATES
BUTCHE, LISA M	GRADE 1 - HOMECROFT ES	12/04/2024 12/18/2024
VUKELICH, MAYA L	SPED SOCIAL WORKER - PIEDMONT ES	01/02/2025 03/27/2025

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
MATTSON, LAUREN K	MIDDLE SCHOOL GUIDANCE COUNSELOR - LINCOLN PARK MS	01/06/2025
NETTLETON, JENNIFER F J	SPED SECONDARY RESOURCE - DENFELD	12/06/2024

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
BEAUDRY, MELINDA L	GRADE 4 - LAKEWOOD ES	07/01/2025
FLORESTANO, BRENDA L	MATHMATICS - EAST HS	06/06/2025
HAGSTROM, LINDA M	GRADE K - HOMECROFT ES	06/06/2025
KIMMES, LAURA L	ORCHESTRA - ORDEAN EAST MS	12/23/2024
KITTELSON, PATTI K	ELEM MUSIC - LAURA MAC, CHESTER CREEK	06/06/2025
OLSON, MOIRA R	HEALTH ED - MERRIT, CHESTER, ROCKRIDGE	06/06/2025

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
ANDERSON, COURTNEY A	OSS INTERMEDIATE/EAST, 40/44WKS, $19.46/HR, ANDERSON H. TRANSFER	01/02/2025
DROUILLARD, IAN T	NUTRITIONAL SERVICE ASST/LAURA MACARTHUR, 20/38WKS, $15.68HR, OLSON C. RESIGNED	01/02/2025
FANNING, TAMMY R	OFFICE SUPPORT SPECIALIST INTERMEDIATE/DENFELD, 40/44WKS, $19.46/HR, GROCHOWSKI J. TRANSFER	01/03/2025
LATSCHER, DEBRA A	SPED STUDENT SPECIFIC PARA/MERRITT CREEK, 31.25/38WKS, $22.14/HR	12/10/2024
PODEMSKI, CRAIG E B	FLOAT CUSTODIAN/DISTRICT WIDE, 40/52WKS, $18.49/HR	12/09/2024
THOMAS, EMERSEN R	SPED PROGRAM PARA LTS/LAURA MACARTHUR, 37.5/38WKS, $21.27/HR, GANZ V. PARENTAL LEAVE	01/08/2025
WALKER, SAMUEL B	PRESCHOOL PARA/LOWELL, 23/38WKS, $21.35/HR, SJOBLOM W. RESIGNED	12/16/2024
WALKER, SAMUEL B	LTS PRESCHOOL PARA/PIEDMONT, 39/38WKS, $21.35/HR, TVEDT K. CHILD CARE LEAVE	02/04/2025
WITUCKI, ASHLEY M	SPED PRESCHOOL PARA/PIEDMONT, 39/38WKS, $20.04/HR, GUILIANA C. RESIGNED	01/06/2025

NON-CERT LEAVES	POSITIONS	EFFECTIVE DATES
BLACK, JEAN T	BUS HELPER/TRANSPORTATION	10/17/2024 01/13/2025
DEHNKE, KAITLYN F	SUPERVISORY PARA/LINCOLN PARK	01/13/2025 04/18/2025
POTTS, MEGAN R	SPED PROG PARA SETTING III/IV - EAST HS	01/21/2025 04/25/2025
SAMUELSON-JOHNSON, MELANIE K	SPED PROG PARA SETTING III/IV - DENFELD HS	01/28/2025 04/01/2025
SUOMALA, TRACY M	SPED BW PARA - LAURA MAC ES	12/20/2024 01/24/2025

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
BICK, ANNIE M	BUS HELPER - TRANSPORTATION	01/24/2025
IANNUCCI, TERESA L	SPED BW PARA - LINCOLN PARK MS	02/03/2025
PAULSON, LINDSEY A	CHILD NUTRITION ASST - LINCOLN PARK MS	12/20/2024
SAMUELSON, WES A	BUS HELPER - TRANSPORTATION	01/15/2025
SMITH, LYNDSEY D	CHILD NUTRITION ASST - EAST HS	12/17/2024
STELLAR, ALYSSA L	SPED STUDENT SPECIFIC PARA SET III/IV-DENFELD HS	12/20/2024
TROMBLEY, MARISSA L	SUPERVISORY PARA - EAST HS	12/20/2024

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
FEBRUARY 11, 2025 Committee Meeting

BUDGET SUMMARY

1/10/2025

REVENUES	24-25 CURRENT YEAR ADOPTED BUDGET		24-25 CURRENT YEAR REVISED BUDGET	24-25 RECEIVED TO YEAR TO DATE	24-25 RECEIVED ENCUMBERED	24-25 BUDGET BALANCE	Percent spent
FUND	Jul-24	JULY 24-25	July -June	July -June	July -June	
General	01	$ 121,707,253.72	$ 122,253,880.37	$ 52,222,706.86	$ 1,908.13	$ 70,033,081.64	43%
Food Service	02	$ 6,000,000.00	$ 6,000,000.00	$ 2,353,444.02	$ -	$ 3,646,555.98	39%
Transportation	03	$ 6,332,190.85	$ 6,332,190.85	$ 1,611,936.91	$ -	$ 4,720,253.94	25%
Community Ed	04	$ 8,580,500.00	$ 8,668,768.02	$ 2,263,504.56	$ -	$ 6,405,263.46	26%
Operating Capital	05	$ 2,772,175.43	$ 2,772,175.43	$ 597,342.56	$ -	$ 2,174,832.87	22%
Building Construction	06	$ -	$ -	$ -	$ -	$ -	
Debt Service Fund	07	$ 28,067,285.00	$ 28,067,285.00	$ 2,326,891.19	$ -	$ 25,740,393.81	8%
Trust Fund	08	$ 276,100.00	$ 276,100.00	$ -	$ -	$ 276,100.00	0%
Dental Insurance Fund	20	$ 950,000.00	$ 950,000.00	$ 681,168.59	$ -	$ 268,831.41	72%
Student Activity	79	$ 276,264.00	$ 276,264.00	$ 250,707.08	$ -	$ 25,556.92	91%
REVENUES	**TOTALS:**	**$ 174,961,769.00**	**$ 175,596,663.67**	**$ 62,307,701.77**	**$ 1,908.13**	**$113,290,870.03**	35%

EXPENSES	24-25 CURRENT YEAR ADOPTED BUDGET		24-25 CURRENT YEAR REVISED BUDGET	24-25 EXPENSES TO YEAR TO DATE	24-25 EXPENSES ENCUMBERED	24-25 BUDGET BALANCE	
FUND	Jul-24	JULY 24-25	July - June	July -June	July - June	
General	01	$ 122,251,138.00	$ 123,307,646.53	$ 68,294,632.87	$ 2,967,298.93	$ 52,045,714.73	58%
Food Service	02	$ 6,055,998.00	$ 6,055,998.00	$ 2,786,877.18	$ 1,567,078.58	$ 1,702,042.24	72%
Transportation	03	$ 6,783,799.00	$ 6,783,799.00	$ 4,863,020.22	$ 360,072.38	$ 1,560,706.40	77%
Community Ed	04	$ 7,826,159.00	$ 7,938,065.43	$ 4,065,865.16	$ 29,613.25	$ 3,842,587.02	52%
Operating Capital	05	$ 6,720,958.43	$ 6,908,621.43	$ 5,395,684.64	$ 673,549.23	$ 839,387.56	88%
Building Construction	06	$ 993,431.57	$ 993,431.57	$ 627,830.91	$ 490.00	$ 365,110.66	63%
Debt Service Fund	07	$ 27,393,530.00	$ 27,393,530.00	$ 25,547,333.10	$ -	$ 1,846,196.90	93%
Trust Fund	08	$ 263,733.00	$ 263,733.00	$ -	$ -	$ 263,733.00	0%
Dental Insurance Fund	20	$ 929,564.00	$ 929,564.00	$ 781,960.97	$ -	$ 147,603.03	84%
Student Activity	79	$ 379,993.00	$ 379,993.00	$ 187,607.53	$ 9,904.72	$ 182,480.75	52%
EXPENSES	**TOTALS**	**$ 179,598,304.00**	**$ 180,954,381.96**	**$ 112,550,812.58**	**$ 5,608,007.09**	**$ 62,795,562.29**	65%

Extra Curricular	Fund 01 Prog 298
Revenue	$ 290,744.59
Expense	$ 338,565.10

Fundraisers Reported
January 2025

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Lester Park	Schoolwide	$1,399.85	Jostens Picture Day profit

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8738

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **Bid #1332 Uninterruptible Power Supply (UPS)**

Date: February 5, 2025

Bids for Uninterruptible Power Supply (UPS) was advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding. A contract length of one (1) year was requested.

