

## Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

### Agenda

Tuesday, April 22, 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 - March 18, 2025  | 3 |
| 2) Special School Board Meeting Re: Property Sale - March 27, 2025                        | 5 |
| 3) Special School Board Meeting Re: Superintendent Mid Year<br>Evaluation - April 8, 2025 | 7 |

#### B. Approval of Action Items

##### 1) Human Resources

- |   |    |
|---|----|
| a. HR Staffing Report   | 8  |
| b. <u>Other Action Items</u>  |    |
| (1) Job Description - Director of Technology (Revision)                   | 9  |
| (2) Job Description - District Community Education Director<br>(Revision) | 15 |

##### 2) Finance

- |  |    |
|--|----|
| a. <u>Financial Report</u>   | 25 |
| b. Fundraisers   | 26 |
| c. <u>Bids, RFPs and Quotes</u>  |    |
| (1) BID - 2025-2026 Bread Bid (Pan-O-Gold Baking Co.)  | 27 |
| (2) BID - 2025-2026 Upper Lakes Foods Bid  | 28 |
| d. <u>Contracts, Change Orders, Leases</u>   |    |
| (1) LEASE - Northwood Children's Services Merritt Creek<br>Academy Lease Agreement 2025-2028 | 30 |
| (2) LEASE - Northwood Children's Services Rockridge<br>Academy Lease Agreement 2025-2026     | 41 |

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

- |   |    |
|---|----|
| a. Duluth Head Start Annual Approvals                                   |    |
| (1) Self Assessment Report 2023-24                                      | 59 |
| (2) Transportation Waiver for Duluth Head Start FY26                    | 73 |
| (3) Duluth Public Schools Federal Head Start Continuation<br>Grant FY26 | 75 |

##### 4) Other

- |  |    |
|--|----|
| a. Diplomas                                  | 76 |
| b. <u>Field Trip Requests</u>                |    |
| (1) East High School East Birch Log Yearbook | 92 |
| (2) East High School HOSA                    | 97 |

c. <u>Data Sharing Agreements</u>	
(1) The College of St Scholastica TRIO Talent Search	102
<b>C. <u>Approval of Policy Readings</u></b>	
1) <u>First Readings</u>	
a. 413 Prohibiting Harassment and Violence (deleting current 413 & 413R and adopting MSBA Model Policy)	106
b. 7070 The Bidding Process (renumbering to 726)	133
2) <u>Second Readings</u>	
a. 525 Violence Prevention	135
3) <u>Annual Review</u> - None	
<b>D. <u>Approval of Committee Reports</u></b>	
By approving Committee Reports, the board acknowledges and approves all informational and action items represented in the Regular School Board Meeting Report of each committee.	
1) <u>Monthly Committee of the Whole - APRIL 8, 2025</u>	<u>160</u>
2) <u>Policy Committee - April 15, 2025</u>	<u>235</u>
3) <u>Human Resources/Business Services Committee - (April 14, 2025)</u>	

Regular School Board Meeting  
Tuesday, March 18, 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: Absent  
Present: 6, Absent: 1.

1. Call to Order  
at 6:37 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

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

Student Representative Dean presented the East Student Report.

Student Representative Garner presented the Denfeld Student Report.

6.B. Superintendent's Report

Superintendent Magas presented the Superintendent's Report.

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 (*March 4, 2025*)

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

7.B. Human Resources/Business Services Committee (*March 10, 2025*)

Board Treasurer Sadowski presented the Human Resources/Business Services Committee Report.

7.C. Policy Committee (*March 13, 2025*)

Board Member Loeffler-Kemp presented the Policy Committee Report.

## 8. General Board Committee Updates

Member Lofald shared a report from attendance at the Education Equity Advisory Committee (EEAC) meeting.

Member Sadowski shared a report from attendance at the Inter-Governmental meeting and shared that the Head Start meeting was rescheduled.

Member Loeffler-Kemp shared a report from Duluth Public Schools Foundation and the Quality Steering Committee meeting.

## 9. Consent Agenda

Move to Approve the Consent Agenda. This motion, made by Rosie Loeffler-Kemp and seconded by Jill Lofald, Passed.

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

Yea: 6, Nay: 0, Absent: 1

## 10. Resolutions from Committee Reports

### 10.A. B-3-25-4091 - Acceptance of Donations to Duluth Public Schools

Move to Approve Resolution B-3-25-4091 Acceptance of Donations to Duluth Public Schools. This motion, made by Rosie Loeffler-Kemp and seconded by Amber Sadowski, Passed.

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

Yea: 6, Nay: 0, Absent: 1

## 11. Special Resolutions and Action Items

### 11.A. Approval of Revised 2025-2026 School Year Calendar

Motion to Approve the Revised 2025-2026 School Year Calendar. This motion, made by Amber Sadowski and seconded by Sarah Mikesell, Passed.

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

Yea: 6, Nay: 0, Absent: 1

### 11.B. Contract - Solar Development Agreement with Wolf Track Energy (Bid #1336 Approved 2.25.25)

Move to Approve the Contract - Solar Development Agreement with Wolf Track Energy. This motion, made by Henry Banks and seconded by Rosie Loeffler-Kemp, Passed.

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

Yea: 6, Nay: 0, Absent: 1

## 12. Questions / Other

## 13. Adjournment

Move to Adjourn at 8:18 p.m. This motion, made by Jill Lofald and seconded by Sarah Mikesell, Passed.

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

Yea: 6, Nay: 0, Absent: 1

Special [Closed] School Board Meeting -  
Property Sale  
Thursday, March 27, 2025 5:30 PM Central

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

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

Present: 4, Absent: 3.

Jill Lofald: Present

Present: 5, Absent: 2.

Member Lofald arrived at 5:46 p.m.

1. Call to Order  
at 5:34 p.m.

2. Roll Call  
Member Lofald arrived at 5:46 p.m.

3. Closed Session

The Open Meeting Law, Minnesota Statute section 13.05, subdivision 3(c)(3), states that the School Board may close a meeting to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

Move to Closed Session. This motion, made by Henry Banks and seconded by Sarah Mikesell, Passed.

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

Yea: 4, Nay: 0, Absent: 3

Convened to a closed session at 5:36 p.m.

Reconvened to an open session at 6:08 p.m.

4. Resolution B-3-25-4092 Authorizing the sale of vacant land located at 2476 East Pioneer Road in Normanna Township

Move to Approve Resolution B-3-25-4092. This motion, made by Rosie Loeffler-Kemp and seconded by Henry Banks, Passed.

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

Yea: 5, Nay: 0, Absent: 2

5. Adjournment

Move to Adjourn at 6:10 p.m. This motion, made by Jill Lofald and seconded by Rosie Loeffler-Kemp, Passed.

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

Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea  
Yea: 5, Nay: 0, Absent: 2

Special [Closed] School Board Meeting -  
Mid Year Superintendent Evaluation  
Tuesday, April 8, 2025 5:30 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 8:20 p.m.

2. Roll Call

3. Superintendent Evaluation

The Open Meeting Law, Minnesota Statutes section 13D.05 subdivision 3.(a) states, a public body may close a meeting to evaluate the performance of an individual who is subject to its authority. The public body shall identify the individual to be evaluated prior to closing a meeting. During the meeting, the Board will review the Superintendent’s progress towards his evaluation goals.

Move to Convene to a Closed Session. This motion, made by Stephanie Williams 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

Meeting convened to a closed session at 8:22 p.m.  
Meeting reconvened to an open session at 9:46 p.m.

4. Official Action Related to Closed Session, If Necessary  
None

5. Adjournment

Move to Adjourn at 9:47 p.m. 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

**HUMAN RESOURCES ACTION ITEMS FOR:**

**CERTIFIED APPOINTMENT**

ANDERSON, KENDRIC A  
KENNEDY-ANDERSON, KRISTEN M

**POSITION**

LTS ADSIS READING INTERVENTIONIST TOSA/LESTER PARK, (BA) III 1, 1.0, FINN K. MATERNITY LEAVE  
MIDDLE SCHOOL PRINCIPAL/ORDEAN EAST, 46 WK, \$129,593.00/YR, LEHNA S. RETIRED

**EFFECTIVE DATES**

04/15/2025  
08/04/2025

**CERTIFIED LEAVES**

ANTONICH, BRENDA L  
JOHNSON, STACY L  
SAXTON, JESSICA EC  
WILLIAMS, SHERYL A

**POSITIONS**

GRADE 1 - HOMECROFT ES  
GRADE 5 - PIEDMONT ES  
GUIDANCE COUNSELOR SECONDARY - MARSHALL SCHOOL  
EARLY CHILDHOOD SERVICES COORDINATOR/DSC

**EFFECTIVE DATES**

05/08/2025 06/06/202  
04/24/2025 06/06/202  
08/25/2025 06/05/202  
08/11/2025 06/12/202

**CERTIFIED RESIGNATION**

BILANCIA, ALEXA M  
JOHANIK, SCOTT E  
RUPP, KENDRA D  
SCHUCHMAN, HEIDI K  
YOUMANS, EMILY P

**POSITION**

GRADE 4 SPANISH IMMERSION - LOWELL ES  
GRADE 3 - LAURA MACARTHUR ES  
SPED SPEECH LANGUAGE PATH - LOWELL ES  
DISTRICT ASSESS COORD - DW  
VISUAL ARTS - EAST HS

**EFFECTIVE DATES**

06/06/2025  
04/07/2025  
06/06/2025  
03/20/2025  
06/06/2025

**CERTIFIED RETIREMENT**

FLORESTANO, ANGELO A  
LINDBERG, TIM C

**POSITION**

REVISED DATE SOCIAL STUDIES - DENFELD HS  
SPED WORK EXP - DENFELD HS

**EFFECTIVE DATES**

07/25/2025  
06/06/2025

**NON-CERT APPOINTMENT**

CARPENTER, ELIZABETH-ROSE S  
GILLIAM, ELLIOTT D  
KALLOS, OLIVIA S  
LITTLE, JAMES P  
OLSON, AMITY M  
PERRY, GARY W  
THOEN-STAMM, ANNA M  
WARD, SAMSON J

**POSITION**

HOURLY MONITOR/CONGDON, 23/38WKS, \$15.00/HR  
BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$23.08/HR,  
PRESCHOOL PARA/PIEDMONT, 23/38WKS, \$20.49/HR, TAKAHASHI-PETERSON Y. TRANSFER  
NUTRITIONAL SERVICE ASST/LINCOLN PARK, 30/38WKS, \$15.68/HR, PAULSON L. RESIGNED  
HOURLY MONITOR/LESTER PARK, 23/38WKS, \$15.00/HR  
SPED STUDENT SPECIFIC PARA/DISTRICT WIDE, 37.5/38WKS, \$22.49/HR, GLEMBIN T. TRANSFER  
SPED BUILDING WIDE PARA/LAKEWOOD, 31.25/38WKS, \$20.75/HR, LOCHNER, H RESIGNED  
BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$21.08/HR, GREENBERG J. RESIGNED

**EFFECTIVE DATES**

03/10/2025  
03/24/2025  
04/07/2025  
03/17/2025  
03/24/2025  
03/19/2025  
03/11/2025  
03/17/2025

**NON-CERT LEAVES**

LARSON, ELIZABETH J  
MARPLE, BROOKE K  
PAHL, KATELYN L

**POSITIONS**

SPED BW PARA - CONGDON PARK ES  
TECH TUTOR PARA - DENFELD HS  
SPECIAL SERVICES SUPERVISOR/DSC

**EFFECTIVE DATES**

03/17/2025 06/06/202  
03/18/2025 04/09/202  
04/21/2025 07/18/202

**NON-CERT RESIGNATION**

ANDERSON, SOMMER M  
PERKINS, REBECKAJO L  
SWONGER, AMANDA L

**POSITION**

SPED PROG PARA SETTING III/IV - LINCOLN PARK MS  
SPED STUDENT SPECIFIC PARA SETTING III/IV - STOWE ES  
HRLY CAFE/PLYGRND MONITOR - PIEDMONT ES

**EFFECTIVE DATES**

05/02/2025  
02/25/2025  
03/18/2025

**NON-CERT RETIREMENT**

JOHNSON, JULIE A  
KOLDEN, DANIEL L

**POSITION**

SPED PROG PARA SETTING III/IV - MYERS-WILKINS ES  
ENGINEER II - ROCKRIDGE ACADEMY

**EFFECTIVE DATES**

07/01/25  
07/02/25

**NON-CERT TERMINATION**

GJERDAHL, JESSIE R  
MCCARSON, KATHLEEN M  
WIRTA, VANESSA

**POSITION**

SCHOOL CUSTODIAN 1  
SPED BW PARA - ORDEAN-EAST MS  
SCHOOL CUSTODIAN 1

**EFFECTIVE DATES**

03/04/25  
03/10/25  
02/28/25



CLASSIFICATION DESCRIPTION

TITLE: Director of Technology

<p><b><u>Title of Immediate Supervisor:</u></b> Assistant Superintendent</p>	<p><b><u>Department:</u></b> Technology</p>	<p><b><u>FLSA Status:</u></b> Exempt</p>
<p><b><u>Accountable For (Job Titles):</u></b> <u>Network Architect/Administrator, Digital Innovation Specialist, Field Support Technician, Google Workspace Administrator, and Technology Clerical</u></p>		<p><b><u>Pay Grade Assignment:</u></b> Individual Employment Agreement <del>linked to the Education Directors Association Agreement.</del></p>

**General Summary or Purpose Of Job:**

Manages the District’s comprehensive technology ecosystem, encompassing instructional, administrative, and security programs. Coordinates all phases of district-wide technology processes, including strategic planning, contracting, procurement, implementation, maintenance, and cybersecurity. Provides expert advice and strategic guidance to the Assistant Superintendent and District leadership on emerging technology trends and their impact on education, ensuring compliance with Minnesota state regulations and educational standards.

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)
1.	Oversees all management information systems, including databases, software, hardware, network infrastructure, telecommunications, cloud services, cybersecurity measures (firewalls, intrusion detection/prevention, data loss prevention), internet filtering, and related systems. Researches and ensures compliance with federal and Minnesota state laws and regulations on technology and data privacy (e.g., FERPA, COPPA, Minnesota Government Data Practices Act (MGDPA), Student Data Privacy Act). <del>Manages cloud-based systems and related security.</del>
2.	Supervises and coordinates the activities of technology-related personnel, including network administrators, systems engineers, cybersecurity specialists, <del>data analysts,</del> and support technicians. Fosters a collaborative and high-performing team environment.



## CLASSIFICATION DESCRIPTION

### TITLE: Director of Technology

3. Develops and maintains the District's comprehensive technology strategic plan, aligning with educational goals, Minnesota Department of Education (MDE) technology initiatives, and emerging technologies ~~(e.g., AI, personalized learning platforms)~~. Chairs the District Technology Committee, providing guidance and direction for unified planning and implementation. Develops and implements a robust technology disaster recovery and business continuity plan, including data backup, recovery, and cybersecurity incident response. Performs risk assessments and vulnerability analyses.
4. ~~Develops Forecasts, plans,~~ and manages the District's technology budget, ensuring cost-effectiveness and alignment with strategic priorities, including state technology funding opportunities. Manages/facilitates the district's E-rate filing process. Approves all technology-related purchases and contracts. Develops and maintains hardware and software standards and specifications. Manages vendor relationships and negotiates contracts, adhering to procurement guidelines.
5. Determines and approves appropriate technologies and processes for instructional and administrative uses. Collaborates with curriculum directors and instructional leaders to integrate technology effectively into the curriculum, supporting personalized learning environments, digital curriculum development, and the evaluation of the effectiveness of technology in instruction. Evaluates and pilots emerging technologies to enhance teaching and learning, aligning with Minnesota's academic standards.
6. Develops and implements a comprehensive professional development plan to train staff on the effective and efficient use of technology related to security and student information systems. Provides training administration and direct training as needed. Determines training needs, courses, instructors, schedules, and facilities, including training on educational technology platforms.
7. Participates in District and state technology committees. Chairs the District Technology Committee. Participates in Superintendent's Cabinet meetings as needed. Serves as a liaison for the School Board on technology matters. Represents the District at regional and national technology conferences. Designs and contributes to statewide technology initiatives. Communicates effectively with stakeholders on technology initiatives and issues, including parents and the community.
8. Develops and implements strategies to promote digital equity, ensuring all students have equitable access to technology and digital learning resources.
9. Implements a best-in-class ticketing systems for technology related needs, repairs, and maintenance. Develops protocols to ensure tickets are completed accurately, and in a timely manner.
10. Performs other duties of a comparable level or type.



## CLASSIFICATION DESCRIPTION

TITLE: Director of Technology

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

- Master's degree in management information systems, information technology, computer science, cybersecurity, or a closely related field and a minimum of five years of progressive experience in technology leadership and management, preferably in a Minnesota educational setting OR a Bachelor's degree in information technology, computer science, cybersecurity, or a closely related field and a minimum of seven years of progressive experience in technology leadership and management, OR a combination of education and extensive information technology and leadership experience totaling ten years.
- ~~Demonstrated experience in network infrastructure, cybersecurity, data management, and cloud technologies.~~
- ~~Proven ability to develop and manage budgets and strategic plans.~~
- ~~Knowledge of educational technology trends and best practices.~~
- ~~Strong understanding of data privacy and security regulations, including Minnesota-specific regulations.~~
- ~~Experience in managing technology teams.~~
- Experience in addressing digital equity issues and implementing strategies to support diverse learners.
- Prior experience working in a K-12 school district is preferred.