Six (6) vendors responded with the following results:

VENDOR	TOTAL
CDW-G	**$36,118.80**
SHI	$39,996.00
QUESTIVITY	$39,754.08
ELECTRONACA INC	$63,480.00

HBS - $31,930.80 LESS THAN STELLER HISTORY & DID NOT PROVIDE REFERENCES
HOWARD TECHNOLOGY SOLUTIONS – DID NOT MEET BID REQUIREMENTS

The Technology Department (Bart Smith) and the Purchasing Department (Cathy Holman and Zachary DeCaro) reviewed the bids.

Peter Graves, Interim Manager of Technology, recommends accepting and rewarding the bid meeting specifications as submitted by CDW-G in the amount of **$36,118.80**.

Jesse Wheeler will attend the Business Committee meeting to answer any questions pertaining to this recommendation.

Program: Technology

Fund Custodian: Peter Graves/Interim Manager of Technology

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8738

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **Bid-1334.1 ISP and MAN Services**

Date: February 5, 2025

Bids for Metropolitan Area Network (MAN) communication for nineteen (19) sites and Internet Service Provider (ISP) were advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding. A contract length of five (5) years was requested.

Two (2) vendors responded with the following results:

VENDOR	**TOTAL**
SPECTRUM ENTERPRISE	$1,017,675.00
CYTRANET	$3,638,045.63

The Technology Department (Peter Graves, Jesse Wheeler and Daniel Litwin) and the Purchasing Department (Cathy Holman and Zachary DeCaro) reviewed the bids.

Peter Graves, Interim Manager of Technology, recommends accepting and rewarding the bid meeting specifications as submitted by SPECTRUM ENTERPRISE in the amount of **$1,017,675.00**.

Jesse Wheeler will attend the Business Committee meeting to answer any questions pertaining to this recommendation.

Program: Technology

Fund Custodian: Peter Graves/Interim Manager of Technology

Kelly Durick Eder, Board Chair

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8738

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **Bid-1335.1 MAN Services: Arvig Building & Tech Village Locations**

Date: February 5, 2025

Bids for Metropolitan Area Network (MAN) communication for two (2) sites were advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding. A contract length of one (1) year was requested.

Two (2) vendors responded with the following results:

VENDOR	**TOTAL**
SPECTRUM ENTERPRISE	$53,400.00
CYTRANET	$68,350.00

The Technology Department (Peter Graves, Jesse Wheeler and Daniel Litwin) and the Purchasing Department (Cathy Holman and Zachary DeCaro) reviewed the bids.

Peter Graves, Interim Manager of Technology, recommends accepting and rewarding the bid meeting specifications as submitted by SPECTRUM ENTERPRISE in the amount of **$53,400.00**.

Jesse Wheeler will attend the Business Committee meeting to answer any questions pertaining to this recommendation.

Program: Technology

Fund Custodian: Peter Graves/Interim Manager of Technology

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8700

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **BID #1336 DISTRICT 709 SOLAR POWER**

Date: January 17, 2025

Bid #1336 was open to multiple state certified contractors with two companies interested. One of the two submitted a proposal.

Two (2) vendors responded with the following results:

VENDOR	**TOTAL**
WOLF TRACK ENERGY	**$36,172.50**
IDEAL ENERGY	NO BID

Bryan Brown, Facilities Manager, recommends accepting and awarding the bid meeting specifications as submitted by WOLF TRACK ENERGY in the amount of $36,172.50.

Program: Facilities

Fund Custodian: Bryan Brown, Facilities Manager

Expenditure Contracts Signed
January 2025

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

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

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

Name	**Amount***	**Contract Source****	**Description**
Theresa Willems	$2,800.00*	Business Services (DU)	Professional development trainer for all Transportation staff
Liberty Mutual	$450.00*	Business Services (DU)	Builder's Risk Policy for summer window replacement project at Lowell
EduHealthcare	$9,750.00	Special Services (DU)	Contracted licensed practical nurse
Little Seeds Learning Center LLC	$5,866.00*	Early Childhood Special Services (DU)	Services for an integrated preschool program as determined by the student's IEP team
University Nursery School	$2,940.00*	Early Childhood Special Services (DU)	Services for an integrated preschool program as determined by the student's IEP team
Lakewood Little Lynx Preschool	$1,050.00*	Early Childhood Special Services (DU)	Services for an integrated preschool program as determined by the student's IEP team
Lakeside Presbyterian Nursery School	$1,125.00*	Early Childhood Special Services (DU)	Services for an integrated preschool program as determined by the student's IEP team
Christopher Davila	$700.00*	Office of Education Equity (DR)	Guest facilitator for Chinese New Year event
Roechel Brochu	$1,000.00*	Am. Indian Edu. (DR)	Mathmatical/cultural programming for Ojibwemowin classes
Mike Kesner	$300.00*	Am. Indian Edu. (DR)	Culturally specific drumming, singing and cultural knowledge

Lynn Halbrook	$350.00*	Early Childhood (DR)	Literacy Magic Show on 1/14 & 1/16
Andrew Kimball	$1,800.00*	Early Childhood (DR)	CPR certification classes for preschool staff
TruArtSpeaks	$250.00*	TLE (DU)	Classroom workshops on Spoken Word Poetry (ALC/AEO)
Reginald Laurent	$12,000.00*	TLE (DR)	Virtual Art Sessions (paid for with CRAE grant funding)
Grace Gustafson	$3,500.00*	Denfeld HS (DU)	Denfeld HS chemistry tutor

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of January, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Theresa Willems, 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 1/16/25 and shall remain in effect until 1/17/25, 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.** *Professional Development Training for Transportation Staff on 1/17/25*

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 $100 hourly and $ $2800 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: Brett Mensing, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) ___1420 Spring Street, Sobieski WI 54171.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Theresa L. Willems 87-4097527

Contractor Signature SSN/Tax ID Number Date

_____LLC:Leadership Transformation Consulting

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	012	110	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Jerome Zurich 1.16.25

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

Liberty Mutual. INSURANCE

Commercial Insurance
Proposal

Prepared for:
Account Number: 68797084
ISD 709 DULUTH SCHOOLS

Presented by:
MARSH & MCLENNAN AGENCY LLC

Date of Proposal:	02/03/2025
Policy Period:	Effective Date: 05/12/2025 Expiration Date: 09/19/2025
Quote Numbers Included	
Inland Marine:	68797084BMO1Q1
Underwriting Company:	The Ohio Casualty Insurance Company[1]

This proposal is valid for 60 days from the Date of Proposal or until the Effective Date (whichever is earlier) and is solely an estimate of premium, based on the information provided, and all amounts are subject to change. This proposal does not bind or provide actual coverage and is not an offer of insurance. Specific terms of coverage, exclusions, and limitations are contained solely in a completed insurance policy for which a premium has been paid.

This proposal may vary from your original request for coverage. Please review the proposal carefully for any variances. The terms, conditions and premiums included in this proposal contemplate the sale or renewal of all the quoted insurance lines. Electing to buy or renew only some of the lines of coverage may result in changes to the terms, conditions and premiums of the remaining insurance lines.

[1] Liberty Mutual Insurance is the marketing name for the property and casualty insurance operations of Liberty Mutual Insurance Company and its affiliates. Policies may be written in the following stock insurance company subsidiaries: The Ohio Casualty Insurance Company, Ohio Security Insurance Company, American Fire & Casualty Company, and West American Insurance Company. Not all coverages or policies may be available in all states.

Commercial Insurance Proposal: Payment Plan Options

STANDARD DIRECT BILL OPTIONS:

Overview

We offer a broad range of standard Direct Bill payment plans to meet your needs and help you save time and money when paying your premiums. Self-service capabilities are available, 24/7, when you create an online direct bill account. You will have easy access to your claims information, policy documents, premium audit forms, risk control information and billing account, where you may enroll in automatic payments, make on-demand payments, sign up for paperless billing, view/print copies of your electronic notices, and more.

All billing plans may not be available to all customers based on state or account differences.

Automatic Payments may be enrolled in at any time. By agreeing to the paperless delivery of billing notices, you can enjoy the following benefits:

Save money:
- Save on installment fees by enrolling in EFT automatic payments. Savings vary by state.
- Avoid late fees with automatic payments processed at the same time, every month

Save time:
- Pay your premium all at once or in 12 equal installments
- Receive email notifications of automatic payment amounts for the scheduled payment dates
- Payments appear on your checking/card account statements for easy tracking

Simply have your agent enroll you at policy issuance or enroll anytime at mybusinessonline@libertymutual.com.

Automatic Payments using EFT (from checking account)	
Annual	100% down
Monthly	1-2 months down, equal monthly installments

Automatic Payments using Credit/Debit Card (for accounts with total annual premium <$25,000)	
Annual	100% down
Monthly	1-2 months down, equal monthly installments

Non-Automatic Payment Plans	
Annual	100% down, no service fee
Monthly	1-2 months down, equal monthly installments

We have outsourced our credit card processing to One Inc, a third-party payment processor, and they charge a 2.5% fee for the use of their digital payment platform. You understand that if you pay by check or ACH, Liberty Mutual will process your payment and no fee will be charged by OneInc.

Questions about payment options? Contact billing at 1-844-961-0334.

YOUR WAY PAY™ DIRECT BILL OPTION (Select lines of business only)[1]:

Overview

Our pay-as-you-go option, powered by SmartPay™, allows you take control of your cash by providing you the ability to link your business activity to your premium payments. It is easy and convenient and offers these benefits for your pay-as-you-go business:

- Improved cash flow
- No down payment
- Real-time premium calculations based on actual data reported
- Automatic withdrawals of premium payments
- Reduction in audit exposure due to immediate premium calculations

Your Way Pay Plan	Payments
Report risk exposures as scheduled by policy type (e.g. for a WC policy, payroll is reported on payroll dates).	Withdrawal from your bank account is initiated automatically for the payment of premium

[1]Not available for any risks in HI or Workers Compensation risks in ND, OH, WA, or WY.

AGENCY BILL OPTIONS:

Overview

We offer Agency Bill payment plans for specific-type policies or multi-line accounts where Direct Bill may not be the best option. Since the agent will bill and service these policies, there is no online account access or self-service capabilities available.

Agency Bill Payment Plans only (Required for Premium Finance policies; for accounts with total annual premium >$25,000)	
Annual	100% down
Quarterly	30% down, 3 equal installments at 90 day intervals
Monthly	30% down, 9 equal installments at monthly intervals
Monthly for TX auto policies only	12 equal monthly installments

Questions about payment options? Contact billing at 1-844-961-0334.

Commercial Insurance Proposal: Premium Recap

Inland Marine Coverage	
Builders Risk Premium - 2000 Rice Lake Rd, Duluth, MN 55811	$511.00
Total Inland Marine Risk Premium	$511.00
Certified Acts of Terrorism Coverage[2]	$17.00
Total Inland Marine Premium	**$528.00**
Minimum Earned Premium	**$450.00**

In the event of cancellation by the Named Insured, the company shall retain no less than $450.00 of the policy premium as the Minimum Earned Premium including Certified Acts of Terrorism coverage, plus any applicable taxes and surcharges.

Account acceptability and final premium are subject to underwriting review and approval.

Pro-Rata Cancellation subject to Minimum Earned Premium.

[2]NP 72 42 Terrorism Insurance Premium Disclosure and Opportunity to Reject:

This quote includes coverage for Certified Acts of Terrorism (as defined in the Terrorism Risk Insurance Act ("TRIA")) for the lines of business referenced above with a premium charge. You may elect to reject this coverage for any Commercial Property, General Liability, Inland Marine, Commercial Protector (BOP), or Umbrella for losses resulting from a "certified act of terrorism" according to the instructions included within this document. Should you elect to reject this coverage, we will process an endorsement to your policy upon receipt of the signed rejection form.

Note this disclosure notice and rejection option does not apply to Workers Compensation, Crime, Professional Liability or Commercial auto coverage, if included in this quote. Please refer to the enclosed notice for additional information regarding this act, its effect regarding your policy coverage, and its impact on your premium.

Additional Note: The Certified Acts of Terrorism Coverage does not apply for any Commercial Auto, burglary and theft (i.e. Commercial Crime), or professional liability coverages quoted and a premium charge has not been included for these lines of business.

Commercial Inland Marine Proposal

LOCATION NUMBER: 0001

ADDRESS: 2000 Rice Lake Rd, Duluth, MN 55811

Commercial Lines Builders Risk Coverage	Limit of Insurance
Customer Name: ISD 709 DULUTH SCHOOLS	
Jobsite Location: 2000 Rice Lake Rd, Duluth, MN 55811	
Construction Type: Masonry Non-Combustible	
Description of Project: "Existing window and metal panel demolition, revised framing and insulation, new windows and new metal panels. See General Conditions, enclosed (spec section 00 72 00, Article 11) for assistance in Limits of Insurance."	
Number of Stories: 2	
Total Square Feet: 96,558	
Nature of Construction: Rehabilitation and Renovation	
Coverage Form: Rehabilitation - Renovation Form IM7054	
Total Limit	$805,000
Existing Building Limit	
Renovation Limit	$805,000
Deductible	$10,000
Valuation – Existing Building	Actual Cash Value
Coinsurance	100%

The limits for the individual coverages listed below do not apply at each location, but apply on a per occurrence basis to all locations shown on this proposal unless otherwise stated.

Coverage Extensions	Limit of Insurance
Debris Removal	$5,000
Limited Fungus Coverages Limit	$15,000

Supplemental Coverage	Limit of Insurance
Pollutant Cleanup and Removal Limit	$10,000
Storage Locations Coverage Limit	$50,000
Vacant Building Limitation	Vacant Building
Coverage Limitation - Consecutive Days	60
Transit Coverage Limit	$50,000
Ordinance or Law (Undamaged Parts of Bldg)	Coverage Excluded
Ordinance or Law (Increased Cost to Repair & Cost to Demolish/Clear Site)	Coverage Excluded
Trees, Shrub and Plant Coverage Limit	Coverage Excluded
Earthquake Coverage Limit	Coverage Excluded
Flood Coverage Limit	Coverage Excluded

Additional Coverage	Limit of Insurance
Soft Cost Expense Limit in any 30 day period	$218,000
Soft Cost Expense Limit in any one occurrence	$218,000
Expense to Reduce Loss	Covered
Interruption By Civil Authority	Covered
Soft Costs - Earthquake Coverage Limit	Coverage Excluded
Soft Costs - Flood Coverage Limit	Coverage Excluded

Additional Coverage	Limit of Insurance
Waiting Period	3 days
Permission to Occupy	Not Granted

This Quote is based on the following forms, which apply at the time of quote and may differ on policy issuance:

CL01000399 - Common Policy Conditions
CL01420613 - Amendatory Endorsement - Minnesota
CL04640101 - Coinsurance Request
CL06000115 - Certified Terrorism Loss
CL07001006 - Virus or Bacteria Exclusion
CL08110918 - Cannabis Items and Activities Exclusion
CL16500606 - Cond Nuclear, Biological, and Chem Terrorism Excl
CM89650821 - Cyber Incident Exclusion
CNI90110718 - Reporting A Commercial Claim 24 Hours A Day
IL88531120 - Actual Cash Value
IM20470512 - Amendatory Endorsement Minnesota
IM20480404 - MN Amendatory Endorsement-(Builders' Risk Only)
IM70540507 - Builders' Risk Coverage - Rehab And Reno Form
IM70610404 - Soft Cost & Rental Income Endorsement
NP72420220 - NP-Terrorism Ins Prem Disclosure and Opp to Reject
NP74440906 - NP - Treasury Dept OFAC Notice to Policyholders
SNI04010624 - NP - Liberty Mutual Group Privacy Notice
SNI22010921 - NP - Minnesota Insurance Guaranty Association Law

STATE FRAUD NOTICES

The following must be provided to the applicant either by use of this proposal, by reproduction in a proposal by the Producer, or by use of a current ACORD application or its equivalent.