### **Certification or Licensing Requirements** (Preferred prior to job entry):

- ~~Certified Information Systems Security Professional (CISSP)~~
- ~~Certified Information Security Manager (CISM)~~
- ~~CompTIA+ Security+~~
- ~~Certified Education Technology Leader (CETL)~~
- Project Management Professional (PMP)
- ITIL Certification
- ~~Relevant certifications related to cloud technologies (e.g., AWS, Azure, Google Cloud)~~

### **Knowledge Requirements:**

Requires knowledge of:

- Demonstrated knowledge of network infrastructure, cybersecurity, data management, and cloud technologies.
- Knowledge of educational technology trends and best practices.
- Strong understanding of data privacy and security regulations, including Minnesota-specific regulations.
- Familiarity with E-Rate Program.
- School finance and budgeting, ~~including Minnesota school funding mechanisms.~~
- Personnel management, training, and development.
- Data management, network structures, and management, including routers, firewalls, and cloud infrastructure.
- Cybersecurity principles and practices, including risk assessment, vulnerability management, and incident response.



## CLASSIFICATION DESCRIPTION

### TITLE: Director of Technology

- Data analysis and reporting.
- Knowledge of current and emerging educational technologies, including Minnesota's educational technology initiatives.
- Understanding of Minnesota's educational standards and curriculum frameworks.

#### **Skill Requirements:**

##### Skilled in:

- Developing and managing budgets and strategic plans.
- Managing technology teams
- Addressing digital equity issues and implementing strategies to support diverse learners.
- ~~Microsoft Network Systems and Windows Server administration.~~
- Network design, implementation, and management, ~~including cabling, hardware, and software.~~
- Cloud platform management and security. ~~(AWS, Azure, Google Cloud).~~
- ~~Cybersecurity incident response and management.~~
- Software management and deployment.
- Training and professional development delivery.
- ~~Operating systems administration (Windows, macOS, Linux, ChromeOS, server platforms).~~
- Voice over IP (VoIP) and unified communications management.
- Strong communication and interpersonal skills.
- Problem-solving and decision-making skills.
- Project management skills.
- Familiarity with ~~Minnesota's~~ student information systems (SIS).



## CLASSIFICATION DESCRIPTION

TITLE: Director of Technology

<b>Physical Requirements:</b> Indicate according to the requirements of the essential duties/responsibilities				
Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms				√
Climb or balance		√		
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
<b>Lift &amp; Carry:</b>				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.		√		
Up to 100 lbs.	√			
More than 100 lbs.	√			
<b>General Environmental Conditions:</b>				
<p>Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.</p>				
<b>General Physical Conditions:</b>				
<p><b>Work can be generally characterized as:</b></p> <p><b>Medium Work:</b> Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.</p>				

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



CLASSIFICATION DESCRIPTION

District Community Education ~~Coordinator~~ Director

<p><b><u>Title of Immediate Supervisor:</u></b> -Assistant Superintendent</p>	<p><b><u>Department:</u></b> Community Education</p>	<p><b><u>FLSA Status:</u></b> Exempt</p>
<p><b><u>Accountable For (Job Titles):</u></b> <del>Coordinator</del> <del>Duluth Adult Education, Facilities Use</del> <del>Coordinator,</del> Community Schools Area Coordinator, <del>Community Schools Program Coordinator,</del> Community Schools Building/Program Coordinator, <del>Safe Routes to School Coordinator,</del> OST Site Supervisor (Lead), <del>Duluth Early Childhood Services Coordinator/Head Start Director,</del> ECFE/School Readiness Specialist Teacher, Teacher, Paraprofessional, Office Support Specialist <u>and relevant positions as assigned by supervisor.</u></p>		<p><b><u>Pay Grade Assignment:</u></b> <del>Individual Employment Agreement Duluth District-Wide Instructional Administrators' Association, Pay Class II-A</del></p>

**General Summary or Purpose Of Job:**

Provides strategic direction, ~~supervision and~~ visionary leadership and comprehensive oversight for the Community Education Program, which ~~consists~~ encompasses a diverse portfolio of educational, recreational, enrichment, cultural, ~~and~~ human service and adult education programs (including GED preparation and English as a Second Language). This role is responsible for ensuring the program effectively addresses the evolving programs designed to meet the identified needs of all residents, optimizes the utilization of the community and maximize the use of school facilities, and fosters a culture of lifelong learning and community engagement through innovative and data-driven initiatives.

<p><b>DUTY NO.</b></p>	<p><b>ESSENTIAL DUTIES:</b> (These duties are a representative sample; position assignments may vary.)</p>
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## CLASSIFICATION DESCRIPTION

### District Community Education ~~Coordinator~~ Director

1. Prepares, manages and strategically aligns ~~administers~~ a fiscally-responsible Community Education Department budget with program goals and community needs. Makes data-informed programmatic and budget recommendations to the administrative team and to the School Board regarding community education fund expenditures. Proactively identifies and secures alternate ~~Seeks additional~~ revenue streams through State, federal, -and local grants, sponsorships, and partnerships.
2. Plans, develops and implements, and evaluates a diverse range of high-quality on a District-wide basis, programs and services across the district, including in the following areas: after school youth, adult education and enrichment, early childhood family education, school readiness and pre-kindergarten, driver education, special needs, community use of school facilities and senior citizens. Ensures programs are aligned with best practices, incorporate innovative delivery methods, and meet the diverse needs of the community. Interprets and ensures compliance with federal and State guidelines/statutes and reporting requirements, and school district policies.
3. Provides leadership, supervision, ~~including~~ performance appraisal, hiring and comprehensive training ~~of~~ to all staff district-wide including specialist teachers, teachers, supervisors, coordinators, supervisory assistants, office support specialists and adult education instructors. Fosters a collaborative and high-performing environment. ~~the part-time staff employed by the Community Education program. Recommends staff compensation levels to the Human Resource Department. Evaluates teachers under their supervision, providing feedback, supporting professional development initiatives, and facilitating related training.~~
4. Leads strategic planning initiatives to ensure the long-term sustainability and growth of the Community Education Program. Coordinates staff team building, evaluation and data-driver problem-solving activities. Supports district aims and goals. Develops goals and objectives, facilitates effective staff communication, implements situational management strategies and develops long-range plans. Facilitates and participates in staff meetings, ~~with each program, support level staff,~~ parent/community advisory councils, district and state level meetings.
5. Develops and nurtures strong, ~~maintains~~ collaborative relationships ~~programs~~ with city and county departments, ~~and with~~ local non-profit agencies, businesses and community organizations. Leverages partnerships to expand program reach and resources. Works with community groups and advisory councils, such as the Family Service Collaborative, Service Learning Committees, Community Education Advisory Council, and the Parks and Recreation Board, to facilitate program implementation and address community needs.
6. Develops and implements comprehensive marketing and communication strategies ~~to~~ promotes, ~~markets~~ and publicizes, ~~on a District-wide basis,~~ community education programs district-wide. Utilizes a variety of ~~Uses~~ print, digital, and social media platforms to reach diverse audiences. ~~and electronic media to market programs~~. Promotes an understanding and support for all ~~of the District's~~ district programs by making presentations at school board meetings, PTA gatherings and other community groups events. Publishes and distributes the community education catalog to community residents and households.

## CLASSIFICATION DESCRIPTION

### District Community Education ~~Coordinator~~ Director

7. Develops and implements policies and policies and procedures that are related to youth service and youth leadership activities, including a robust summer enrichment program, fostering youth development and engagement. Collaborates with summer school leadership to support the planning, implementation, and evaluation of summer programs, ensuring alignment with district goals.
8. Maintains proficiency in relevant technology, including online registration systems, data management, learning management systems, and communication platforms. Utilizes data analytics to assess program effectiveness, identify trends, and inform strategic decision making.
9. Performs other duties of a comparable level or type.

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

Requires a minimum of a baccalaureate degree in Community Education, Education, or a closely-related field, and a minimum of five years experience as a community education director or assistant community education director in a large urban or diverse school district;. Demonstrated experience in strategic planning, data analysis, and technology integration is essential. Proven leadership in developing and implementing innovative community-based programs is required. Alternatively, an equivalent combination of education, training, and/or experience demonstrating the ability to successfully perform the essential functions of the work, including advanced leadership and management skills, fiscal accountability, and community engagement expertise. or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

#### **Certification or Licensing Requirements** (prior to job entry):

Community Education Director's license issued by the Minnesota Department of Education.

#### **Knowledge Requirements**

Requires comprehensive knowledge of:

- Community Education philosophy, and goals and contemporary trends in lifelong learning.
- Local community and governmental agencies and their respective roles in community development.
- Team facilitation, conflict resolution, and the collaborative process, including multi-stakeholder engagement.
- General school operations, finance, policies and facility utilization, with a strong understanding of school district strategic goals.
- Youth development and youth service models including evidence based practices and your leadership development.

## CLASSIFICATION DESCRIPTION

### District Community Education ~~Coordinator~~ Director

- Principles, methods and practices of administration and personnel supervision, including performance management and talent development.
- Pre-kindergarten and early childhood and family education standards, curriculum, assessments and best practices, and their alignment with state and national standards.
- Grant writing and securing alternative funding sources.
- Data analysis and interpretation for program evaluation and strategic planning.
- Technology integration in program delivery and administration.

**Skill Requirements**  
Requires knowledge of:

- Assessing community needs, and developing, organizing and managing effective ongoing programs using data driver approaches and strategic planning.
- Program promotion and marketing strategies, including digital and social media platforms.
- Administering complex department budgets, and the ability to monitor and control program budgets with a wide variety of funding sources, fiscal accountability and strategic resource allocation.
- Excellent verbal, written, presentation and listening communication skills, including public speaking and stakeholder engagement.
- Recruiting, selecting, training and evaluating staff in certified, non-certified, coordinator and support positions, with a focus on team building and professional development.
- Ability to provide leadership to a broad range of individuals and programs, fostering collaboration and innovation.
- Conflict resolution and problem solving, using collaborative and data-informed approaches.
- Utilizing a range of computer-software applications, including such as MDS-Word, MS-Excel, Microsoft and Google platforms, fiscal management systems budgeting software, and student information and registration systems, and scheduling software learning management systems and data analysis tools to enhance program management and decision-making.

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

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

## CLASSIFICATION DESCRIPTION

### District Community Education ~~Coordinator~~ Director

	Climb or balance	√			
	Stoop/kneel/crouch or crawl	√			
	Talk and hear				√
	Taste and smell	√			
<b>Lift &amp; Carry:</b>	Up to 10 lbs.		√		
	Up to 25 lbs.	√			
	Up to 50 lbs.	√			
	Up to 100 lbs.	√			
	More than 100 lbs.	√			

**General Environmental Conditions:**

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work.

The typical noise level is considered to be quiet.

**General Physical Conditions:**

**Work can be generally characterized as:**

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

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

**Job Classification History:**

CLASSIFICATION DESCRIPTION

District Community Education ~~Coordinator~~ Director

<p><b><u>Title of Immediate Supervisor:</u></b> -Assistant Superintendent</p>	<p><b><u>Department:</u></b> Community Education</p>	<p><b><u>FLSA Status:</u></b> Exempt</p>
<p><b><u>Accountable For (Job Titles):</u></b> <del>Coordinator</del> <del>Duluth Adult Education, Facilities Use</del> <del>Coordinator,</del> Community Schools Area Coordinator, <del>Community Schools Program Coordinator,</del> Community Schools Building/Program Coordinator, <del>Safe Routes to School Coordinator,</del> OST Site Supervisor (Lead), <del>Duluth Early Childhood Services Coordinator/Head Start Director,</del> ECFE/School Readiness Specialist Teacher, Teacher, Paraprofessional, Office Support Specialist <del>and relevant positions as assigned by supervisor.</del></p>		<p><b><u>Pay Grade Assignment:</u></b> Duluth District-Wide Instructional Administrators' Association, <del>Pay Class II-A</del></p>

**General Summary or Purpose Of Job:**

Provides ~~strategic~~ direction, ~~supervision and~~ ~~visionary~~ leadership ~~and comprehensive oversight~~ for the Community Education Program, which ~~consists-encompasses a diverse portfolio~~ of educational, recreational, enrichment, cultural, ~~and~~ human service ~~and adult education programs (including GED preparation and English as a Second Language)~~. This role is responsible for ensuring the program effectively addresses the evolving programs ~~designed to meet the identified~~ needs of all residents, ~~optimizes the utilization of the community and maximize the use of~~ school facilities, ~~and fosters a culture of lifelong learning and community engagement through innovative and data-driven initiatives.~~

<p><b>DUTY NO.</b></p>	<p><b>ESSENTIAL DUTIES:</b> (These duties are a representative sample; position assignments may vary.)</p>
------------------------	--

## CLASSIFICATION DESCRIPTION

### District Community Education ~~Coordinator~~ Director

1. Prepares, manages and strategically aligns ~~administers~~ a fiscally-responsible Community Education Department budget with program goals and community needs. Makes data-informed programmatic and budget recommendations to the administrative team and to the School Board regarding community education fund expenditures. Proactively identifies and secures alternate ~~Seeks additional~~ revenue streams through State, federal, -and local grants, sponsorships, and partnerships.
2. Plans, develops and implements, and evaluates a diverse range of high-quality on a District-wide basis, programs and services across the district, including in the following areas: after school youth, adult education and enrichment, early childhood family education, school readiness and pre-kindergarten, driver education, special needs, community use of school facilities and senior citizens. Ensures programs are aligned with best practices, incorporate innovative delivery methods, and meet the diverse needs of the community. Interprets and ensures compliance with federal and State guidelines/statutes and reporting requirements, and school district policies.
3. Provides leadership, supervision, ~~including~~ performance appraisal, hiring and comprehensive training ~~of~~ all staff district-wide including specialist teachers, teachers, supervisors, coordinators, supervisory assistants, office support specialists and adult education instructors. Fosters a collaborative and high-performing environment. ~~the part-time staff employed by the Community Education program. Recommends staff compensation levels to the Human Resource Department. Evaluates teachers under their supervision, providing feedback, supporting professional development initiatives, and facilitating related training.~~
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Walk		√		
Sit				√
Use hands dexterously (use fingers to handle, feel)			√	
Reach with hands and arms			√	

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	Climb or balance	√			
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	Talk and hear				√
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	Up to 25 lbs.	√			
	Up to 50 lbs.	√			
	Up to 100 lbs.	√			
	More than 100 lbs.	√			

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

**Job Classification History:**

# Duluth Public Schools

## HR/BS Services Committee Monthly Fund Balance Report APRIL 14, 2025 Committee Meeting

### BUDGET SUMMARY

4/11/2025

Percent spent

REVENUES	24-25		24-25		24-25		24-25		24-25	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-24	JULY 24-25	July - June	July - June	July - June	July - June	July - June		
General	01	\$ 121,223,653.72	\$ 125,811,423.49	\$ 70,907,561.18	\$ 5,961.56	\$ 54,909,823.87	56%			
Food Service	02	\$ 6,000,000.00	\$ 6,000,000.00	\$ 3,290,755.61	\$ -	\$ 2,709,244.39	55%			
Transportation	03	\$ 6,332,190.85	\$ 6,332,190.85	\$ 2,347,795.84	\$ -	\$ 3,984,395.01	37%			
Community Ed	04	\$ 8,577,600.00	\$ 8,662,818.02	\$ 4,159,788.58	\$ -	\$ 4,503,029.44	48%			
Operating Capital	05	\$ 2,772,175.43	\$ 2,772,175.43	\$ 822,651.55	\$ -	\$ 1,949,523.88	30%			
Building Construction	06	\$ -	\$ -	\$ -	\$ -	\$ -	-			
Debt Service Fund	07	\$ 28,067,285.00	\$ 28,067,285.00	\$ 2,413,402.82	\$ -	\$ 25,653,882.18	9%			
Trust Fund	08	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00	0%			
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 921,730.29	\$ -	\$ 28,269.71	97%			
Student Activity	79	\$ 276,264.00	\$ 276,264.00	\$ 303,783.03	\$ -	\$ (27,519.03)	110%			
<b>REVENUES</b>	<b>TOTALS:</b>	<b>\$ 174,475,269.00</b>	<b>\$ 179,148,256.79</b>	<b>\$ 85,167,468.90</b>	<b>\$ 5,961.56</b>	<b>\$ 93,986,749.45</b>	<b>48%</b>			

EXPENSES	24-25		24-25		24-25		24-25		24-25	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-24	JULY 24-25	July - June	July - June	July - June	July - June			
General	01	\$ 122,071,417.00	\$ 123,151,409.84	\$ 93,730,995.14	\$ 2,081,696.26	\$ 27,338,718.44	78%			
Food Service	02	\$ 6,055,998.00	\$ 6,055,998.00	\$ 3,919,941.04	\$ 1,046,300.29	\$ 1,089,756.67	82%			
Transportation	03	\$ 6,783,799.00	\$ 6,783,799.00	\$ 7,142,428.76	\$ 276,344.94	\$ (634,974.70)	109%			
Community Ed	04	\$ 7,817,759.00	\$ 7,926,977.02	\$ 5,590,253.09	\$ 22,381.59	\$ 2,314,342.34	71%			
Operating Capital	05	\$ 6,720,958.43	\$ 6,908,621.43	\$ 6,566,657.90	\$ 576,393.19	\$ (234,429.66)	103%			
Building Construction	06	\$ 993,431.57	\$ 993,431.57	\$ 863,462.61	\$ 866,854.25	\$ (736,885.29)	174%			
Debt Service Fund	07	\$ 27,393,530.00	\$ 27,393,530.00	\$ 27,392,333.10	\$ 2,000.00	\$ (803.10)	100%			
Trust Fund	08	\$ 263,733.00	\$ 263,733.00	\$ -	\$ -	\$ 263,733.00	0%			
Dental Insurance Fund	20	\$ 929,564.00	\$ 929,564.00	\$ 1,025,547.90	\$ -	\$ (95,983.90)	110%			
Student Activity	79	\$ 379,993.00	\$ 379,993.00	\$ 255,101.57	\$ 20,899.40	\$ 103,992.03	73%			
<b>EXPENSES</b>	<b>TOTALS</b>	<b>\$ 179,410,183.00</b>	<b>\$ 180,787,056.86</b>	<b>\$ 146,486,721.11</b>	<b>\$ 4,892,869.92</b>	<b>\$ 29,407,465.83</b>	<b>84%</b>			

Extra Curricular Fund 01 Prog 298  
Revenue \$ 344,754.15  
Expense \$ 450,811.39

**Fundraisers Reported  
March 2025**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Denfeld HS	Drama	\$750.00	Selling \$25 gift cards for \$25
Denfeld HS	Softball	\$17,000.00	Coupon Books
Denfeld HS	Baseball	\$17,000.00	Coupon Books
Lincoln Park MS	6 <sup>th</sup> Grade Class	\$250.00	Pizza Ranch Night - percentage of sales


**PAN-O-GOLD** Baking Co.  
**ST. CLOUD OFFICE**

3/13/2025

To: Stacy Bergstedt  
Duluth Schools

From: Jason Revenig

Subject: 20025-26 Bread Bid

Signature: 

Hi Stacy,

Pan O Gold would like to extend our contract with you for the 2025-26 school year. The following will be our pricing for the 2025-26 school year.