Applicable in CA

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)[1] presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)[1] presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. [1]Applies in MD Only.

Applicable in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)[2]. [2]Applies in FL Only.

Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)[3]. [3]Applies in NY Only.

Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)[4] include imprisonment, fines and denial of insurance benefits. [4]Applies in ME Only.

Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced

to a minimum of two (2) years.

TERRORISM INSURANCE PREMIUM DISCLOSURE AND OPPORTUNITY TO REJECT

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of $100 billion per calendar year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed $100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal Share is 80% and the Program Trigger is $200,000,000.

MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

> [A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States
>
> (i) to be an act of terrorism;
>
> (ii) to be a violent act or an act that is dangerous to
>
> > (I) human life;
> > (II) property; or
> > (III) infrastructure;
>
> (iii) to have resulted in damage within the United States, or outside of the United States in the case of
>
> > (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
> > (II) the premises of a United States mission; and
>
> (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGMENT, AND RETURN THIS FORM TO YOUR AGENT. **Please ensure any rejection is received within thirty(30) days of the effective date of your policy.**

Before making a decision to reject terrorism insurance, refer to the Disclaimer for Standard Fire Policy States located at the end of this Notice.

☐ I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from a "certified acts of terrorism" and my policy will be endorsed accordingly.

Policyholder/Applicant's Signature	Print Name	Date Signed
_____	_____	_____

Named Insured
ISD 709 DULUTH SCHOOLS

Policy Number
BMO(25)68797084

Policy Effective/Expiration Date
05-12-2025/09-19-2025

IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO YOUR AGENT.

NOTE: Certain states (currently CA, GA, IA, IL, ME, MO, NY, NC, NJ, OR, RI, WA, WI and WV) mandate coverage for loss caused by fire following a "certified act of terrorism" in certain types of insurance policies. If you reject TRIA coverage in these states on those policies, you will not be charged any additional premium for that state mandated coverage.

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your agent.

NP 72 42 02 20 **Page 2 of 2**

This proposal has been acknowledged and accepted by:

Agent signature

Date

Insured signature

Date 2/5/25

Liberty Mutual INSURANCE

Builders' Risk Application

New Construction and Renovation

(Link to eCLIQ)

Application Date: 1/24/2025
Agency: Marsh McLennan Agency
Agency Code:
Applicant Name: ISD 709 Duluth Schools

Agent's Name: Dee Ann Briegel
Phone Number: 218-623-5772
Email Address: Dee.Briegel@marshmma.com
Address: 332 W Superior St. suite 700

Applicant is: ☐ Individual ☐ Corporation ☐ LLC ☐ Partnership ☐ Joint Venture ☐ Other: _____

Interest of Applicant: ☒ Owner ☐ Contractor ☐ Other: _____

Mortgagee / Loss Payee: ISD 709 Duluth Schools
Address: 709 Portia Johnson Dr. Duluth MN 55811
Inspection Contact: Bryan Brown
Contact Phone: 320-248-4440

Policy Term – From: 5/12/2025 To: 9/19/2025 Quote Needed By: _____

Location of Project: Duluth, MN

Description of Project: Existing window and metal panel demolition, revised framing and insulation, new windows and new metal panels. See General Conditions, enclosed (spec section 00 72 00, Article 11) for assistance in Limits of Insurance.

Limits of Insurance:

Jobsite Limit: _____
Temporary Storage Limit: _____
Transit Limit: _____

Deductible: ☐ $1,000 ☐ $2,500 ☐ $5,000 ☒ $10,000 ☐ Other: _____

Soft Costs (Extra Expense and Rental Income):

Is soft cost coverage desired? ☐ Yes ☐ No

Extra Expense	Amount
Advertising	
Design Fees	
Professional Fees	
Interest	
Lease Administration	
Realty Taxes	
Other: _____	

Total Extra Expense Limit Requested: $ 0

Rental Income
Total Rental Income Limit Requested _____

Equipment Breakdown:

Is equipment breakdown coverage desired? ☐ Yes ☒ No
Total Equipment Breakdown Limit Requested _____

Contractor Name: Construction Manager - ICS, Contractor, TBD
Address: CM Address; 104 Park Ave. North, Suite 104, Park Rapids, MN 56470
Website: ICS-Builds.com
Contractor Lic #: NA
Has contractor engaged in this type of work before? ☒ Yes ☐ No For how many years? 20

Construction:

☐ Frame ☐ Joisted Masonry ☒ Non-Combustible
☐ Masonry Non-Combustible ☐ Fire Resistive / Modified Fire Resistive

Type of Project: ☐ New Construction ☒ Renovation / Expansion (Please complete renovation section)
Roof Type: Flat
Support / Framing Studs: _____
Number of Structures: 1
Number of floors above ground: 1
Total Square Feet: 90585
Number of floors below ground: 1
Estimated completion date: 8/22/2025
Is construction lift slab, tilt-up or prototype? ☐ Yes ☒ No
Is the project on filled land? ☐ Yes ☒ No If yes, are pilings used? ☐ Yes ☒ No
Intended Occupancy: Education

Protection:

Public Protection Class: 3 Distance to fire hydrant (ft): 25 Fire Department: ☒ Paid ☐ Volunteer

Describe jobsite security (such as lighting, fencing, locks, cameras, watchman, etc):

Window / Metal Panel replacement on the exterior of the building. The building will remain secured during non-construction times via temporary framing/sheathing.

Will sprinklers be activated during construction? ☒ Yes ☐ No If yes, at what % of completion 100
Rating # of hours: _____
Exposures – Describe exposure from surrounding structures within 120 feet:

If Applicable:

Flood:

Is flood coverage desired? ☐ Yes ☒ No
Flood limit: _____ Flood Deductible: _____
Is jobsite location in a National Flood Insurance Program Special Flood Hazard Area? ☐ Yes ☐ No

Earthquake:

Is earthquake coverage desired? ☐ Yes ☒ No
Earthquake limit: _____ Earthquake Deductible: _____

Renovation / Expansion Questionnaire

Please describe, in detail, the scope of work to be performed:

Existing window and metal panel demolition, revised framing and insulation, new windows and new metal panels.

Is Permission to Occupy desired? ☐ Yes ■ No (Vacant) If vacant, how long? 5 months

Is coverage for the existing structure desired? ☐ Yes ☐ No

If yes, in what year was the existing structure constructed? _____

Is this a historical building? ☐ Yes ■ No

If yes, please describe: _____

ACV Limit for existing structure: _____

RCV Limit for building materials: _____

Has the existing structure been damaged by fire, wind, earthquake, collapse, or another peril? ☐ Yes ■ No

If yes, please explain:

Renovations may be described as rehabs, renovations, or rebuilding. They usually involve some structural changes that may impact the structural integrity of the building. Examples are as follows:

- Removal or replacement of floors or structural roof members
- Removal, strengthening, or repositioning of load-bearing walls
- Addition of floors
- Expansion of below grade space
- Installation of elevators and/or new stairwells
- Demolition of part of the structure
- Roof replacement

Is this type of work to be performed? ☐ Yes ■ No

If yes, please describe in detail:

Will the renovation involve gutting the building? ☐ Yes ■ No

If yes, please describe in detail:

Plumbing system	Age:	15 years	Type:	commercial
Heating system	Age:	15 years	Type:	Hot Water
Roof	Age:	15	Type:	5 ply built up
Electrical System	Age of System:	15 years		

Is any Aluminum Wiring or Knob & Tube Wiring Present? ☐ Yes ■ No

If yes, please explain:

Date: _____ Agent's Signature: _____

Date: 1.22.25 Insured's Signature: Simone Zmuidzinas

Construction Types

ISO-1. Frame (Combustible Walls or Roof)

Buildings where the exterior walls are wood or other combustible materials including construction where combustible materials are combined with other materials such as brick veneer, stone veneer, wood iron-clad, stucco on wood.