	<u>Current</u>	<u>2025-26 school year</u>
1 ½ # Whole Grain Bread	2.30	2.65
Whole Grain 4" Hamb. Buns 60ct	9.75	11.25
Whole Grain 3.5" Hamb Bun 60ct	9.75	11.25
Whole Grain Hoagie Buns 24ct	5.25	5.40
Whole Grain Weiner Buns 12ct	2.65	2.70
Whole Grain Dinner Roll 12ct	2.45	2.60

Thank you

Jason Revenig  
Pan O Gold Baking Co.  
1-800-444-7005  
jrevenig@panogold.com

• FAMILY-OWNED AND OPERATED •  
**UPPER LAKES FOODS**  
EST 1967

March 12, 2025

Cathy Holman  
Purchasing Coordinator  
Duluth Public Schools, ISD 709  
709 Portia Johnson Drive  
Duluth, MN 55811

Dear Cathy,:

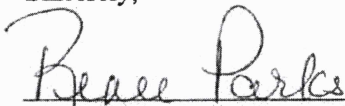
Upper Lakes Foods is pleased to renew with Duluth Public Schools, ISD 709 for the upcoming 2025-2026 school year. The mark-up is based on our school/distributor partnership, current market costs, and changes in the economy since the conception of our agreement currently in place.

10.50% Mark-up Per Case - Grocery

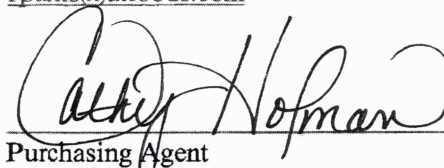
Upper Lakes Foods, Inc. shall not be charged with liquidated damages when delay in delivery is due to unforeseeable cause beyond the control of Upper Lakes Foods, Inc., including but not restricted to Acts of God, acts of the public enemy, epidemics, quarantine restrictions, strikes, and freight embargoes.

\*Please sign below and return via email or mail.

Sincerely,

  
\_\_\_\_\_  
Renee Parks, Upper Lakes Foods, Inc.  
800-879-1265 Ext 4208  
[rparks@ulfoods.com](mailto:rparks@ulfoods.com)

3/12/2025  
Date

  
\_\_\_\_\_  
Purchasing Agent

3-13-25  
Date

\*pending board approval - April 22, 2025  
eth

• FAMILY-OWNED AND OPERATED •  
**UPPER LAKES FOODS**  
EST 1967

TO: School Food Authority –Duluth Public Schools, ISD 709  
FROM: Denise Sorensen  
DATE: March 12, 2025  
SUBJECT: USDA Donated Foods (Commodities)

Upper Lakes Foods will deliver and charge the following.

Commodity fee per district dry or frozen \$4.25 per case  
Plus, handling and storage pass through fee charged by Wisconsin/Soldier Trucking and Storage per case.

Diverted/processed commodities:

Commodity fee per district dry or frozen \$4.25 per case  
Diverted/processed commodities shall be removed from ULF warehouse within 10 days after such time; a monthly fee may be discussed if storage is necessary.

- Delivery Schedule to be determined per individual School Food Authorities.
- ULF will not provide storage for USDA Donated Foods for extended periods of time.
- ULF reserves the right to review the contract addendum January 1, 2026.
- In the event there are mandated changes in the Distribution of USDA Foods, Upper Lakes Foods reserves the right to adjust the commodity fee.

DISTRIBUTOR: UPPER LAKES FOODS, INC.  
CONTACT PERSON: DENISE SORENSEN  
ADDRESS: 801 INDUSTRY AVENUE  
CITY/STATE/ZIP: CLOQUET, MN 55720  
TELEPHONE: (218) 879-1265 Ext. 4379  
EMAIL: denisesorensen@ulfoods.com

SCHOOL FOOD AUTHORITY:

CONTACT PERSON:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE:

EMAIL:

SFA REPRESENTATIVE SIGNATURE:

DISTRIBUTOR REPRESENTATIVE SIGNATURE:

Duluth Public Schools - ISD 709  
Sheila Oak, Stacy Bengstedt  
709 Partin Johnson Drive  
Duluth, MN  
218-336-8707  
Sheila.oak@isd709.org  
Sheila A Oak, DTR  
Karen Peris

801 INDUSTRY AVENUE  
CLOQUET, MINNESOTA 55720

T. 800.879.1265  
F. 218.879.1940

INFO@ULFOODS.COM  
WWW.UPPERLAKESFOODS.COM 29

LEASE  
between  
NORTHWOOD CHILDREN'S SERVICES  
DULUTH, MINNESOTA  
and  
INDEPENDENT SCHOOL DISTRICT NO. 709

THIS INDENTURE OF LEASE, effective the 1<sup>st</sup> day of July, 2025 by and between, and Northwood Children's Services, a Minnesota Corporation, party of the First Part, hereinafter called the Lessor and Independent School District #709, a public corporation, party of the Second Part, hereinafter called Lessee.

WITNESSETH:

In consideration of the covenants, conditions and promises hereby mutually undertaken to be kept and performed by the parties, Lessor hereby demises and leases, and Lessee hereby hires and takes the following described premises situated in the City of Duluth, County of St. Louis and State of Minnesota, to wit:

A school building located at 4000 West 9<sup>th</sup> Street, designated as Merritt Creek Academy having a floor space of 24,995 heretofore referred to as the demised premises.

TO HAVE AND TO HOLD THE SAME, unto the said Lessee, for a period of three (3) years from the 1<sup>st</sup> day of July, 2025, until the 1<sup>st</sup> day of July, 2028, with the following terms and conditions and covenants, to-wit:

1. Rent. The Lessee agrees to pay to the Lessor in lawful money of the United States, during the lease term and extensions thereof, a net annual rent (hereinafter called net rent) as follows:

For the years of the lease, commencing July 1, 2025, and ending June 30, 2028, the sum total of One Hundred and Twenty Three Thousand Two Hundred and Fifty Five Dollars and Ninet Six Cents(\$123,255.96). This shall be paid in monthly installments of \$10,271.33 due on the first day of each month.

2. Use of Premises. The Lessee will use and occupy said premises for the purposes of Special Education and Regular Education School Programs for students receiving services through Northwood Children's Services and other services and programs incidental thereto. And for no other use or purpose without the written consent of Lessor. Lessee shall not use the premises for any purpose in violation of any federal, state, or municipal statute or ordinance, or of any regulation, order, or directive of a governmental agency, as such statutes, ordinances, regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the demised premises.

[Type here]

3. Assignments and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Use of the premises by ISD 709 in accordance with the terms of its charter from Northwood Children's Services shall not be a violation of this clause. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

4. Improvements. It is hereby agreed that the Lessee may install computers and telephonic, and other equipment related cabling in the demised premises, and may make other alterations to the premises, provided Lessee provides Lessor with a written description and or design of such installation, which must be approved in writing by Lessor, which approval will not be unreasonably withheld. No other alteration, addition, or improvement to the leased property shall be made by the Lessee without the written consent of the Lessor. Any alteration, addition, or improvement made by the Lessee after such consent shall have been given, shall be made at the sole expense of the Lessee, and the Lessee shall and will in each instance save said Lessor and said premises forever harmless and free from all costs, damages, loss and liability of every kind and character which may be claimed, asserted or charged, including liability to adjacent owners based upon the acts of negligence of said Lessee or its agents, contractors or employees, or upon the negligence of any other person or persons in or about said premises or upon the failure of any or either of them to observe and comply with the requirement of the law or with the regulations of the authorities in the said City of Duluth and will preserve and hold the Lessor and said premises forever free and clear from liens for labor and material furnished.

All such alterations, additions and improvements made by the Lessee and any fixtures installed as part thereof, (except as otherwise provided) shall at the Lessor's option become the property of the Lessor upon the expiration or other sooner termination of this lease; provided, however, that the Lessor shall have the right to require the Lessee to remove such fixtures at the Lessee's cost upon such termination of this lease. The Lessee may remove all furniture and other school office and/or communication and data processing equipment and apparatus (owned by the Lessee) whether attached or not, but after removal of same agrees to repair all damage caused by such removal and to deliver said demised premises to the Lessor in as good order and condition as the same were in on the date the lease term commenced or were thereafter put in by the Lessor, reasonable wear and tear excepted provided, however, Lessee may not remove the electrical, voice, and data cabling that services such equipment.

5. Right to Enter. The Lessor shall have reasonable right to entry to demised premises at any time for the purposes of examining or exhibiting the same or to make any needful repairs or alterations, but the making of any repairs, or exhibiting of the premises shall not unnecessarily interfere with the Lessee's use of the premises nor the conducting of the Lessee's business therein. The Lessor shall make repairs as provided herein on the same timetable and basis consistent with repairs it makes in other Northwood school facilities, and the Lessor shall not be liable to the Lessee, or any other person or persons, if said repairs are completed on this basis.

6. Liability of Lessor and Lessee. The Lessee shall defend and indemnify Lessor and save, protect and hold Lessor harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorneys fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessee's use of the demised premises and/or the acts of its employees or others under its supervision. Lessor shall defend and indemnify Lessee and save, protect and hold Lessee harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorneys fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessor's maintenance or use of the demised premises and/or the acts of its employees or others under its supervision.

7. Condition of Premises. Responsibility to keep the demised premises in good repair and in good sanitary conditions during said term shall be apportioned as set forth in the attached schedule. Neither party will in any manner deface or injure said demised premises, or any part thereof, or do or permit anything to be done upon said premises or in the passageways, areas, sidewalks or streets adjacent thereto, that will amount to or create a nuisance. Lessee will not use said premises or permit the same or any part thereof to be used for any purpose contrary to the laws, ordinances or regulations of the United States of America or the State of Minnesota, or the City of Duluth or County of St. Louis, or of any rules or regulations of any boards or offices of said city or county. Lessee further agrees to return said premises peaceably and promptly to the Lessor at the end of the term of this lease, or at any previous termination thereof, in as good condition as the same are now in or may hereafter be put in, when not due to failure, on part of the Lessor, to perform maintenance and operations as required by other sections of this lease, and ordinary wear excepted.

8. Utilities. All utilities shall be paid as noted on the attached Schedule.

9. Unsafe Conditions, Condemnations and Eminent Domain. The Lessor hereby agrees that if any governmental authority has condemned or does condemn the demised premises or any part thereof as being unsafe or as not in conformity with any applicable law or regulation, and such a condition is the responsibility of Lessor and not caused by Lessee, the Lessor, at its own cost and expense, will immediately make such changes, alterations or repairs as may be necessary to comply with such law or regulation and if, during the course of such changes, alterations or repairs, Lessee is deprived of the use of any or all of said premises, the rent shall be abated during the period of deprivation in proportion to the part of the premises made untenable. The Lessee further agrees that if the demised premises, or any part thereof, or any part of the improvements of which they form a part, shall be taken for any street or other public

Section 9. Unsafe Conditions, Condemnations and Eminent Domain – continued.

use, or shall during the continuance of this lease be destroyed by the action of the public authorities, then this lease and the term demised shall thereupon terminate.

10. Fire and Casualty. It is agreed between the Lessor and the Lessee that if during the term of this lease the demised premises or the improvements thereon shall be injured or destroyed by fire or the elements, or through any other cause, so as to render the demised premises unfit for occupancy, or make it impossible to conduct the business of the Lessee thereon, or to such an

extent that they cannot be repaired with reasonable diligence within thirty (30) days from the happening of such injury, then the Lessor or the Lessee may terminate this lease and the term herein demised from the date of such damage or destruction, and the Lessee shall immediately surrender the demised premises and all interest therein to the Lessor, and the Lessee shall pay rent only to the time of such surrender; and in case of any such destruction or injury the Lessor may re-enter and repossess the demised premises discharged of this lease, and may dispossess all parties then in possession thereof. But if the demised premises can be restored within sixty (60) days from the happening of the injury thereto, and the Lessor within fifteen (15) days from the occurrence of such injury elects in writing to so repair or restore said premises within sixty (60) days from the happenings of the injury thereto, then this lease shall not end or terminate on account of such injury by fire or otherwise, but the rent shall not run or accrue after the injury and during the process of repairs, and up to the time when the repairs shall be completed, except only that the Lessee shall during such time pay a pro rata portion of such rent apportioned to the portion of the demised premises which are in condition for occupancy or which may be actually occupied during such repairing period. In any event, the Lessee may, in the alternative, require that the Lessor, during the period of said repairs, provided other facilities which the Lessor owns and which are reasonably available or extend the period of the lease to complete the school year to enable the Lessee to conduct its school program. If, however, the demised premises shall be so slightly injured by any cause aforesaid, as not to be rendered unfit for occupancy, then the Lessor shall repair the same with reasonable promptness, and in that case the rent shall not cease or be abated during such repairing period. All improvements or betterment's placed by the Lessee on the demised premises shall, however, in any event, be repaired and replaced by the Lessee at his own expense and not at the expense of the Lessor.

11. Cancellation. This lease may be canceled and terminated as follow:

- a. Upon 60 days written notice by Lessee to Lessor and subsequent payment by Lessee to the Lessor of any amounts owed up to the effective date of the cancellation.
- b. In accordance with other provisions herein.

12. Insurance. Lessor agrees to provide and secure at Lessor's expense such insurance as in the Lessor's judgment may be proper and necessary to protect against any loss, damage or destruction to the building or any other insurable portion of the demised premises. The Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to the acts of its employees or others under its supervision. Lessee shall maintain sufficient commercial general liability insurance, in the amount of or greater than One Million Dollars (\$1,000,000) to protect both Lessor, as named additional insured, and the Lessee from all claims for property damage, and or personal injury, including death, whether the claims are under a workmen's compensation act or otherwise, which may arise from the Lessees operations, practices or by visits from the public under this lease. Lessee shall also maintain personal property insurance sufficient to cover any damage or injury to Lessee's equipment or other personal property on the premises owned by the Lessee, and covered by the terms of this lease. Lessee shall file certificates of this insurance with Lessor, if Lessor so requires, on 30 days' written notice to Lessee. The Lessor

and the Lessee hereby mutually waive as against each other any claim, action or cause of action for any loss, cost, damage or expense which may arise during the term hereof as a result of occurrence of perils covered by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements.

13. Default. If default shall be made by Lessee or Lessee's successors or assigns in the payment of the rent herein reserved, and that default shall continue for sixty (60) days after notice thereof in writing to Lessee or Lessee's successors or assigns; or if a breach other than in the payment of rent shall be made in the terms and conditions herein to be performed by Lessee or Lessee's successors and assigns, and the breach shall continue for 60 days after notice thereof in writing to Lessee: then and in either event the right of Lessee to the possession of the demised premises shall terminate upon the expiration of an additional 30 days at option of Lessor, and the mere retention or possession thereafter by Lessee shall constitute a forcible detainer, and if Lessor so elects, but not otherwise, this lease shall thereupon terminate.

Upon termination pursuant to this Section, the Lessor may lease or re-let the premises in whole or in part, or the buildings and improvements thereon, to any tenant or tenants that may be satisfactory to Lessor for any duration and for the best rent, terms, and conditions as Lessor may obtain. The acceptance of any tenant or the making of any lease by Lessor shall be conclusive of the exercise of proper discretion by Lessor. In the event of a re-entry, Lessor shall credit the rent actually collected by the Lessor from such re-letting on the rentals stipulated to be paid under this lease by the Lessee from time to time, and may collect from the Lessee any balance remaining due from time to time on the rent reserved under this lease, charging to the Lessee such reasonable expenses as the Lessor may expend in putting the premises in tenantable condition.

Lessor shall not be under any obligation to repossess the demised premises during any period wherein Lessee is in default, and the foregoing provisions regarding the repossession and management of the building and improvements and the disposition of rents thereof by Lessor are made to operate only in the event Lessor shall elect to repossess the premises.

14. Waiver of Consent. The failure of the Lessor or Lessee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor or Lessee may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

15. Ownership and Possession. Lessor covenants that it is lawfully seized of the demised premises and has full right and power to enter into this lease for the full term and upon all the conditions herein contained, and will deliver full and complete possession of the demised premises upon the commencement date of the lease, and that Lessee, on paying the said rent and performing the covenants agreed to be performed, shall and may peaceably and quietly have, hold and enjoy the demised premises for the said term and for the use and purpose leased hereunder. Lessor covenants that the Lessee at all times shall have unobstructed and adequate means of ingress and egress between each of the entrances to the demised premises and a public street or public highway.

16. Notices. Whenever notice, demand or communication shall be required to be given to the Lessor, it shall be deemed sufficient for that purposes to deliver by means of overnight delivery by established company, or mail such notice by certified mail, return receipt requested, to Lessor addressed to: Independent School District #709, 709 Portia Johnson Dr, Duluth, Minnesota 55811 or as Lessee may from time to time designate in writing, and notice given as aforesaid shall be sufficient service thereof.

Whenever notice, demand or communication is to be given to or made on the Lessee, it shall be deemed sufficient for the purpose to mail by certified mail, return receipt requested, such notice to the Lessee addressed to: Northwood Children's Services, 714 West College Street, Duluth, Minnesota 55811, or as Lessor may from time to time designate in writing and notice given as aforesaid shall be sufficient service thereof.

17. Other Matters. The schedule attached hereto is a part of the lease and shall supersede any inconsistent provisions set forth hereinabove.

IN WITNESS WHEREOF, the parties hereto have executed this lease and affixed their seals thereto, the day and year first above written.

\_\_\_\_\_  
NORTHWOOD CHILDREN'S SERVICES  
Lessee

\_\_\_\_\_  
INDENDEPENT SCHOOL DISTRICT No. 709  
Lessor

\_\_\_\_\_  
Krisit Shulte, Board Chair                      Date

\_\_\_\_\_, Board Chair                      Date

\_\_\_\_\_  
Larry Pajari,                      Date  
President & Chief Executive Officer

\_\_\_\_\_, Clerk of the Board                      Date

SCHEDULE

THIS SCHEDULE is attached to and is a part of that certain Lease Agreement of even date herewith by and between NORTHWOOD CHILDREN’S SERVICES, as Lessor, and INDEPENDENT SCHOOL DISTRICT NO. 709, as Lessee, and relating to school known as Merritt Creek Academy.

1. Merritt Creek Academy – Utilities and Other Services. The parties shall be responsible and pay for the following services as indicated.

	<u>Lessor</u>	<u>Lessee</u>
a. Heat	X	
b. Water	X	
c. Sewage	X	
d. Electricity	X	
e. Telephone		X
f. Lawn Care	X	
g. Garbage Removal	X	
h. Snow Removal	X	
i. Janitorial Service	X	
j. Security	X	
k. Other (as agreed once specified)	X	X
	and/o	
	r	
_____	_____	_____
_____	_____	_____

2. Merritt Creek Academy – Repair and Maintenance. The parties shall make repairs and maintain the premises as follows:

	<u>Lessor</u>	<u>Lessee</u>
a. Windows	X	
b. General Exterior	X	
c. Roof	X	
d. Structural	X	
e. Interior of Leased Premises	X	
f. Parking Lot and Driveway	X	
g. Sidewalks, drainage & lawns	X	
h. Interior Plumbing of Leased Premised	X	
i. Exterior Plumbing of Leased Premises	X	
j. Electrical of Leased Premises	X	
k. Heating and Mechanical	X	
l. Replacement of existing desks, chairs,		X
_____	_____	_____

3. Insurance. Parties shall secure and pay for insurance as follows:
- a. Lessor agrees to secure and keep in force from and after the date Lessor shall deliver possession of the demised premises to Lessee and throughout the lease term, at Lessor's own cost and expense (1) comprehensive general and commercial liability insurance on an occurrence basis with a minimum limit of liability in an amount of \$1,000,000, including water damages and legal liability. Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or other under its supervision. Lessee should also carry personal property insurance to cover equipment or other personal property owned by the Lessee.
  - b. Fire and extended coverage on the building structure on the leased premises shall be at its insurable value and secured and paid for by X Lessor \_\_\_ Lessee except that the Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or others under its supervision.
4. Relationship of Parties. Nothing contained in this lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.
5. Parking. Parking related to the Lessee needs shall be the sole responsibility of the Lessee. Any parking allowed on property shall be in accordance with applicable local ordinance and laws, and any damage to turf caused due to the Lessee allowing parking to occur on other than designated paved surfaces shall be repaired and the turf restored and cost paid by the Lessee.
6. Examination of Premises. The Lessee has made his own inspection of the premises and hereby agrees to accept the premises as they are, subject to the following notices.
7. Notices. The parties agree that any notices under this lease shall be addressed as follows:

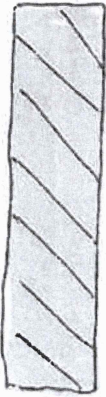
Lessor: President & CEO  
Northwood Children's Services  
714 W. College Street  
Duluth, Minnesota 55811

Lessee: Director of Business Services  
Independent School District No. 709  
709 Portia Johnson Dr  
Duluth, Minnesota 55811

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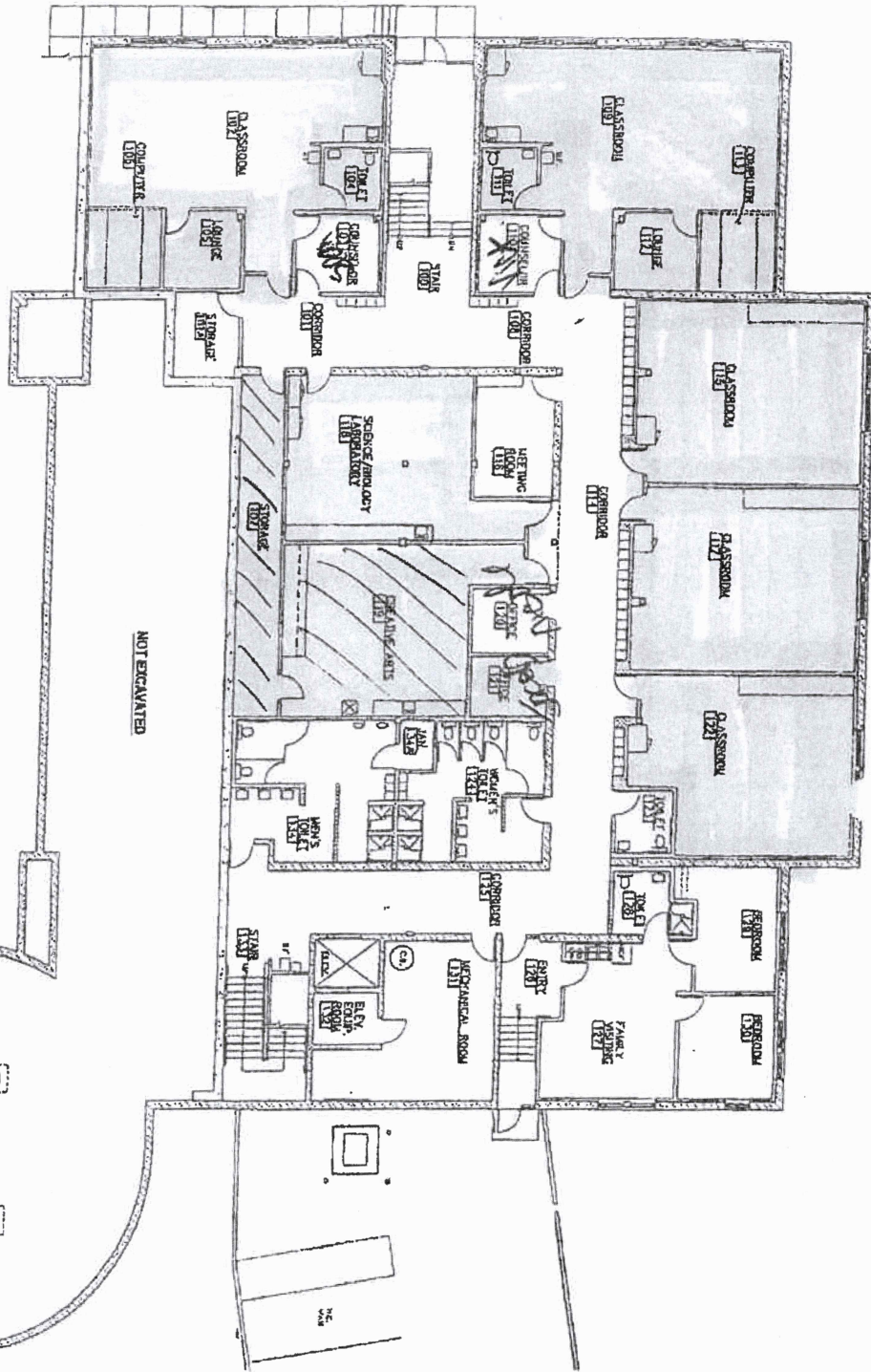
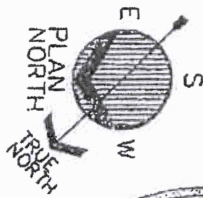


Shared  
Space:



*Mentor*

LOWER LEVEL FLOOR PLAN  
NO SCALE



John Ivey Thomas Associates Inc.  
AIA Architects  
413 East Superior Street  
Duluth, Minnesota 55802  
Phone: 722-8271 Fax: 722-9550  
E-Mail: jitassoc@cpinternet.com

Northwood School Children's  
Services - West Camous  
Duluth, Minnesota

Job No. 9825	Date:
Drawn By:	Drawer:
01:	



## LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into effective as of July 1, 2025 and between the INDEPENDENT SCHOOL DISTRICT #709, a public corporation under the laws of Minnesota ("Landlord") and NORTHWOOD CHILDREN'S SERVICES, a Minnesota non-profit corporation ("Tenant").

## RECITALS

A. Landlord is the owner of the land, building ("**Building**") and improvements located at 4849 Ivanhoe Street in Duluth, Minnesota and commonly known as "**Rockridge Academy**".

B. Tenant provides holistic and professional care, education, and treatment for children with severe emotional, behavioral, and learning disabilities. (the "**Programs**").

C. Landlord is the local school district and provides education to eligible students residing within its boundaries.

D. Landlord will provide educational services for youth participating in Tenant's programs at Rockridge Academy.

E. Tenant desires to lease space within the Building to provide related services to the youth participating in the Programs.

## AGREEMENT

Now therefore, it is agreed by and between the parties hereto as follows:

## DATA SHEET

(The provisions set forth in this Data Sheet are supplemented in the General Terms portion of this Lease.)

1. Leased Premises. The Premises is located within the Building and includes the following spaces:

1. Room 115
2. Room 115A
3. Room 116A
4. Room 116C

5. Room 116D
6. Room 116F
7. Room 118
8. Room 119
9. Room 123
10. Room 123A
11. Room 123B
12. Room 123C
13. Room 123D
14. Room 123E
15. Room 123F
16. Room 123G
17. Room 123H
18. Room 124
19. Room 125
20. Room 128

(the "**Leased Premises**"). The Leased Premises includes approximately 3,345 square feet of space. The Leased Premises is depicted on **Exhibit A** attached hereto. In addition to the Leased Premises, Tenant may also use the common areas depicted on Exhibit A including, without limitation, the men's and women's bathrooms, the common corridors, the vestibules, the recycling room (Room 101), the gymnasium (Room 105), the faculty room (Room 114A), the meeting room (Room 113), the technical closet (Room 125A), the work room (Room 117A), and the parking areas, driveways, walkways and grounds (collectively, the "**Common Areas**") in conjunction with Tenant's use of the Leased Premises. Tenant must confirm with Landlord that these areas are not occupied before requesting use.

2. **Improvements By Landlord.** Landlord is not required to make any improvements to the Leased Premises.

3. **Term.** The Term of this Lease shall be one (1) year commencing on July 1, 2025 and ending on June 30, 2026.

4. **Rental Rate.** Annual rent is \$26,224.80 and is due in monthly installments on the first day of each month in the amount of \$2,185.40 each; the foregoing rental rate is inclusive of all utilities - heating, electrical service, water and garbage - and was calculated upon a rate of \$7.84 per square foot and an agreed upon square footage of 3,345 square feet.

LANDLORD:

**INDEPENDENT SCHOOL DISTRICT #709,**  
a public corporation under the laws of Minnesota

By: *Simone Zurich*

Print: *Simone Zurich*

Title: *Exec. Dir. Finance, Business Services*

TENANT:

**NORTHWOODCHILDREN'S SERVICES,**  
a Minnesota non-profit corporation

By: *Larry M. Pajari*

Print: *Larry M. Pajari*

Title: *CEO*

By: *[Signature]*

Print: *Kristi Schulte*

Title: *Board President*

Annual rent is subject to adjustment (positive or negative) if the parties later determine that the number of square feet included in the Premises is more or less than 3,345.

Annual rent shall be increased (but never decreased) by multiplying the annual rent as of each anniversary dates of this Lease by the CPI-U percentage of which is the most recently published Consumer Price Index. As used in this Section, "Consumer Price Index" means the Consumer Price Index Minneapolis-St. Paul, for all urban consumers, all items (CPI-U) or, if that index is discontinued, a comparable index prepared by a governmental agency or a responsible periodical of recognized authority as reasonably selected by Landlord.

5. **Permitted Use.** The Leased Premises shall be used only to provide services to youth and families relating to the Programs (the "Permitted Use"). The Permitted Use does not include the use of the Leased Premises as a residence.

6. **Landlord Address.** ISD #709  
709 Portia Johnson Drive  
Duluth, MN 55811

7. **Tenant Address.** Northwood Children's Services  
714 W College St  
Duluth, MN 55811

8. **Hours of Operation.** Monday through Friday from 7:00 a.m. to 4:30 p.m.; provided, however, that the Building will not be open on holidays on which the Landlord's administrative offices are closed or on days or during hours when the Landlord has announced the closure of its schools or a delay in the opening of its schools. Use of the Leased Premises during other hours must be arranged by Tenant with Landlord in advance and will be subject to Landlord's established or typical building use fees.

9. **General Terms.** This Lease includes the General Terms which follow.

**Lease Agreement**

## GENERAL TERMS

### 1.0 LEASED PREMISES & TERMS:

1.1 **LEASED PREMISES DEFINED:** In consideration of the obligation of Tenant to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, the Leased Premises as that term is defined in the Data Sheet, together with the right to use in common with Landlord and other tenants in the Building, and its and their employees, agents, representatives and invitees, the Common Areas, to the extent necessary to accomplish Tenant's use of the Leased Premises. The use of all Common Areas is subject to reasonable control by Landlord.

1.2 **ACCEPTANCE OF LEASED PREMISES:** Tenant acknowledges that it has inspected the Leased Premises and accepts them in their present condition as suitable for the purpose for which they are leased, and further acknowledges that no representations as to the repair of the Leased Premises nor promises to alter, remodel or improve the Leased Premises have been made by Landlord.

2.0 **RENT:** Rent shall be in the amount set forth in the Data Sheet. Monthly installments of rent to be paid in advance on the first day of each and every month to the order of Landlord and at the office set forth in the Data Sheet or at such other place as may from time to time be designated by the Landlord in writing. A prorated monthly installment shall be paid at the current rate for any fraction of a month if the term shall begin on any day except for the first day or shall be terminated on any day except the last day of any month.

3.0 **USE:** The Leased Premises shall be used only for the purpose set forth in the Data Sheet. In addition, no part of the Leased Premises shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed extra hazardous by insurance companies or which may make void or voidable any insurance on the Building or which may increase the premiums therefor, or which will interfere with the general safety, comfort and convenience of the Landlord and other Tenants of the Building. Except for the lunch and snack programs associated with the Permitted Use, there shall be no sale of food or beverages by any means without the prior written consent of Landlord. Tenant shall not permit intoxicating liquors to be kept or sold in the Leased Premises without the prior written consent of Landlord and then only in compliance with any rules and regulations which may from time to time be adopted by Landlord and any additional conditions Landlord may deem appropriate. Tenant shall not cause or permit any unusual, noxious or otherwise disturbing noise, vibrations, odors or nuisance in or about the Leased Premises. No smoking is allowed within the Building or in any of the Common Areas. Tenant shall obtain and maintain all licenses required for its use of the Leased Premises and it shall comply with all laws regarding its use of the Leased Premises. All use of the Playground must be properly supervised.