ISO-2. Joisted Masonry (JM)

Buildings where the exterior walls are constructed of masonry materials such as adobe, brick, concrete, gypsum block, hollow concrete block, stone, tile, or similar materials and where the floors and roof are combustible.

ISO-3. Non-Combustible (NC)

Buildings where the exterior walls and the floors and roof are constructed of, and supported by metal, asbestos, gypsum or other non-combustible materials.

ISO-4. Masonry Non-Combustible

Buildings where the exterior walls are constructed of masonry materials as described in Code 2, with the floors and roof of metal or other non-combustible materials.

ISO-5. Modified Fire Resistive

Buildings where the exterior walls and the floors are constructed of masonry or fire resistive material with a fire resistance rating of one hour or more but less than two hours.

ISO-6. Fire Resistive

Buildings where the exterior walls and the floors and roof are constructed of masonry or fire resistive materials having a fire resistance rating of not less than two hours.

EDU Healthcare™

ACCOUNT SERVICE CONTRACT - SCHEDULE A

This Schedule A is part of the Account Services Contract entered by and between EDU HEALTHCARE, LLC ("EDU HEALTHCARE") and the Account identified below.

PROVIDER PLACEMENT DETAILS:

Provider Name: Bonnie Arnold

Term: 1/27-2/28/2025

Services Provided: Licensed Practical Nurse

Hours: 32.5 Hours Per Week

RATE AND PAYMENT DETAILS:

Bill Rate: $60 per hr

Payment: Due Thirty (30) Days from invoice date

ADDITIONAL INFORMATION:

Comments:

ACCOUNT

Account: Duluth Public School District

Signature: Simone Zunich
~~Simone Zunich (Jan 24, 2025 13:25 CST)~~

Date: Jan 24, 2025

EDU HEALTHCARE, LLC

By: ~~Matthew Lewis (Jan 24, 2025 18:58 EST)~~

Matthew Lewis, VP

Date: Jan 24, 2025

Account Initials SHZ ~~SHZ~~ Date Jan 24, 2025

EDU Healthcare™

WORK SCHEDULE - SCHEDULE B

This Schedule B is part of the Account Services Contract entered by and between EDU HEALTHCARE and the Account Identified below.

WORK SCHEDULE DETAILS: **Start Date:** _____

Provider Name: Bonnie Arnold Account Name: Duluth Public School District

Hours: 32.5 Hours Per Week Term: 1/27-2/28/2025

Are In-service Days Paid Days/Required? _____ Using a PO? _____

Assigned Building(s) : _____

Monday	Tuesday	Wednesday	Thursday	Friday	
Scheduled Work Day? ■ Yes ☐ No	Scheduled Work Day? ■ Yes ☐ No	Scheduled Work Day? ■ Yes ☐ No	Scheduled Work Day? ■ Yes ☐ No	Scheduled Work Day? ■ Yes ☐ No	
Workday Start Time 8:30am	Workday Start Time 8:30am	Workday Start Time 8:30am	Workday Start Time 8:30am	Workday Start Time 8:30am	
Workday End Time 3:30pm	Workday End Time 3:30pm	Workday End Time 3:30pm	Workday End Time 3:30pm	Workday End Time 3:30pm	
Day Sub Total 7.0	Day Sub Total 7.0	Day Sub Total 7.0	Day Sub Total 7.0	Day Sub Total 7.0	
Paid Lunch? ☐ Yes ■ No Lunch Total (If Unpaid) 30 minute lunch	Paid Lunch? ☐ Yes ■ No Lunch Total (If Unpaid) 30 minute lunch	Paid Lunch? ☐ Yes ■ No Lunch Total (If Unpaid) 30 minute lunch	Paid Lunch? ☐ Yes ■ No Lunch Total (If Unpaid) 30 minute lunch	Paid Lunch? ☐ Yes ■ No Lunch Total (If Unpaid) 30 minute lunch	
Day Total (Day Sub Total Less Unpaid Lunch) 6.5	Day Total (Day Sub Total Less Unpaid Lunch) 6.5	Day Total (Day Sub Total Less Unpaid Lunch) 6.5	Day Total (Day Sub Total Less Unpaid Lunch) 6.5	Day Total (Day Sub Total Less Unpaid Lunch) 6.5	Weekly Total (Must Match Hours on Schedule A) 32.5

COMMENTS: _____

Provider must not exceed weekly total hours as shown above WITHOUT prior approval between District and EDU Healthcare

Account Signature: Simone Zunich ~~Simone Zunich (Jan 24, 2025 13:25 CST)~~ Provider Signature: _____

Jan 24, 2025

Lynne Swierk

Account Initials SHZ ~~SHZ~~ Date Jan 24, 2025

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of December, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Little Seeds Learning Center LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 25, 2024 and shall remain in effect until June 5, 2025 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** 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 (5 days per week) Monday through Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 5714 Wadena St, Duluth MN, 55807.

The approximate date the service will begin is November 25, 2024 and shall not extend beyond June 5, 2025; the contract not to exceed a total of 113 Days (attending 5 days per week. The District will pay 5 days per week @ $900 per month, $450 biweekly, $225 a week with a monthly $2 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 $902.00 monthly and $5866.00 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Little Seeds Learning Center, LLC at 5207 5714 Wadena St, Duluth, MN 55807.

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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.

Emily Hennen 88-3322015 1/9/25

Contractor Signature SSN/Tax ID Number Date

Joan Crane 1/3/25

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	005	400	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Jennine Zmich 1-10-25

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

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of January, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and University Nursery School - College Street, 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 January 3 , 2025 and shall remain in effect until June 4, 2025 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** 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) Monday, Wednesday and Friday full days following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 835 W College Street, Duluth, MN, 55811 .

The approximate date the service will begin is January 3, 2025 and shall not extend beyond June 4, 2025; the contract not to exceed a total of 56 Days (attending 3 full days per week. The District will pay 3 full days per week @ $147 per week).

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

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is

precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $2,940.00 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to University Nursery School - College Street 835 W College Street, Duluth, MN, 55811.

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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.

	41-0988091	1/29/2025
Contractor Signature	SSN/Tax ID Number	Date
Jason Crane		11/22/25
Program Director		Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	005	400	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Brianne Zunich 2/4/25

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

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of January, 2025 , 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 January 14, 2025 and shall remain in effect until June 5, 2025 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance**. 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 half days following the Duluth Schools District calendar.

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

The approximate date the service will begin is January 14, 2025 and shall not extend beyond June 5, 2025; the contract not to exceed a total of 55 Days (attending 3 half days per week. The District will pay 3 half days per week @ $210 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 4316 Rice Lake Rd, Suite 108, 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 $210.00 monthly and $1,050.00 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 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.

Elicia Brown 27-2595031 1/27/25

Contractor Signature SSN/Tax ID Number Date

Joan Cain 1/22/25

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	005	400	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Erinne Zmich 2/4/25

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

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of January, 2025, 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 December 18, 2024 and shall remain in effect until May 22, 2025 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** 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 1/2 days per week) Tuesday, Wednesday and Thursday days following the Preschool calendar from his private placement..

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

The approximate date the service will begin is December 18, 2024 and shall not extend beyond May 22, 2025; the contract not to exceed a total of 62 Days (attending 3 ½ days per week. The District will pay 3 1/2 days per week @ $225.00 per month).