**3.1 CONTINUOUS OPERATION OF BUSINESS:** Tenant shall occupy the Leased Premises and continuously conduct and operate the Permitted Use. Tenant shall install and maintain at all times in the Leased Premises such fixtures, furnishings, fittings and equipment and provide and maintain adequate stocks of supplies and make reasonable efforts to employ or otherwise staff the Leased Premises in a manner adequate to appropriately carry out the Permitted Use at all times.

**4. REPAIRS BY LANDLORD:** Landlord shall, at its expense, maintain the Building (except for the Leased Premises), the Common Areas and the heating, plumbing, elevator and electrical systems located within the Building, in good repair, reasonable wear and tear excepted. Tenant shall repair and pay for any damage caused by the act or negligence of Tenant or Tenant's employees, agents, representatives or invitees, or caused by Tenant's default hereunder. Tenant shall give Landlord prompt written notice of any defect or need for repairs that are Landlord's responsibility after which Landlord shall have reasonable opportunity to repair same or cure such defect. Landlord shall also provide routine maintenance, including snow and ice removal, general lighting and janitorial service, for the Leased Premises and Common Areas of the Building. Without limitation to the generality of the foregoing, janitorial service shall include emptying wastebaskets daily and premises vacuuming on a weekly basis.

**5. REPAIRS BY TENANT:** Except as provided in Section 4, Tenant shall at its own cost and expense maintain the Leased Premises in good repair, reasonable wear and tear excepted, and shall permit no waste; provided, however, Landlord shall repair and pay for any damage caused by the act or negligence of Landlord or Landlord's employees, agents, representatives or invitees, or caused by Landlord's default hereunder. Tenant shall be responsible for the replacement of any glass broken by Tenant. Tenant will keep the whole of the Leased Premises in a clean, sanitary and safe condition, and will at the expiration of the term of this Lease or other termination of the term of this Lease, surrender the same to Landlord, broom clean, and in the same order and condition as they were in at the commencement of the term of this Lease, reasonable wear and tear excepted. Tenant shall be responsible for the maintenance and repair of any Tenant improvements or alterations.

**6. ALTERATIONS BY LANDLORD:** Tenant shall permit Landlord to make such alterations, renovations, improvements, restorations and/or repairs as, in the judgment of Landlord, may be deemed necessary or desirable for the Leased Premises, for any other space in the Building, or for the Building itself (including access to distribution systems above the ceiling of the Leased Premises). Landlord shall use reasonable efforts to not unreasonably interfere with the conduct of Tenants' business. Landlord shall provide Tenant reasonable advance written notice of any alterations, renovations, improvements, restorations, and/or repairs to the Leased Premises.

**7. ALTERATIONS BY TENANT:** Tenant shall not make any alterations of, additions to, or improvements to the Leased Premises without the prior written consent of Landlord. Tenant will not permit any mechanics', laborers' or materialmen's liens to stand against the Leased Premises or the Building for any labor or material furnished to or for the account of Tenant, or claimed to have been so furnished in connection with any work performed

or claimed to have been performed in, on or about the Leased Premises. All requests for the making of alterations of, or additions to, the Leased Premises will, among other things, be submitted to the Landlord. All alterations and additions must be made pursuant to written contracts and copies of the contracts and the waivers required herein must also be submitted for Landlord's written consent. On January 1st of each year, a list of all alterations, additions or improvements made by Tenant in the previous year and their costs must be provided to the Landlord. Alterations, additions or improvements made will, at Landlord's option, be considered to belong to the Landlord upon termination of this Lease.

At the termination of this Lease, Tenant shall, if Landlord so elects, remove all alterations and additions erected by Tenant and restore the Leased Premises to its original condition; otherwise such improvements shall be delivered to the Landlord with the Leased Premises. All movable office furnishings and trade fixtures installed by Tenant may be removed by Tenant at the termination of this Lease if Tenant so elects, and shall be removed if required by Landlord. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to damage the primary structure or structural qualities of the Leased Premises or the Building. Personal property remaining in the Leased Premises at the expiration or termination of the term of this Lease shall be deemed abandoned, and Landlord may dispose of the same as Landlord deems expedient.

Notwithstanding anything to the contrary contained in this Lease, Landlord shall in all events have the right to prescribe the weight and position of any heavy equipment placed in or on the Leased Premises by Tenant. Any and all damage or injury to the Leased Premises or the Building caused by moving the property of Tenant in or out of the Leased Premises, or due to the same being in or on the Leased Premises, shall be repaired by Tenant at its sole cost and expense. No equipment, fixtures, furniture or other bulky matter will be received into or carried in the Building, except in or at such places and in such manner as are approved by Landlord, and all moving of Tenant's property (materials owned by Tenant) in or out of the Leased Premises shall be done only under the direct control and supervision of Landlord; provided, however, that Landlord shall not be responsible for any damage to, or charges for moving such property.

8. **SIGNS:** The Tenant shall not display, inscribe, print, maintain, or affix on any place in or about the Building or the Common Areas any sign, notice, legend, direction, figure or advertisement, that has not been approved by Landlord.

9. **ACCESS BY LANDLORD:** Landlord, its agents and representatives shall be entitled to keep pass keys to the Leased Premises and shall have the right to enter and inspect the Leased Premises at any time when the Premises are not being currently used by Tenant, or upon reasonable advance notice at times when the Premises are being used by Tenant, for the purpose of ascertaining the condition thereof, or in order to make such repairs as may be required to be made by Landlord under the terms of this Lease, or as Landlord may deem necessary, or to make any other use of the Leased Premises (it again being understood that Tenant's use is not exclusive and is limited to certain periods of time during certain days of the week). The right of entry reserved shall not be deemed to impose any greater obligation on Landlord to clean, maintain, repair or change the Leased Premises than is specifically provided in this Lease. The

Landlord, its agents and representatives may at any time in case of emergency enter the Leased Premises and do such acts as Landlord may deem proper in order to protect the Leased Premises, the Building, or any occupants of the Building. In situations not deemed to be emergencies by the Landlord, the Landlord shall make a good faith effort to provide Tenant with 24 hours' notice before entering the office space, and such notice shall be deemed reasonable. Landlord, its agents, and representatives shall also have the right to enter the Leased Premises to provide janitorial services and routine maintenance without providing notice. The parties acknowledge that the Leased Premises will contain client medical records, treatment plans demographic data, and other information that is protected health information (PHI) under federal law. Landlord will notify the Tenant immediately if an inspection or entry of the Leased Premises results in a release of PHI to any person not specifically authorized by the Tenant to receive it.

#### **10. UTILITIES:**

A. **HEAT:** Landlord shall furnish heat for normal purposes only, to provide, in Landlord's judgment, comfortable occupancy during the business hours listed in the Data Sheet, holidays excepted, at Landlord's expense. Tenant agrees not to use any apparatus or device, in or upon or about the Leased Premises, which in any way may increase the amount of such services usually furnished or supplied to the Leased Premises, and Tenant further agrees not to connect any apparatus or device with the conduits or pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services, without Landlord's written consent. If Tenant uses excessive services or requests the use of services at times other than the operating hours listed above, Landlord reserves the right to charge for such services. The charge shall be payable as additional rent payable with the next monthly installment. Should Tenant fail to make payment upon demand by Landlord, such failure shall constitute a breach of the obligation to pay rent under this Lease and shall entitle Landlord to the rights hereinafter granted for such breach. Nothing contained herein shall be construed to require Landlord to furnish air conditioning to the Leased Premises or any portion of the Building not currently served by air conditioning.

B. **ELECTRICAL SERVICE:** Landlord shall maintain electrical facilities to provide sufficient power for lighting, computers and other machines of similar low electrical consumption, at Landlord's expense. It is understood that Landlord does not warrant that any of the services referred to above will be free from interruption from causes beyond the reasonable control of Landlord. Such interruption of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises or any part thereof or render Landlord liable to Tenant for damages by abatement of rent or otherwise or relieve Tenant from performance of Tenant's obligations under this Lease.

C. **KEYS:** Landlord shall furnish Tenant with two (2) keys for each corridor door entering the Leased Premises, and additional keys ordered by Tenant at a charge by Landlord. All such keys shall remain the property of Landlord. No additional locks or lock changes shall be allowed on any door of the Leased Premises without Landlord's written permission, and Tenant shall not make, or permit to be made, any duplicate keys, except those furnished by Landlord. Upon termination of this Lease, Tenant shall surrender to Landlord all

keys to the Leased Premises, and give to Landlord the combination of all locks for safes, safe cabinets and vault doors, if any, in the Leased Premises.

D. **GARBAGE:** Landlord shall contract for and provide standard garbage service at Landlord's expense. Any garbage service beyond standard service required by Tenant shall be paid by Tenant as an additional rental.

E. **WATER:** Landlord shall provide water to the Leased Premises at Landlord's expense.

F. **WASTE:** Tenant shall not waste electricity, water, heat, or any other utility, and shall cooperate fully with Landlord to insure the most effective operation of the Building's heating, which shall include keeping all windows closed when heat is on and shall refrain from attempting to adjust any controls other than room thermostats, if any, installed for Tenant's use.

G. **TEMPORARY INTERRUPTION OF SERVICES:** Except to the extent of Landlord's negligence or intentional misconduct that contributes to any of the following, Landlord shall not be liable to Tenant, its agents, employees, representatives, customers or invitees for any inconvenience, loss or damage or for any injury to any person or property caused by or resulting from any casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Landlord's reasonable control, or from any temporary failure or lack of services and Tenant shall indemnify Landlord and hold Landlord harmless from any claim or damage because of such inconvenience, loss, damage or injury. No temporary variation, interruption or failure of such services incident to the making of repairs, alterations or improvements or due to casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Landlord's reasonable control shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations hereunder. For purposes of this section 10.G, "temporary" shall mean a time period not to exceed seven (7) consecutive days.

11. **LOCK UP:** At the end of each day, Landlord's maintenance team is responsible for locking up the Leased Premises.

12. **ASSIGNMENT AND SUBLETTING:** Tenant shall not have the right to assign this Lease, or to sublet the whole or any part of the Leased Premises without the prior written consent of Landlord. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Landlord shall have the right to assign any of its rights under this Lease, and upon any such assignment, and provided that the assignee assumes all of Landlord's obligations hereunder, Landlord shall be relieved of any and all such obligations. Landlord shall give Tenant written notice of any assignment of its rights under this Lease.

13. **FIRE AND OTHER CASUALTY:** If the Building or any part thereof is damaged or destroyed by fire or other casualty, the Landlord shall have the right to terminate this

Lease, provided it gives written notice thereof to the Tenant within ninety (90) days after such damage or destruction. Such notice shall state Landlord's intention to terminate this Lease not less than thirty (30) days after Tenant's receipt of such notice. If a portion of the Leased Premises is damaged by fire or other casualty and this Lease is not thereby terminated, the Landlord shall, at its expense, restore the Leased Premises, exclusive of any improvements or other changes made to the Leased Premises by the Tenant, to as near the condition which existed immediately prior to such damage or destruction as reasonably possible, and rent shall abate during such period of time as the Leased Premises are untenable in the proportion that the untenable portion of the Leased Premises bears to the entire Leased Premises. The Landlord shall not be responsible to the Tenant for damage to, or destruction of, any furniture, equipment, improvements or other changes made by the Tenant in, on or about the Leased Premises regardless of the cause of the damage or destruction.

14. **SUBROGATION:** Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties covered by the insurance maintained hereunder, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agrees that it will request its insurance carriers to include in its policies such a clause or endorsement.

15. **INSURANCE:** Tenant shall, at its own cost and expense to carry public liability insurance protecting Landlord and Tenant in a combined single limit amount of not less than Two Million Dollars (\$2,000,000). All policies of insurance shall name both Landlord and Tenant as insured thereunder and shall protect the interests of Landlord. Certificates of said insurance, providing for not less than fifteen (15) days' notice to Landlord prior to cancellation thereof, shall be furnished to Landlord prior to Tenant taking possession of the Leased Premises and as required by Landlord. Notwithstanding any apparent limitation in this Section to the contrary, Tenant shall provide and maintain public liability insurance in form and amounts customarily carried by prudent operators of similar businesses, and as required, if at all, by any licensing authority regulating Tenant's use of the Leased Premises.

16. **INDEMNIFICATION:** During the term of the Agreement, Tenant will indemnify and save harmless Landlord against any and all claims, debts, demands or obligations which may be made against Landlord or against Landlord's title in the Land arising out of or in connection with any alleged act or omission of the Tenant or any person claiming under, by or through the Tenant; and, if it becomes necessary for Landlord to defend any action seeking to impose such liability, the Tenant will pay Landlord all costs of court and attorneys' fees incurred by the Tenant in effecting such defenses, in addition to any other sums which Landlord may be called upon to pay by reason of the entry of a judgement against Landlord in the litigation in which such claim is asserted.

During the term of the Agreement, Landlord will indemnify and save harmless Tenant against any and all claims, debts, demands or obligations which may be made against Tenant or against Tenant's title in the Land arising out of or in connection with any alleged act or omission of the Landlord or any person claiming under, by or through the Landlord; and, if it becomes necessary for Tenant to defend any action seeking to impose such liability, the Landlord will pay Tenant all costs of attorneys' fees incurred by the Landlord in effecting such defenses, in addition to any other sums which Tenant may be called upon to pay by reason of the entry of a judgement against Tenant in the litigation in which such claim is asserted.

**17. RESPONSIBILITY FOR CHILDREN:** With respect to damage to the Building or grounds requiring any maintenance, repair, or replacement, (i) all children receiving educational services shall be considered the invitees of the Landlord while they are within the Building or on the grounds (including the Common Areas) and not within the Leased Premises and (ii) all children receiving educational services shall be considered the invitees of the Tenant while they are within the Leased Premises (not including the Common Areas).

**18. HAZARDOUS SUBSTANCES:** As used herein, the term "Hazardous Substance" shall mean and include any element, compound, mixture, solution or substance regulated by a federal, state or local law, rule or regulation because of its toxicity, corrosiveness, reactivity, ignitability or carcinogenic or other ill health effect and shall include petroleum and natural gas and the derivatives and synthetics thereof. Tenant shall not cause or permit any Hazardous Substance to be brought upon, kept, or used in or about the Leased Premises by Tenant, its agents, employees, contractors, or invitees, except for such Hazardous Substance as is necessary and customary to conduct the Permitted Uses of the Leased Premises. Any Hazardous Substance permitted on the Leased Premises, as provided in the previous sentence, and all containers therefor, shall be used, kept, stored, and disposed of in a manner that complies with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance and Tenant shall not discharge, leak or emit any Hazardous Substance except in compliance with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance. Tenant hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Substance kept or allowed on the Leased Premises by the Tenant and Tenant shall give prompt notice to the Landlord of any violation or potential violation of the provisions of this Section. Tenant shall defend, indemnify and hold Landlord and its agents harmless from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, attorneys' fees and consultants' fees, court costs and litigation expenses) of whatever kind or nature arising out of the violation of any provision of this Section. This provision shall survive the termination of this Lease.

**19. HOLDING OVER:** Should Tenant, or any of its successors in interest, hold over the Leased Premises or any part thereof, after the expiration of the term of this Lease, such holding over shall constitute and be construed as a tenancy from month to month only. The inclusion of the preceding sentence shall not be construed as Landlord's permission for Tenant to hold over. The monthly rent during such month-to-month tenancy shall be at one and one half (1

½) times the amount of the monthly rental for the last month of the term of this Lease prior to expiration.

20. **QUIET ENJOYMENT:** Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Premises for the term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

21. **EVENTS OF DEFAULT:** The following events shall be deemed to be Events of Default by Tenant under this Lease after Tenant receives thirty (30) days written notice with right to cure:

a. Tenant shall fail to pay any installment of the rent hereby reserved or any other charge payable hereunder or the respective due date.

b. Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

c. Tenant shall file or have filed against it a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

d. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

e. Tenant shall desert or vacate any substantial portion of the Leased Premises.

f. Tenant shall fail to substantially comply with any term, provision or covenant of this Lease.

22. **DEFAULT:** Tenant hereby agrees that in case of an Event of Default, then, in any such event, in addition to all other rights and remedies available to Landlord by law or by other provisions hereof, at Landlord's option, Landlord may annul and cancel this Lease as to all future rights of Tenant. Tenant further agrees that in case of any such termination Tenant will indemnify the Landlord against all loss of rents and other damage which Landlord may incur by reason of such termination, including, but not limited to, costs of restoring and repairing the Leased Premises and putting the same in rentable condition, costs of renting the Leased Premises to another Tenant, loss or diminution of rents and other damage which Landlord may incur by reason of such termination and all reasonable attorney fees and expenses incurred in enforcing any of the terms of this Lease. Neither acceptance of rent by Landlord, with or without knowledge of breach, nor failure of Landlord to act on account of any breach hereof, or

to enforce its rights hereunder shall be deemed a waiver of any breach, and absent written notice or consent, said breach shall be a continuing one.

In the event Tenant fails to pay any installment of rent hereunder within ten (10) days of its due date then Tenant, if permitted by law, shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of such installment. The provision for such late charge shall be in addition to all Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

23. **REAL ESTATE TAXES:** If, because of this Lease, any real estate taxes (or taxes in lieu of real-estate taxes) or other ad valorem taxes are imposed upon Landlord or Tenant or all or any portion of the Leased Premises, the Building or the Common Areas, Tenant will pay such taxes attributable to Tenant's use of the Leased Premises.

24. **SUBORDINATION OF LEASE:** The rights of Tenant under this Lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against such leases and/or the Building, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that Tenant's rights under this Lease and possession of the Leased Premises shall not be disturbed so long as Tenant is not in default hereunder. This Section is self-operative and no familiar instrument of subordination shall be required. In confirmation of such subordination Tenant shall promptly execute such further instruments as may be requested by the Landlord. Tenant at the option of any mortgagees, or the Landlord under any such ground lease or underlying lease, agrees to atom to such mortgagee or Landlord in the event of a foreclosure sale or deed in lieu thereof or termination by the Landlord of any such lease. Failure of the Tenant to execute any of the above instruments within fifteen (15) business days of written request so to do by Landlord, shall constitute a breach of this Lease and the Landlord may, at its option, cancel this Lease and terminate the Tenant's interest therein.

25. **NOTICES:** Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Landlord to Tenant or by Tenant to Landlord shall be deemed to be complied with, when and if, the following steps are taken:

a. All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address herein below set forth or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith.

b. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, addressed to the parties hereto at the respective addresses set out in the Data Sheet, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

c. Any notice or document required or permitted to be delivered hereunder by Landlord to Tenant also shall be deemed to be delivered if and when delivered personally to Tenant at the Leased Premises.

26. **RULES AND REGULATIONS:** Tenant shall observe such rules and regulations which from time to time may be put in effect by Landlord for the general safety, comfort, and convenience of Landlord and the occupants of the Building.

27. **ESTOPPEL CERTIFICATE:** Tenant agrees, within ten (10) business days after request of Landlord, to deliver to Landlord, or Landlord's designee, including without limitation, the present or any future holder of any mortgage(s) and/or deed(s) of trust and/or ground lease(s) and/or underlying lease(s) on the Leased Premises, or any prospective purchaser of the Leased Premises, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent and other charges have been paid, the unexpired term of this Lease, whether or not Landlord is in default hereunder, and the nature of any such default, and such other matters pertaining to this Lease as may be reasonably requested by Landlord.

28. **MISCELLANEOUS:**

a. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

b. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors, permitted subtenants, and permitted assigns, except as otherwise herein expressly provided.

c. Failure of Landlord or Tenant to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein contained shall not be construed as a waiver, or a relinquishment for the future, of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rents with knowledge of a breach in any of the terms, covenants or conditions of the Lease to be kept or performed by Tenant shall not be deemed waiver of such breach, and Landlord shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Landlord. Payment by Tenant of rents with knowledge of a breach of this Lease by Landlord shall not be deemed waiver of such breach, and Tenant shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Tenant.

d. The captions of this Lease are for convenience and reference only, and in no way define, limit or describe its scope or content.

e. All preliminary and contemporaneous negotiations are merged and incorporated into this Lease. This Lease contains the entire understandings between Landlord

and Tenant and shall not be modified or amended in any manner except by an instrument in writing executed by Landlord and Tenant.

f. Time is of the essence.

29. **INVALIDITY OF PARTICULAR PROVISIONS:** If any Section or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby unless such illegality, invalidity, or unenforceability is, in the sole determination of Landlord, essential to the rights of both parties in which event Landlord has the right to terminate this Lease on written notice to Tenant.

28. **RIGHT TO RENEGOTIATE LEASE:** If (1) the day treatment or residential programs operated by Tenant in Duluth, Minnesota are discontinued or (2) expanded, then Tenant may provide notice to Landlord that Tenant wishes to renegotiate this Lease and Landlord and Tenant shall meet and endeavor to come to agreement on amendments to this Lease.

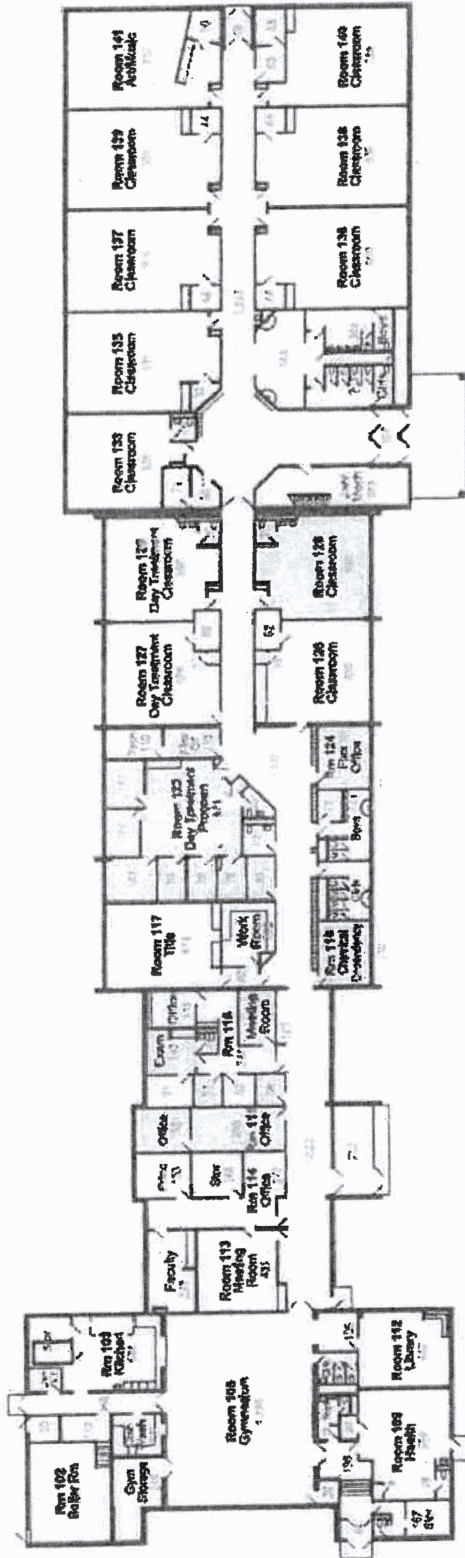
This Section 28 does not, however, require either Landlord or Tenant to agree to any amendment to this Lease. If Landlord and Tenant do not, within 120 days of Tenant's notice to Landlord, agree to make amendments to this Lease satisfactory to Tenant, then for the following 120 days, Tenant may terminate this Lease by providing written notice to Landlord.

**Schedule 2**

If none are listed, then "none".

# EXHIBIT A

Northwoods (3,345 Total Sq.Ft.)



# Rockridge Academy

## 2023-2024 Duluth Public Schools Head Start Self Assessment Report

### Purpose of Self Assessment

Head Start Performance Standard §1302.102(b)(2)(i) indicates that a program must effectively oversee progress towards program goals on an ongoing basis and annually must conduct a self-assessment that uses program data, and professional development and parent and family engagement data as appropriate, to evaluate the program's progress towards meeting program goals, compliance with program performance standards throughout the program year and the effectiveness of the professional development and family engagement systems in promoting school readiness.

Head Start Performance Standard §1302.102(c)(2)(iv) indicates that a program must use information from ongoing monitoring and the annual self-assessment, and program data on teaching practice, staffing and professional development, child-level assessments, family needs assessments, and comprehensive services, to identify program needs, and develop and implement plans for program improvement.

Questions that helped guide the process were:

- Is our program meeting the Head Start Performance Standards?
- Are our services responding to the changing needs of children and families?
- Are we doing what we need to do, or are we just doing things the way we have always done them?
- Are we achieving the goals we intended?

Duluth Head Start used a process for the self assessment that involved teams to determine success in the following areas:

1. High Quality Inclusive Classrooms: Navigating Trauma
2. Responding to the Unique Needs of our Community
3. Fostering Resilience with a Focus on Health and Wellness
4. Program Management and Quality Improvement
5. Family Engagement and Enrollment

### Program Strengths

Duluth Head Start is a school based program with a mission to create a strong learning community in order to achieve success in the classroom and beyond. Currently located in eight of the nine elementary schools in Duluth, MN, we are spread across this 27 mile long city along the shores of Lake Superior.

We have been in our public schools since 1965 and are staffed with teachers and paraprofessionals who are part of the school district bargaining units. Being compensated as public school employees means we have very low staff turnover, and many of our teaching staff have advanced degrees. Being within a public school also gives us the opportunity to work together with our school district to align initiatives and collaborate with schools directly in finding the best ways to support children and families.

Some of the challenges of this arrangement is that we don't always fit perfectly within the K-12 model. Elements of the union contract need to be viewed differently when looking at early childhood programs. Despite this challenge, our

program does exceptional work preparing children for kindergarten, and helping to make sure kindergarten is ready for young children.

## Methodology

The management team developed a self assessment plan with tasks and timelines. Self Assessment teams analyzed 5 areas:

1. High Quality Inclusive Classrooms
2. Responding to the Unique Needs of our Community
3. Fostering Resilience with a Focus on Health and Wellness
4. Program Management and Quality Improvement
5. Parent, Family, and Community Engagement; Enrollment; Transportation

Until receiving our Notice of Competition, we believed we had entered the final year of this grant, and approached Self Assessment differently. We wanted to celebrate our accomplishments, identify challenges, and articulate which practices to include in our service delivery moving forward.

Each team included coordinators, a parent, a teacher, and various partners with specialized knowledge of the content area. All staff and the entire Parent Policy Council were invited to attend any portion of the Self Assessment.

## Grant Goals and Key Insights

High Quality Inclusive Classrooms involved partnering with Early Childhood Special Education in a more collaborative relationship than previously done. We shared professional development, our staff newsletter, and goals.

The Pyramid Model was introduced to our program in 2017.

This implementation has been very successful and we find the approach vital to classroom success.

Collecting Behavior Incident Reports allows us to have greater insight into the challenges being faced in individual classrooms. Physical aggression, elopement, uncontrolled tantruming, self harm, and withdrawal are behaviors teachers are required to document. 42% of Behavior Incidents Reports in 2023-24 were for aggressive behavior.

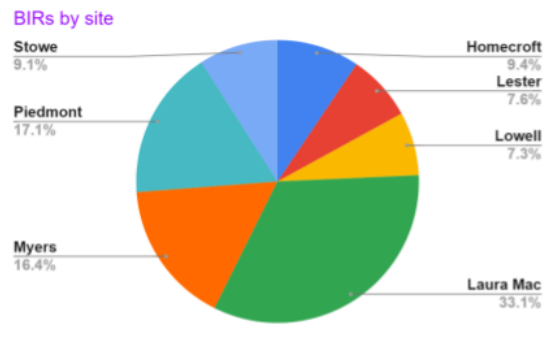
Documentation on these mandatory categories allow us to see not only which children are exhibiting behaviors, but also to identify any patterns of behavior that may be useful in identifying reasons why and appropriate interventions to assist children in gaining necessary skills to decrease the number of behavior incidents.

This data informs the Preschool Support Team, which works with classroom teams to discuss, model, and coach interventions to fidelity. The Preschool Support Team includes the Mental Health Coordinator, Inclusion Coordinator, Education Coordinator, Program Director, and Early Childhood Special Education teacher if the child is on an Individualized Education Plan. This team continues to support and make necessary adjustments to the plan, as needed, to assure the child has what is needed to experience success.

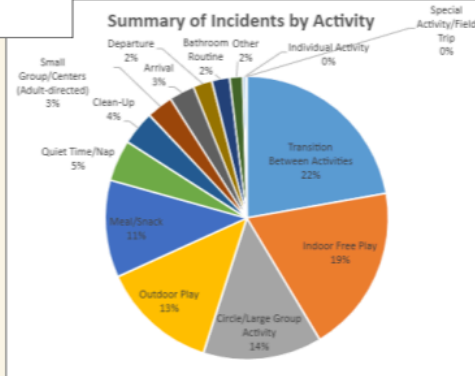
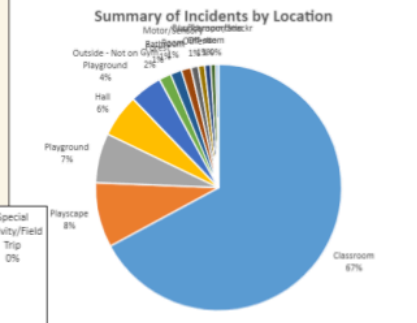
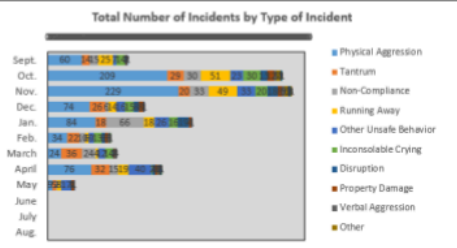
Since this data collection did not exist prior to this grant goal, we are pleased to have such data to guide an unbiased account of how children are doing. When dealing with challenging behaviors, it can be difficult to see changes, as they rarely occur as quickly as teams would like them to.

# Behavior Incident Reports

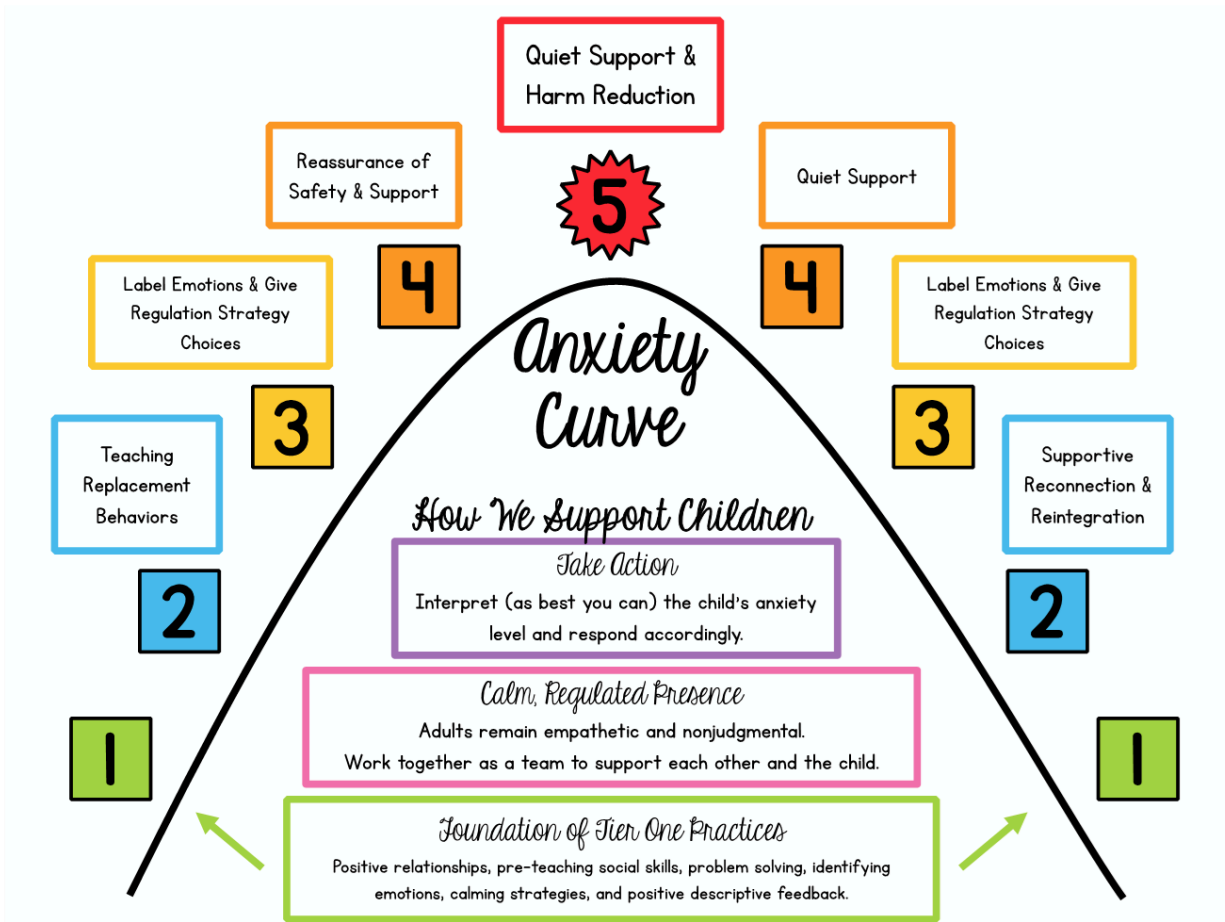
	Total Number of Incidents Reported each Month	Number of Children with Reported Incidents each Month
September	141	29
October	411	50
November	428	57
December	170	31
January	253	42
February	111	23
March	122	34
April	200	28
May	49	18
June		
July		
August		
<b>Grand Total</b>	<b>1885</b>	



# Behavior Incident Reports



Physical aggression is the behavior we targeted in professional development, and staff received powerful, effective training on how to respond to dysregulated children based on the Anxiety Curve.