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

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $225.00 monthly and $1,125 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakeside Presbyterian Nursery School at 4430 McCulloch 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.

41-070-5829 1.29.25

Contractor Signature SSN/Tax ID Number Date

1/22/25

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	005	400	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

2/4/25

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

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of January , 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Christopher Davila, 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 as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 29th , 2025, and shall remain in effect until June 1, 2025 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Liang-pi Yang. Guest-Facilitator for Chinese New Year The contractor will facilitate presentations to students at Laura MacArthur elementary school; in addition ,will provide arts and craft activities for students, families and staff. Overall teaching the history and importance of Chinese culture.

3. **Background Check .** N/A

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.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor $50 per hour-long session for its services and expenses in performing said obligations up to a sum not to exceed $700. 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 care of the Office of Education Equity, ISD 709, Duluth Public Schools, 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: Liang-pi Yang , 2107 Ponderosa. Duluth Mn 55811

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

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

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

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

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

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

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

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

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

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

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

Contractor Signature | [redacted] SSN/ Tax Identification Number | 1/28/2025 Date

Program Director | 1/31/25 Date

Director of Business Service / Superintendent of Schools | 1/30/25 Date

Budget Code: 01E 005605 313 305311

AGREEMENT

THIS AGREEMENT, made and entered into this ___14__ day of ____Janurary_____ , 2025_ , by and between Independent School District #709, a public corporation, hereinafter called District, and ___Roechel Brochu_____, 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. Roechel Brochu will be providing mathematical/cultural programming in the classroom for a half day on January 16th. Roechel will be teaching students how to make frybread in the cohort math class and in both Ojibwemowin classes. Roechel will be paid for a total of five hours. The first hour will be for preparation and set-up, three hours for the activity and then one last hour for clean-up. This activity falls under the language and culture part of the AI plan, but will also include a mathematics and literacy component.

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 __1/14/2025_____ and shall remain in effect until _____6/30/2025_____ , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(Must 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 $_75 (seventy five dollars)_____ hourly and $ __1000 (one thousand dollars)____ in total.

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _68225 South George Street Iron River, Wi 54847_____.

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.

Rachel Brochu [redacted] 1-16-25

Contractor Signature SSN/Tax ID Number Date

Shasta White 1/17/2025

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

Jennine Zunich 1.21.25

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

Budget Plan by Amanda Horton for Fry Bread Math/Language Lesson and Activity - American Indian Education -Duluth Public Schools ISD 709

In this **Activity** our **Cohort and Ojibwemowin students** will learn about the origins of frybread as a food of resilience. We have created a math lesson around it and also a language lesson. We will also be bringing in a **tribal elder** to do a presentation and help make the fry bread with the students.

Budget-

Contracted services with **Roechel Brochu** for 5 hours at $75.00 an hour.

Also including shopping, prep time and clean-up. Materials for the activity (bowls, measuring cups, measuring spoons, seran wrap, freezer paper, gallon bags etc.) Ingredients for the activity: flour, oil, sugar, salt, baking powder and toppings.

Budget Proposal- Services, materials and ingredients for three classes.

Total Estimated: $500.00

AGREEMENT

THIS AGREEMENT, made and entered into this **26th, November 2024_** , by and between Independent School District #709, a public corporation, hereinafter called District, and **Mike Kesner,** an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **_November 26th, 2024 and shall remain in effect until June 30, 2025_** , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Culturally specific drumming, singing, and cultural knowledge.

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_ **($75 hr/per person for 1 drum and 4 singers) $300 (three-hundred dollars) per hour in total.**

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
Mike Kesner 9302 Idaho Street Duluth Mn 55808

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature | [redacted] SSN/Tax ID Number | 12-13-24 Date

Program Director | 01/23/25 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | 1.27.25 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of January, 2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Lynn Halbrook 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: The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 7, 2025 and shall remain in effect until January 31, 2025 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Literacy Magic Show on January 14 and 16, 2025. Each show will cost $175 for a grant total of $350.00

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 of $350 total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 194 Wheaton Rd. Cloquet, MN 55720.

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

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

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

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

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

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

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

Lynn Halbrook [redacted] 1/8/25

Contractor Signature SSN/Tax ID Number Date

Program Director 1.9.25

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	579	504	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Simone Zunich 1.15.25

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

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of January, 2025 by and between Independent School District #709, a public corporation, hereinafter called District, and _____Andrew Kimball_____ 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: The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 22, 2025 and shall remain in effect until June 30, 2025 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Andrew will offer CPR Certification classes for Preschool Staff at the rate of $45 per person.

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 of $1800 total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to _629 E 10th St Duluth, MN 55805_.

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

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

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

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

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

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

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

Andrew A Kimball [redacted] 01/22/2025

Contractor Signature SSN/Tax ID Number Date

1-28-25

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	579	504	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Simone Zmuda 1/30/25

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

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of January , 2025 , by and between Independent School District #709, a public corporation, hereinafter called District, and TruArtSpeaks, 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 February 25th and shall remain in effect until February 25th, 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.** TruArtSpeaks will provide one probono classroom workshop on Spoken Word Poetry and one paid classroom workshop on Spoken Word Poetry.

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 $N/A hourly and $ 250 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: Simon Zunich , 709 Portia Johnson Drive, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Tish Jones 82-4061997 1.28/25

Contractor Signature SSN/Tax ID Number Date

Jennifer Tarwa 1/29/25

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	611	211	303	~~401~~ 305	000
XX	X	XXX	XXX	XXX	XXX	XXX

1/31/25

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

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of January, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and REGINALD LAURENT dba Laurent Originals, LLC an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of FEB 3, 2025 and shall remain in effect until MARCH 5, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

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

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will

be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Reginald Laurent EIN-87-2997677 1/29/25

Contractor Signature SSN/Tax ID Number Date

_____ _____

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	005	212	000	305	151
XX	X	XXX	XXX	XXX	XXX	XXX

_____ 1/29/25

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

Laurent Originals LLC

Terms and Conditions

Reginald Laurent d.b.a., Laurent Originals, LLC. will provide virtual Zoom sessions for 20 classes starting on February 3, 2025, with the final session on March 5, 2025. Dates and times for each session have been established, and all Zoom links have been generated and forwarded to the teachers.

PERFORMANCE

In my Zoom sessions, I discuss art as it relates to everyday life and why it is important for children to create. I also discuss my journey as an artist, starting with childhood doodles, and I show examples of early works, works in progress, and completed works. I also show them the correlation between the different mediums while creating the same style art.

We will create my DNA style art in a paper collage format, and I will view the students' works while encouraging them and evaluating their creations.

I will show the students several new works, including a new body of work where I am using children's toys in a collage and assemblage format. I will also take them on a brief tour of my home to see art in a living environment.

And the most important part is I get to answer any and every question they may have! My favorite part! At the end of the session, most students will have either a completed work of art, or one well underway, and every question they have will have been answered.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between Independent School District #709, a public corporation, hereinafter called District, and Grace Gustafson, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11-20-24 and shall remain in effect until 6-5-24, 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)*

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 $ 20.00 hourly and $ 3,500.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Tom Tusken, ~~4316 Rice Lake Rd, Suite 108~~ 709 Portia Johnson Dr., 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) 1643 95th st New Richmond WI 54017

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 11/20/24 Date

Program Director 11/20/24 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	215	277	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 1/28/25 Date

No Cost Contracts Signed
January 2025

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Name	**Contract Source**	**Description**
The College of St. Scholastica	TLE	Continue to offer the Pathways2Teaching course for 2025-2026 academic year (CITS agreement)
Boost My School	Communications Office	Trial program for LMPS fundraising efforts

MEMORANDUM OF AGREEMENT
between the College of St. Scholastica
and Independent School District 709
Term of Agreement: 2025-26

By this agreement, the College of St.Scholastica (CSS) and the Duluth Public Schools (ISD 709) agree to partner in the delivery of CSS Pathways2Teaching approved coursework to junior and senior students under the College in the Schools (CITS) program.