This professional development, along with another topic: Teaching Replacement Behaviors were enthusiastically received by our staff. This PD was designed by staff within our program and will be used as an annual training for how to support children who are dysregulated.

### Responding to the Unique Needs of Our Community

Working with families experiencing poverty means that our students come to school not having had similar experiences available to peers from different socioeconomic backgrounds. This can impact vocabulary, background knowledge, and various aspects of child development. We call this an opportunity gap.

Our program works to close opportunity gaps. Some examples of this are:

- **Nature based programming:** Nature based preschool programs are some of the fastest growing preschool program types in MN and the US. During

the course of this grant, we built 3 Nature Playscapes at schools with the highest concentration of poverty in the Duluth Public Schools.

In addition to the playscapes, we provide children with high quality outdoor gear so they can feel comfortable outside in any weather.

- **Oshki-Inwewin:** This bicultural preschool incorporates Ojibwe language and culture into programming. It draws families from across the city who are interested in having this experience for their children. It is located in an elementary school that houses an Ojibwe language immersion program. Interest in this program continues to grow. Currently, we have more than twice as many families accepted into the program at this time of year than ever before. People from across the city are getting their children to Oshki.
- **Artist in Residence Program:** We partner with the Duluth Art Institute to provide an artist in residence program for full day classrooms. Artists provide an art lesson for 9 weeks and then have an art showcase at the end of the experience. We plan to continue this going forward.
- **Scholarships:** Our program partners with various community partners offering enrichment opportunities for children and families. Several of these have streamlined scholarship applications so that families' participation in Head Start indicates eligibility taking the burden of proof of the family.

Fostering Resilience with a Focus on Health and Wellness

#### **YMCA Partnership:**

Our partnership with the YMCA provides:

- 4 full day classrooms to attend a six week Safety Around Water class during the school day.

- Day passes for every Head Start staff and family
- In spring of 2025, we will add a swim class for Head Start parents - a result of last year's self assessment. This will include childcare. We currently have 7 parents signed up to attend this class.

### **Health and Wellness for Staff:**

Our Health and Wellness Committee provides opportunities for staff to gather outside of work time and participate in wellness challenges and monthly prize drawings.

### **Noticing Good Work:**

After administering Gallup's Employee Engagement questionnaire to all staff we found some areas that provide our program with opportunities for growth. The measure "In the past 7 days I have received recognition or praise for good work" scored a 48%. The measure "In the past 6 months, someone has talked to me about my progress" scored 46%. These measures remind us how important it is for all of us to notice good things when we see them, and how important it is to provide meaningful feedback to employees.

**Reflective Practice:** In analyzing the effectiveness of our Professional Learning Communities, PLC Activators discussed how helpful it was to start PLC meetings with a period of peer reflection. Participants would share what current struggles they were having and peers would offer constructive feedback, even though it may have been outside the focus of the PLC. Reflective Practice such as this, is a common Early Childhood process that helps staff feel supported and seen by peers. We feel this practice has mental health benefits for staff.

## School Readiness

Ultimately, Head Start is a school readiness program.

Rather than target a blanket end of year goal, we establish goals for enrolled children to achieve a certain percentage of growth for each of the developmental domains.

We expect children to make the following gains from fall to spring:

- 25% growth in Approaches to Learning
- 30% growth in Social Emotional Development
- 25% growth in Language and Literacy
- 35% growth in Cognitive Development
- 35% growth in Physical Development

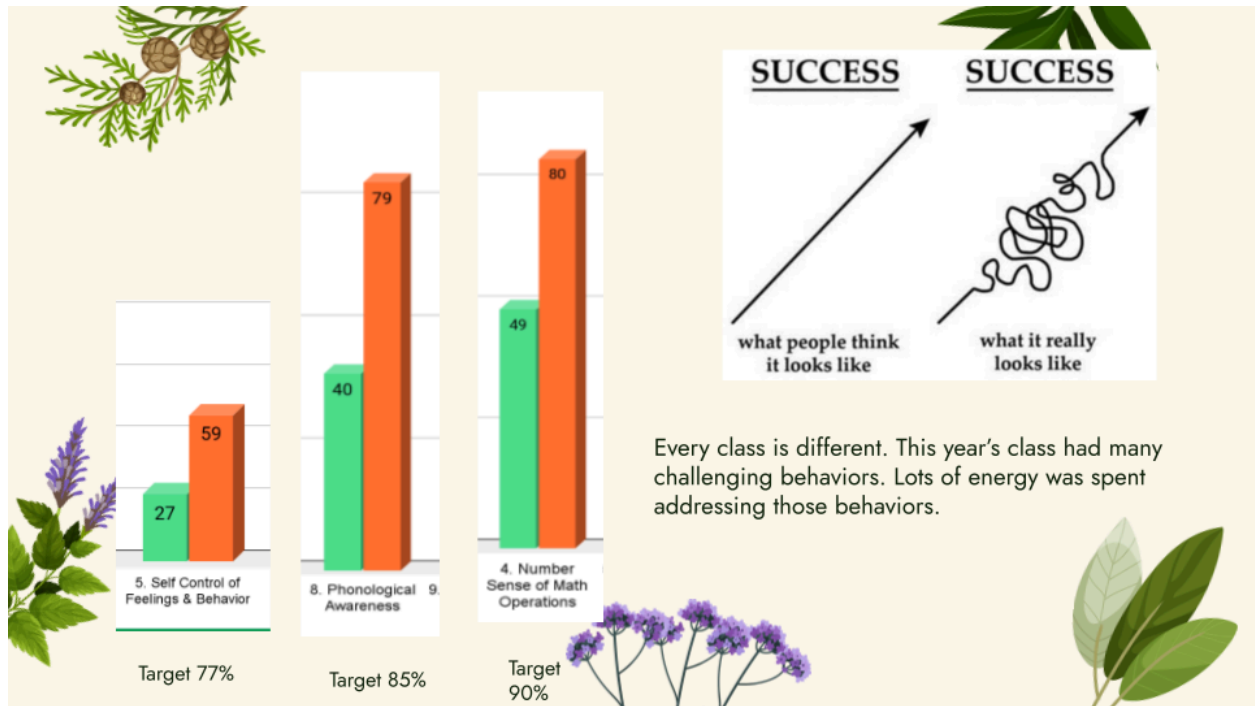
Percent of Growth from Fall to Spring in 23-24	Approaches to Learning	Social Emotional Dev.	Language and Literacy	Cognitive Dev.	Physical Dev.
Half Days	44%	60%	57%	52%	65%
Full Days	61%	55%	68%	65%	72%

Growth in each area ranges from 44-72%

These measures can be further broken down to objectives. Our program also sets goals for the lowest scoring objectives in Approaches to Learning, Language and Literacy, and Cognitive Development. These targets more easily align with established district-wide goals.

\*These are end goal targets that do not consider where children are at as they enter our program.

We fell short of these goals in 23-24.



**Program Management and Quality Improvement**

**Federal Monitoring:** We were monitored by the Office of Head Start in the spring of 2024. There was one finding that was corrected regarding Oral Health Determination. Several program strengths were noted including:

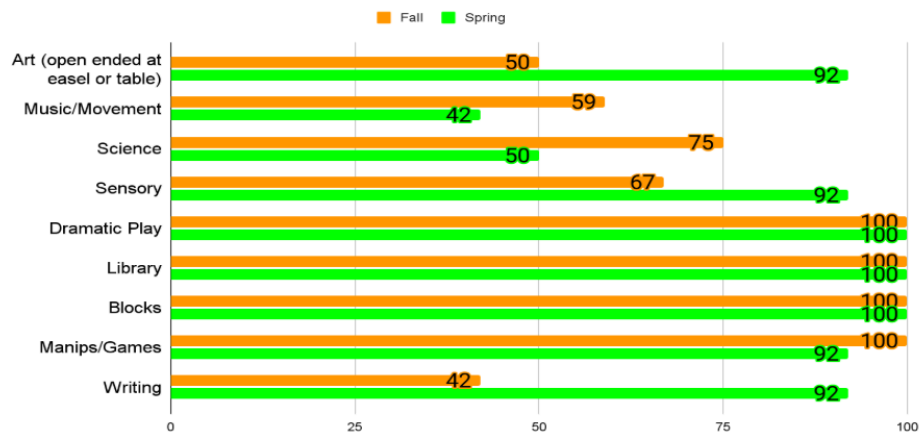
- Formal systems that remove barriers for policy council member participation
- Use of ongoing program data to innovate in the classroom based on needs of individual or subgroups of students
- Regularly offering families information or activities designed to support families' mental health and wellness
- Solicits and uses inputs from families to improve programming
- Provides economic mobility support to help families with pathways out of poverty
- Continuously evaluates the success of recruitment strategies and adjusts strategies as appropriate
- Provides targeted support for children and families who are at risk of low attendance

**Internal Monitoring:** We monitor classrooms twice per year: in the fall and spring. We monitor to see the following:

- Pyramid Model practices are in place
- Evidence of curriculum fidelity
- Active Supervision procedures are in place
- Meals are being served family style

We will add a portion to Internal Monitoring that includes a staff interview, as there are some items not seen simply because of the time of day the monitoring has occurred.

Curriculum Fidelity-12 Classrooms



1302.32 (2) A program must support staff to effectively implement curricula and at a minimum monitor curriculum implementation and fidelity, and provide support, feedback, and supervision for continuous improvement of its implementation through the system of training and professional development.

**Transportation Internal Monitoring:** Transportation is monitored three times per year, at the beginning of the school year, after the winter break, and in April following Spring break

We look to see upon arrival at school that

- Bus vests are being used
- Children are not released until teachers are present
- Staff are maintaining active supervision as they walk children to the classroom
- Drivers have current Release To information

- Drivers are in possession of a current route sheet

At home drop off stops we look to see that

- Parents are going up to the bus to pick children up

When a child is returned to school because an adult was not present, that provides evidence that our plan is being followed.

Bus Concern Forms are used when staff or families have concerns about a parent, driver, or child's behaviors. This form is sent to our Enrollment Coordinator who follows up with them. 42 Bus Concern forms were completed in 2023-24. These were all followed up with by our Transportation Coordinator.

### Enrollment and Family Engagement

We were identified in 2023 as being chronically under enrolled. This was due, in large part, to us limiting enrollment in classrooms struggling with challenging student behavior. Some behaviors made it difficult to keep classrooms safe.

We have since created systems of support to increase the capacity of teaching teams to navigate these challenges.

We have maintained the required full enrollment for the 2024-25 school year.

We also took a hard look at our enrollment process and made improvements where we could. We continue to review our enrollment process annually and have created an action plan to address any concerns that are identified.

A quarterly Office Flow Meeting has been established to create pathways for talking through changes, challenges, and celebrations.

Finally, we have created a recruitment team that meets 2-3 times per year to look at sites that may need strategic recruitment, along with a recruitment timeline to keep us on track with the many tasks involved in launching a new program year.

Family Engagement at the site level has not recovered from the pandemic. Parent Committee meetings at sites have had low attendance (1-2 families), with the exception of the very first one of the year: the Ice Cream Social, held in early October, which had 8-17 families in attendance across all sites.

We have seen success in bringing families together when we invite them from across the city to meet at community sites like the zoo, aquarium, or YMCA. Attendance has ranged from 21- 107. Attendance at many of these events seems to be influenced by the weather.

Attendance at city wide events feels satisfying for family advocates and pleasurable for families, though it does not seem to result in changes to engagement at the site level.

Connecting families to their school site will be a focus moving forward. This needs to be a program wide initiative.

### Noteworthy Additions

The program director will be leaving their position at the end of the year. There is a \$225,000 budget deficit due to increased cost of salary and fringe benefits that will need to be addressed this year.

Our grant will open for competition sometime the second half of the year due to 2 deficiencies we had post-Covid in our program. Competition allows us an opportunity to redefine how our program responds to identified community needs.

### Recommendations

The following program wide recommendations are recommended for continuous quality improvement.

1. Plan and prepare for a smooth transition to a new Head Start director.
2. Begin a process of visualizing an ideal Head Start program in preparation for competition that both meets current community needs and the Head Start Program Performance Standards.

3. Continue to Internal Monitoring, adding a staff interview to determine if any elements are happening at times other than during the walkthrough.
4. Encourage and capture data regarding Family Engagement at the site level.

By signing below, this report has been approved by the Governing Board and Head Start Policy Council.

\_\_\_\_\_ Kelly Durick-Eder, School Board Chair

\_\_\_\_\_ Date

\_\_\_\_\_ Kristi Meyer-Fladwell, Policy Council Chair

\_\_\_\_\_ Date



## **Transportation Waiver for Duluth Head Start FY 2026**

- Voluntary PreK is required to provide transportation to and from school for 4 year olds
- Due to this, we are asking that 4 year old Head Start children also be allowed to ride the bus to and from school. We know transportation can be a significant barrier to accessing preschool for families experiencing poverty.
- We are asking to waive the following Head Start regulations:
  - Restraints 1303.71(d) and 1303.72(a)(1)
  - Monitors 1303.72(a)(4)
- Our Parent Policy Council supports this plan contingent on maintaining the following safety provisions:
  - Preschool children will wear reflective vests making them highly visible to the bus drivers and other staff, both to and from school
  - Preschool children will sit in seats closest to the driver
  - An adult must meet the children at the bus door at drop off, and must bring the child to the bus door at pick up. We encourage parents to establish communication with the driver.
  - Unfamiliar designated adults must present an ID to the bus driver when picking up a child from the bus.
  - All Head Start children must participate in a bus safety presentation on the first day of school.
  - Riding the bus is voluntary, so parents may choose to self transport if they prefer.
    - The number of four year olds varies from year to year, but last year 114 preschool children ride the bus on any given day.

We appreciate your commitment to removing barriers for children whose families are experiencing poverty by safely getting preschool children to and from school. We know establishing patterns of regular attendance is very important for school success, and we can directly correlate transportation increased attendance.

By signing below, you are acknowledging that this waiver has been approved.

\_\_\_\_\_ Kelly Durick-Eder, School Board Chair

\_\_\_\_\_ Date

\_\_\_\_\_ Kristi Meyer-Fladwood, Policy Council Chair

\_\_\_\_\_ Date

**Duluth Public Schools Federal Head Start Continuation Grant  
Fiscal Year 2026**

Funding Type	Federal Head Start
Program Operations	\$2,841,531
Training and Technical Assistance	\$28,958
Federal Funded Enrollment	190
<b>Total Funding</b>	<b>\$2,870,489</b>

This is year five of a five year grant cycle. We will compete for our grant for the next grant cycle.

**Broad Grant Goals remain:**

**1. High Quality Inclusion: Navigating Trauma**

- a. Partnership with Early Childhood Special Education

**2. Meeting the Unique Needs of our Community**

- a. Oshki-Inwewin: A program that infuses curriculum with Ojibwe language and perspectives at a site where an Ojibwe Immersion School operates.
- b. Nature Based Programming at all sites
- c. Artist in Residence Program for full day classes

**3. Fostering Resilience with a Focus on Health and Wellness**

- a. YMCA Collaboration: Safety Around Water classes for 72 children annually;
  - i. Family Day Passes for all Head Start families
  - ii. Swim lessons for Head Start parents: 7 parents enrolled
- b. Health and Wellness Opportunities for Families and Staff

By signing below, we approve the federal Head Start grant.

\_\_\_\_\_ Kelly Durick-Eder, School Board Chair  
\_\_\_\_\_ Date

\_\_\_\_\_ Kristi Meyer-Faldwood, Policy Council Chair  
\_\_\_\_\_ Date

March 12, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Thatcher Baumann</b>	<b>Duluth Public Schools</b>	<b>3/11/2025</b>

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

March 18, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Grace Oman	Duluth Public Schools	3/18/2025

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

March 24, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Chloe Lane</b>	<b>Duluth Public Schools</b>	<b>3/20/2025</b>

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

March 25, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Gerek Elan Tucker</b>	<b>Duluth Public Schools</b>	<b>3/25/2025</b>

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

Nathan Glöckle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

March 25, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Gerek Elan Tucker</b>	<b>Duluth Public Schools</b>	<b>3/25/2025</b>

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

Nathan Glöckle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

March 27, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Tyresse Terell Coon</b>	<b>Duluth Public Schools</b>	<b>4/10/2025</b>

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

Nathan Glöckle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

April 7, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Xander Myer</b>	<b>Duluth Public Schools</b>	<b>4/7/2025</b>

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

April 8, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Emily Johnson</b>	<b>Duluth Public Schools</b>	<b>4/7/2025</b>

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

April 9, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Zoey Peacock	Duluth Public Schools	4/8/2025
Gavin Reynolds	Duluth Public Schools	4/8/2025

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 4/8/2025

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

Raeshawn Pelfrey

4/8/2025



Shannon Brown &lt;shannon.brown@isd709.org&gt;

## Fwd: diploma request for Smith, JayShon

1 message

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

Mon, Apr 7, 2025 at 1:59 PM

Good afternoon Shannon. Would you please process this request? Thank you so much!