Course Description
The Pathways2Teaching course examines teaching as a career and the foundations of our educational system. Students will explore the sociopolitical context related to schools, communities, and teaching while providing an overview of such topics as school culture, diversity, ethnicity, and social realities in American schools. Students will learn research skills by reviewing and analyzing achievement data to generate questions, offer suggestions, and engage in critical dialogue about educational inequalities and educational justice. The course also incorporates field experiences within elementary or middle schools.

The Duluth Public Schools agrees to partner with CSS for the academic year 2025-2026 and will:

- Continue to offer the Pathways2Teaching course providing the enrollment numbers justify the course offering.
- Provide qualified faculty to teach concurrent courses at the high school.
- Abide by the policies and procedures (ie: add/drop, withdraw, course alignment) detailed in the CSS Student Handbook.
- Notify parents/students of College in the Schools (CITS) course offerings and student eligibility.
- To the extent possible. provide counseling services to students and their parents/guardians before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Ensure completion of CSS registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by CSS CITS staff and share grades with CSS CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with a CSS faculty mentor.
- Collaborate with CSS faculty to align course syllabi, assignments, gr'ading, and assessments and ensure each course meets the CSS learning outcomes.
- Provide CSS CITS staff with a copy of each course's syllabus for transfer purposes.

College of St. Scholastica Staff shall:

- College of St. Scholastica will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and send class lists to high school as soon as the registrations are complete.
- Adjust records for students in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcripted.

- Provide to CITS students and partners access to online information to include information on CSS student conduct code, academic and student support services, registration policies, transcript requests, and more.
- CSS will waive the entrance requirements for this course.

College of St. Scholastica Instructor mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course1 and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructors and monitor assignments, exams, projects, and instructional effectiveness to ensure the course meets the learning outcomes in the CSS course outline.
- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Support CITS instructors, giving additional time and attention to instructors new to the program

Both parties will agree to perform within the requirements of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data relative to this agreements.

CSS will charge $92 per student, per course based on the CSS CITS class lists emailed by the CITS instructor per the instruction of CSS. Upon successful completion of the Pathways 2 Teaching course, students have the opportunity to receive three (3) college credits for this course from College of St. Scholastica (CSS). This course is equivalent to the CSS college course EDU 1540 - Introduction to Teaching (2 credits) and Introductory Field Experience (1 credit).

CSS

_____ Date_____
XXx

ISD 709

_____ Date 2/5/25
Simone Zunich
Executive Director of Business Services ISD 709

_____ Date 2/4/25
Jennifer Larva
Director of Secondary Curriculum and Instruction

BOOST MY SCHOOL

Boost My School Services Agreement

Prepared for:

Simone Zunich
Duluth Public Schools

Created by:

Johnny Helenek
Boost My School

Summary of Boost My School Services Agreement*

Customer	Duluth Public Schools 709 Portia Johnson Drive Duluth, MN 55811
Effective Date	1/27/25
Initial Service Term	FY25-FY26
Products Included	Giving
Selected Service Plan	Public- Essentials
Additional Add-ons Included	None
Deadline to Terminate Auto-Renewal	June 1, 2026
Service Fee	$0
Onboarding Fee	$0 (Typically $1,000)
Service and Onboarding Fee Invoice Schedule	$0 will be invoiced when this Agreement is signed. $0 will be invoiced on June 1, 2025
Boost Platform Fee	5%
Deadline to Sign Agreement	1/27/25

* This summary is provided only for convenience and has no legal effect.

Boost My School Services Agreement

This Boost My School Services Agreement (this "Agreement") is entered into as of 1/27/25 (the "Effective Date") between Boost My School with a place of business at 169 Madison Avenue #2379, New York, NY 10016 ("Company") and Duluth Public Schools with a place of business at 709 Portia Johnson Drive, Duluth, MN 55811 ("Customer").

This Agreement includes the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

For this Agreement to be valid, Customer must sign Agreement by 1/27/25.

Boost My School

Johnny Helenek

01 / 22 / 2025

Johnny Helenek

Duluth Public Schools

Simone Zunich

02 / 04 / 2025

Simone Zunich

Terms and Conditions

1. Service Term, Termination, and Auto-Renewal

1.1. Definition of a Fiscal Year

"Fiscal Year XXXX" refers to the time period that starts on July 1st and ends on June 30th, XXXX.

For example, "Fiscal Year 2020" refers to the time period that starts on July 1st, 2019 and ends on June 30th, 2020.

1.2. Service Term

The "Initial Service Term" is FY25-FY26.

The "Service Term" includes the Initial Service Term and subsequent extensions of the Service Term if this Agreement is renewed.

This Agreement is valid for the Service Term.

1.3. Auto-Renewal

This Agreement shall be automatically renewed unless this Agreement has been terminated as described in the Termination section.

If the Agreement is automatically renewed, the following all hold true:

- The Service Term will be extended by a Fiscal Year. The Deadline to Terminate Auto-Renewal becomes the 1st of the last month of the next Fiscal Year (for example, if the Fiscal Year ends June 30, the Deadline to Terminate Auto-Renewal is June 1)
- The Service Fee, Features, and Support will be for the Selected Service Plan with a 1-year commitment, as defined in writing to Customer at time of auto-renewal
- The Service Fee will be invoiced the day after the Deadline to Terminate Auto-Renewal, payable in 60 days
- No Onboarding Fee will be charged

- Customer will receive any applicable "Referral Discounts" as awarded by the "Customer Referral Program"

1.4. Customer Referral Program

For the duration of the Service Term, Customer will be awarded a "Referral Discount" for every new customer ("Referred Customer") that Customer refers to Company.

The amount of the Referral Discount, the terms and conditions governing when the Referral Discounts are awarded, and how the Referral Discount may be applied are defined on the Referral Program page on the Boost My School website.

1.5. Termination

The "Deadline to Terminate Auto-Renewal" is June 1, 2026.

Either Customer or Company may request termination of this Agreement by notifying the other party in writing anytime before the Deadline to Terminate Auto-Renewal.

In addition to any other remedies it may have, either Customer or Company may terminate this Agreement upon thirty days notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided.

2. Services and Support Provided by Boost My School

2.1. Selected Service Plan

The "Selected Service Plan" is Public- Essentials. This Agreement entitles Customer access to the Features and Support included with the Selected Service Plan.

2.2. Success Manager

The "Success Manager" for Customer will be assigned during New Customer Onboarding. Success Manager is Customer's primary point of contact for the duration of the Service Term.

Company shall use reasonable efforts to avoid switching Success Manager for Customer to a different point of contact in the middle of the Fiscal Year.

2.3. Products Included

This Agreement entitles Customer access to Giving Product(s).

For each Product, Customer is entitled to create unlimited mobile-friendly, branded webpages ("Campaign Pages") that accept online payments.

Boost Giving Product allows Customer to create the following Campaign Pages:

- Giving Page - e.g. for annual fund, giving day
- Commerce Page - e.g. for t-shirts, raffles

Boost Events Product allows Customer to create the following Campaign Pages:

- Event Page - e.g. for reunions, socials

Boost Auctions Product allows Customer to create the following Campaign Pages:

- Auction Pages

There is no limit and no minimum on the amount or number of payments collected on a Campaign Page.

2.4. Features

The following Features are included in all Plans:

- Allow donors to cover both the Boost platform fee and third-party fees on all payments made through the platform
- Accept credit card and ACH payments
- Accept modern payment methods (e.g. Apple Pay, Venmo, Google Pay)
- Your school's colors and branding
- Leaderboards and Challenge Gifts
- Standard data exports
- Standard data imports
- Custom Fields on forms

The following Features are included in Standard and Plus Plans:

- Text-to-Give (10,00 texts included)
- Integrations (Importacular, Double the Donation, ThankView, etc.)
- Peer-to-peer tracking (Advocates)

The following Features are included in Plus Plans:

- Corporate Matching Automation
- Premium Design
- 1 Custom Domain
- 1 Custom Font
- 1 Social Media Feed
- Segmented Forms
- Custom Tabs

2.5. Additional Add-ons

The "Additional Add-ons Included" for this Agreement is None.

Customer may request further add-ons by notifying Success Manager in writing. The following add-ons are available for purchase:

- Custom Domain
- Custom Font
- Custom Design
- Social Media Feed
- Text-to-Give
- Corporate Matching Automation
- Campaign Consultant
- Campaign Content Creation (copywriting, graphics)
- Campaign Outreach

2.6. Service Definitions

Custom Domain

For each Custom Domain, Customer is entitled to enable one non-Boost My School domain for a Fiscal Year. The domain will be enabled for one of the following purposes:

- Single Campaign Page (e.g. givingday.hogwarts.edu)
- Suite of Campaign Pages (e.g. give.hogwarts.edu)

Custom Font
For each Custom Font, Customer is entitled to replace Boost My School's font on all of Customer's Campaign Pages for a Fiscal Year.

Premium Design
Premium Design entitles Customer to use a Premium Design on any of Customer's Campaign Pages for a Fiscal Year.

Custom Tabs
Custom Tabs entitles Customer to create Custom Tabs on any of Customer's Campaign Pages for a Fiscal Year.

Segmented Forms
Segmented Forms entitles Customer to create multiple forms associated with any of Customer's Campaign Pages for a Fiscal Year.

Social Media Feed
For each Social Media Feed, Customer is entitled to pull social media posts from Facebook, Instagram, or Twitter on to one Campaign Page. Boost My School partners with Juicer to fulfill this service.

Text-to-Give
With Text-to-Give, Customer is entitled to enable both Outbound Text-to-Give (send bulk text messages) and Inbound Text-to-Give (a phone number with a unique code that will link to the Campaign Page) for all Campaign Pages.

Corporate Matching Automation
With Corporate Matching Automation, Customer is entitled to enable Corporate Matching Automation for all Campaign Pages.

Campaign Consultant
Add your Success Manager to your team! We'll actively help you set your Campaign branding and outreach strategy based on our experience of working with schools similar to yours

3. Support Provided by Boost My School

3.1. Support

123 458

Success Manager will provide support to Customer as defined by the Support associated with Selected Service Plan.

"Standard Support" is included with Essential Plans and Standard Plans. With Standard Support, your Success Manager generally responds within half a day, and within 2 days during busy periods.

"Plus Support" is included in Plus Plans. With Plus Support, your Success Manager generally responds within a few hours, and within 1 day during busy periods.

3.2. New Customer Onboarding

Customers signing on with Boost My School for the first time receive the following onboarding package:

- Plus Support for the duration of your onboarding
- 30-minute onboarding video call and screenshare with your Success Manager to walk you through the Boost platform
- Consultations calls, as needed, to share how other schools use the Boost platform

4. Pricing and Fees

4.1. Service Fee

The "Service Fee" for this Agreement is $0.

4.2. Onboarding Fee

The "Onboarding Fee" for this Agreement is $0 (Typically $1,000).

4.3. Service and Onboarding Fee Invoice Schedule

$0 will be invoiced when this Agreement is signed. $0 will be invoiced on June 1, 2025

4.4. Invoice Payment Due Date

Company must receive Payment for an Invoice within 30 days after the Invoice is issued, unless otherwise stated in writing.

4.5. Fees for Additional Add-Ons

Additional Add-ons may be purchased during the Duration of this Agreement and added onto this Agreement. The purchased Add-on will be made available to Customer after payment is received for the Add-on.

The breakdown of fees for each Add-on is as follows:

- Custom Domain for single Campaign Page: $1,000 per domain per Fiscal Year that the Campaign Page is active
- Custom Domain for suite of Campaign Pages: $1,000 per domain per Fiscal Year
- Custom Font: $1,000 per font per Fiscal Year
- Premium Design: $2,500
- Custom Tabs: $2,500
- Segmented Forms: $2,500
- Social Media Feed: $1,000 per feed
- Campaign Content Creation (copywriting, graphics): Pricing depends on how much needs to be created
- Campaign Outreach: Pricing depends on number of contacts that will be reached

4.6. Total Processing Fee

The Total Processing Fee is a combination of the "Boost Platform Fee" and "Third-party Processing Fees", as described in the sections below.

4.7. Boost Platform Fee

The Boost Platform Fee is 5% of all payments processed through Boost My School, with the following exceptions:

- Offline payments added to Boost My School and check payments mailed to Customer do not incur fees

4.8. Third-party Processing Fees

Boost My School has no control over third-party processing fees and as such, Boost My School passes on all third-party processing fees to Customer.

Boost My School partners with the following companies to process payments:

- Stripe - to process credit card, bank account, Apple Pay, and Google Pay payments
- Braintree - to process PayPal and Venmo payments

Third-party processing fees are subject to change as per the discretion of the payment processor. Below is an illustration of the third-party processing fees as of 01 / 22 / 2025.

Credit or debit cards, Apple Pay, Google Pay

- Visa or Mastercard: 2.9% + $0.30 per payment
- American Express or Diners Club: 3.5% + $0.30 per payment
- Additional 1% for international card transactions

Bank account

- 1% + $0.30 per payment

Venmo, PayPal, Bitcoin

- 3.5% + $0.30 per payment

Donor-advised funds

- 2.9% + $0.30 per payment

5. Warranty and Disclaimer

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Onboarding Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND ONBOARDING SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE
OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY
CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Miscellaneous

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or

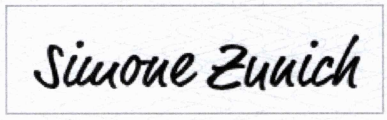
proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions.

Signature Certificate

Reference number: EFH6E-VASTH-M9PIU-5VOWN

Signer	Timestamp	Signature
Johnny Helenek Email: johnny@boostmyschool.com		
Sent:	22 Jan 2025 22:10:37 UTC	
Viewed:	22 Jan 2025 22:12:39 UTC	
Signed:	22 Jan 2025 22:13:49 UTC	
Recipient Verification:		IP address: 150.195.70.205
✔Email verified	22 Jan 2025 22:12:39 UTC	Location: Frankford, United States
Simone Zunich Email: simone.zunich@isd709.org Shared via link		
Sent:	22 Jan 2025 22:10:37 UTC	
Viewed:	04 Feb 2025 15:33:57 UTC	IP address: 24.158.25.240
Signed:	04 Feb 2025 15:34:48 UTC	Location: Duluth, United States

Document completed by all parties on:
04 Feb 2025 15:34:48 UTC

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Grant Applications

January 2025

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

Organization	Author/Contact	Project Title	Amount Requested	Terms
Minnesota Council of Teachers of Mathematics	Rebecca Starks	Middle School Math Department	$620.00	The funds would be used to send two middle school math teachers, Stephanie Kiero and Luke Konietzko, to the spring math conference held here in Duluth on April 25, 2025.
Arrowhead Library System	Anna Rose	Lester Park Elementary, Media Specialist	$250.00	The funds will go toward a class set of Choromebook keyboard covers for the purpose of teaching touch-typing skills.
MN Department of Education	Jen Larva and Brenda Spartz	TLE	$200,000.00	Funds will be used to pay for dedicated FTE to work on MnMTSS implementation, summer data retreats for our site CITs, professional development for 9 individuals at the COMPASS Summer Institute, and mid-year data retreats for CITs.
Federal Aviation Administration	Danette Seboe	CTE Aerospace Careers	$993,960.00	Funds will be used to create an aviation mechanic pathway from Duluth and Rock Ridge with Cirrus support. FTE dedicated to training and building the program, then dedicated FTE to run the new course(s) regardless of class size. Transportation to and from Cirrus for students and staff, Summer teacher externships at Cirrus, Mentor support from Cirrus, meals for meeting days, printing and marketing supplies, administration coordination FTE.
Duluth Superior Community Foundation	David Joseph	Duluth Preschool	$2,400.00	To purchase snowsuits and snow boots for preschoolers to be able to access outdoor nature play.