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



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

From: **Lisa Post** <christine.post@isd709.org>  
Date: Mon, Apr 7, 2025 at 1:55 PM  
Subject: diploma request for Smith, JayShon  
To: Tracy Robertson <tracy.robertson@isd709.org>  
Cc: Joanna Sackette <joanna.sackette@isd709.org>, geraldine saari <geraldine.saari@isd709.org>

Tracy,

I'd like to request a diploma for JayShon Smith with a graduation date of 4/21/25. Thank you.

**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)  
(218)336-8700 x.2091 (office)

March 27, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Caleb Matthew Douglas</b>	<b>Duluth Public Schools</b>	<b>5/29/2025</b>

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

Nathan Glöckle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center



Shannon Brown &lt;shannon.brown@isd709.org&gt;

---

**diploma request Ramberg**

2 messages

**Lisa Post** <christine.post@isd709.org>  
 To: Shannon Brown <shannon.brown@isd709.org>

Mon, Apr 7, 2025 at 7:26 AM

Hi Shannon,

I am not sure if Haley Anderson at EHS requested a diploma for Abby Ramberg with a graduation date of 5/29/25. Just emailing to verify. Thanks for your assistance.

**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)  
 (218)336-8700 x.2091 (office)

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**Shannon Brown** <shannon.brown@isd709.org>  
 To: Lisa Post <christine.post@isd709.org>

Mon, Apr 7, 2025 at 9:48 AM

Hi Lisa,

Thanks for reaching out. I had not received a diploma request for Abby. I will get that to the printers this week.

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  
 Email: shannon.brown@isd709.org  
 Phone: (218) 336-8739 Fax: (218) 336-8776

[Quoted text hidden]

--

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

88



Shannon Brown &lt;shannon.brown@isd709.org&gt;

## Fwd: Bridge diploma requests

1 message

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

Wed, Mar 26, 2025 at 3:23 PM

Good afternoon! Can you please arrange for diplomas for the people from the Bridge Program on the forwarded list. Thank you so much and 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



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

From: **Lisa Post** <christine.post@isd709.org>  
 Date: Wed, Mar 26, 2025 at 11:23 AM  
 Subject: Bridge diploma requests  
 To: Tracy Robertson <tracy.robertson@isd709.org>

Tracy

Could you request the following definite graduates' diplomas. I would need these by May 22 with a graduation date of May 29th, 2025. Thank you.

Goodman, Sasha  
 Reid, Zackary  
 Sherrington, Jonathan  
 Spry, Dayne

**Christine "Lisa" Post**

Work Experience Teacher  
 Bridge Program ISD #709

89

February 5, 2025

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
709 Portia Johnson Dr  
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Kali Ann Kunkel</b>	<b>Duluth Public Schools</b>	<b>06/03/2025</b>

Please send diploma to Darcy Motschenbacher at East High school for Kelly Flohaug to sign with a note to send interschool mail to Jennifer Fabbro, Arvig Bldg, DAE office once they are completed.

\*\*If you could also send the East High School diploma folder, it would be appreciated.

Kelly Flohaug  
Principal

Jennifer Fabbro  
Transition 12 Teacher  
Arvig building, Suite 310

February 5, 2025

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
709 Portia Johnson Dr  
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Jacob L. Adkins</b>	<b>Duluth Public Schools</b>	<b>06/03/2025</b>

Please send diploma to Tracey Robertson at Denfeld High school for Thomas Tusken to sign with a *note to send interschool mail to Jennifer Fabbro, Arvig Bldg, DAE office* once they are completed.

Thomas Tusken  
Principal

Jennifer Fabbro  
Transition 12 Teacher  
Arvig building, Suite 310

## 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: Kerry Dehany  
 Not Recommended Date: \_\_\_\_\_

Assistant Superintendent:  Recommended Name: Anthony Burk  
 Not Recommended Date: 3/28/25

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: East Birch Log (yearbook)
2. Contact Person (Responsible for Checklist Completion): Heidi Bohlmann
3. Field Trip Date(s): June 26-27 Destination: St. Louis Park, MN
4. Field Trip Overview (Include events, establishments and locations): Yearbook Camp @ St. Louis Park High School.
5. Field Trip Departure from School (Date and Time): June 26 approx 5:30 A.M.  
Field Trip Return to School (Date and Time): June 27 approx 7:00 P.M.
6. Objectives of Field Trip: training for publishing, designing, marketing, etc. of yearbook - journalism for
7. Relationship to Curriculum or Student Learning: Of or yearbook class 21st century
8. Planned Follow-up Field Trip Activities: \_\_\_\_\_
9. Field Trip Budget Request

Estimated Expenses		
Total Admission/Fees	<u>6 registrations @ \$225</u>	\$ <u>1350</u>
Total Meals		\$
Total Lodging	<u>3 rooms @ \$114</u>	\$ <u>385</u>
Total Transportation		\$
<input checked="" type="checkbox"/> School District Vehicle(s)		
<input type="checkbox"/> Commercial Transportation Carrier ~ Name: _____		
<input type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name: _____		
Total Additional Stipends:		\$
Other:		\$
<b>Total</b>		<b>\$</b>

Revenues		
District Budget	Code:	\$
Booster Group		\$
Donations		\$
Student Fees		\$
Total Additional Stipends:		\$
<b>Total</b>		<b>\$</b>

Yearbook Funded

11. Reviewed/Completed Request Checklist:     Yes     No

**RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL**

## FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

- Develop and Communicate Student Discipline Expectations
- Forward Field Trip Explanation and Fee Structure Letter Sent to Parents/Guardians
- Collect Parent/Guardian Permission for Student Participation in Field Trip (Include request for special information - i.e. allergies, medications, special needs.)
- Gain Access to Cell Phone for Field Trip
- Plan Arrangements for Early Pick-Up or Late Drop-Off Students (if necessary).  
**Guide:** May choose to leave message on school voice mail to help with late drop off.
- Plan Meal Arrangements (if necessary)  
**Reminder:** Notify food service of non-participation.
- Plan Administration of Student Medication and First Aid Needs (if necessary)  
**Guide:** Contact School Nurse.
- Develop and Communicate Action Plan if Student Gets Lost on Trip
- Arrange Adult Chaperones for Field Trip (if necessary)  
**Guide:** One (1) adult for every twenty (20) students depending on field trip. Parent volunteers are encouraged when possible or appropriate.
- Develop and Communicate Teacher and Adult Chaperone Expectations  
**Example:** Supervision duties, no smoking, no alcohol
- Planned Itinerary

**TIME**

5:30 Am  
8Am-  
3:30 Pm

**LOCATION**

leave East H.S. to drive to St. Louis Park H.S.  
stay at Ramada Inn in Golden Valley, MN  
Yearbook Camp @ St. Louis Park H.S.  
return to East H.S.

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

Signature of Contact Person:

*Judith Bohmann*

## FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

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

Signature of Contact Person:

*Judith Bohmann*



## JOSTENS SUMMER YEARBOOK CAMP

**New Location!**  
**New Schedule!**  
**Price Reduced!**

### WORKSHOP HIGHLIGHTS:

- IN PERSON COVER ARTIST
- LEADERSHIP SKILLS
- THEME DEVELOPMENT
- DESIGN/TEMPLATES
- PHOTOGRAPHY
- MARKETING/SOCIAL MEDIA
- LADDER PLANNING/DEADLINES
- TEAM BUILDING

### LOCATION:

SAINT LOUIS PARK HIGH SCHOOL  
 6425 W 33RD ST, ST LOUIS PARK, MN 55426

A block of hotel rooms will be reserved at a hotel within 3-5 miles from the school.

**MORE DETAILS TO COME IN REGISTRATION FORM**

### Keynote Speaker, Jeff Moffitt

In seventh grade, Creative Accounts Manager, Jeff Moffitt began his yearbook journey. Since then, he has shared his design, writing, photography, and marketing skills with yearbook staffs around the globe, teaching at local, state, national and international conventions and workshops and meeting with staffs one-on-one.

Moffitt, MJE, is a Jostens Creative Account Manager. He advised the award-winning Torch yearbook and Oracle newspaper at Olympia High School in Orlando, FL for 11 years. He is a National Board Certified teacher in career and technical education. Moffitt was OHS's 2007 Teacher of the Year. JEA named him a Special Recognition Yearbook Adviser in 2010 and a Rising Star in 2006



### NEW LOWER PRICE!

**STUDENT: \$275**

**ADVISER: \$225**

If you bring 5+ students (not including the adviser) then the student cost is reduced to \$225 per student.

### INCLUDED:

Lunch both days  
 Snacks/water, pop  
 and more.....

# JOSTENS SUMMER YEARBOOK CAMP

YOU. BELONG. HERE.

## What is Jostens Summer Camp?

Students and advisers have the opportunity to be laser focused, **while having FUN**, and begin the planning process for next years' yearbook. Theme Development, Template Design, Photography, Ladder Planning, Marketing, Social Media, Team Building and **SO MUCH MORE!**

## Meet, in person, with a Professional Cover Artist.

**It is proven that schools that attend summer camp are months ahead of those that do not attend. Start the new school year, on day one with a solid plan in place.**

## When:

Thursday & Friday, June 26 & 27, 2025

## Where:

St. Louis Park High School  
6425 W 33<sup>rd</sup> St  
St. Louis Park, MN 55426

## Agenda:

### Day 1

Thursday, June 26<sup>th</sup> 8:30 AM - 4:00 PM  
Check in begins at 8:00 AM  
Day 1 is wrapped around theme development and planning the content for the yearbook.

### Day 2

Friday, June 27<sup>th</sup> 8:15AM - 3:00 PM  
Day 2 focuses on design, verbal and visuals, marketing and so much more!

## Cost:

Student - Single Registration \$275 Per Student  
Student - 5+ Students \$225 Per Student  
Adviser Registration: \$225

## How to Register:

- Each participant will be required to complete this [Google Form Registration](#), including advisers.
- Each participant must complete a Medical/Liability release, including advisers. Form [HERE](#)
- Email Medical/Liability form to Nicole Horvat: [Nicole.Horvat@Jostens.com](mailto:Nicole.Horvat@Jostens.com)

## How to Pay:

Payments accepted: Check or Credit card

- Payment by personal check, money order or school check: Payable to: **Horvat Consulting, Inc.**

We cannot accept checks made out to Jostens and will return any Registration forms that come with a check made out to Jostens.

- PayPal option to pay:



- **All registrations and payments must be paid by June 6<sup>th</sup>. If received after that, there will be a \$20 late fee.**
- If a school/student were to cancel for any reason, after registered and paid, the full amount will not be refunded. Cancel June 23<sup>rd</sup> or earlier, \$75 per person will be kept as the deposit and cover costs that were pre paid. Remaining balance will be returned to the school/parent. No refund if canceled from June 24<sup>th</sup> to the start of the event.

## Where to Stay for Overnight Lodging:

A block of hotel rooms has been reserved for overnight stays. It is the school's responsibility to reserve, pay and chaperone overnight stays. No Jostens representative will be at the hotel. **The room block link will expire on May 26, 2025. Reserve EARLY**

### HOTEL INFORMATION:

Ramada by Wyndham Golden Valley  
6300 Wayzata Blvd, Golden Valley, MN 55416

**RESERVE YOUR ROOMS HERE**



Questions? Contact your representative: email: [first.last@jostens.com](mailto:first.last@jostens.com) or call below number(s)

Nicole Horvat	Helena Hunt	Beth Johnson	Sherri Loney	Paul Sorenson	Dave Belland	Angie Babcock
612.227.6662	810.625.2987	218.590.0694	612.868.1820	651.263.7170	608.769.4423	701.226.5458





<b>Total</b>	<b>\$ 2324.17</b>
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<b>Revenues</b>		
District Budget	Code:	\$
Booster Group		\$
Donations		\$
Student Fees Admission \$50.00 ~7 students		\$ 350.00
No Meals covered with admission fee		\$ self pay
Lodging \$867.22 students(108.41 each)		\$ 867.22
Van		\$30.00
Total Additional Stipends: HOSA Activity		\$
<b>Total</b>	<b>"Students will all be self-pay"</b>	\$ each

11. Reviewed/Completed Request Checklist:  Yes  No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

### FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

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- 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.)
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- Arrange Adult Chaperones for Field Trip (if necessary)  
**Guide:** One (1) adult for every twenty (20) students depending on field trip. Parent volunteers are encouraged when possible or appropriate.
- Develop and Communicate Teacher and Adult Chaperone Expectations  
**Example:** Supervision duties, no smoking, no alcohol
- Planned Itinerary

**TIME**

**LOCATION**

See attached email


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

Signature of Contact Person: Kimberly Olson Instructor

### **FIELD TRIP REQUEST CHECKLIST - Extended Trip Only**

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- x  Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians

**Note:** Attach tentative planned itinerary.

- x Arrange Funding of Expenses During Trip

- x Arrange Meal Plans

- x  Arrange Lodging Plans and Room Assignments

- x  Collect Family Emergency Information for Students

**Example:** Home phone numbers, emergency contacts, medical information

- Additional Information

**Note:** Provide any additional information.

Signature of Contact Person: Kimberly Olson Instructor



## State Leadership Conference (SLC)

Posted July 19, 2023

The Minnesota HOSA State Leadership Conference is an enriching and exciting event bringing together future healthcare professionals from across the state. This conference is an essential platform for HOSA members to enhance their leadership skills, network with like-minded individuals, and learn more about the dynamic field of health care. Throughout the conference, participants can engage in a variety of interactive workshops, seminars, and guest lectures led by experienced healthcare professionals and educators. Topics can range from emerging trends in healthcare to career preparedness and personal growth. In addition to the educational components, students will have the opportunity to showcase their medical knowledge and skills in competitive events that cover a wide range of healthcare areas. Winners from these state-level competitions will earn the opportunity to represent Minnesota at the HOSA International Leadership Conference.

**State Leadership Conference – March 30 – April 1 – State Leadership – St. Cloud Convention Center, St. Cloud (2025)**

**DATA SHARING AGREEMENT FOR RELEASE  
OF DATA UNDER “SCHOOL OFFICIAL” EXCEPTION**

This Data Sharing Agreement (“Agreement”) between Independent School District No. 709, Duluth Public Schools (“District”) and THE COLLEGE OF ST. SCHOLASTICA, TRIO TALENT SEARCH is entered into as of July 1, 2025 (Effective Date”). The District and THE COLLEGE OF ST. SCHOLASTICA, TRIO TALENT SEARCH are referred to collectively as the “Parties.”

WHEREAS, certain individuals affiliated with THE COLLEGE OF ST. SCHOLASTICA, TRIO TALENT SEARCH (hereinafter “Requesting Entity”) will provide *EDUCATIONAL SUPPORT* to the District for the 2025-2026 school year; and

WHEREAS, the services to be provided by individuals affiliated with Requesting Entity are institutional services and functions for which the District would otherwise use its own employees; and

WHEREAS, the District anticipates individuals affiliated with Requesting Entity will be required to access personally identifiable information related to students and educational data in order to effectively provide services to the District; and

WHEREAS, both the Family Educational Rights and Privacy Act (“FERPA”) and the Minnesota Government Data Practices Act (“MGDPA”) allow certain contractors, consultants, volunteers, and other parties to access information that would otherwise be protected from disclosure under a “school official” exception; and

WHEREAS, individuals affiliated with Requesting Entity will be providing services in a manner that meets the relevant requirements to qualify as a “school official” under both FERPA and the MGDPA; and

WHEREAS, the Parties wish to enter into this Agreement in order to outline in greater detail the terms and conditions upon which individuals affiliated with Requesting Entity will be granted access to certain protected student data as a “school official.”

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following:

1. **Services Provided to District.** Requesting Entity is a *NON - PROFIT ORGANIZATION* whose *TUTOR* will provide *EDUCATIONAL SUPPORT* to the District. The services to be provided to the District are institutional services and functions for which the District would otherwise use its own employees.
2. **Protected Student Data Defined.** “Protected Student Data” means any data defined as “personally identifiable information” contained in educational records

as the term is defined in FERPA and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, or “educational data” as defined in the MGDPA, Minn. Stat. § 13.32.

3. **Types of Data to be Accessed.** In the course of providing the services described in Paragraph 1, individuals affiliated with Requesting Entity will have a legitimate need to access Protected Student Data in the form of ATTENDANCE, GRADES, GRADEBOOK, TRANSCRIPTS, TEST SCORES AND SCHEDULES. The data described in this Paragraph is subject to disclosure restrictions imposed by FERPA and the MGDPA.
4. **District’s Control over Use and Maintenance of Data.** The following terms and conditions will govern the manner in which individuals affiliated with Requesting Entity will have access to Protected Student Data:
  - a. *TUTOR* shall be the only representatives of Requesting Entity granted access to Protected Student Data in accordance with the terms of this Agreement. Protected Student Data shall not be shared with any employee, agent, volunteer, or other affiliate of Requesting Entity who is not within the group of individuals defined in this Paragraph. Prior to being granted access to Protected Student Data, each STUDENT TEACHERS must review and sign the acknowledgement and consent form attached hereto as Exhibit A.
  - b. Requesting Entity shall not attempt to use, access, or maintain Protected Student Data for any reason other than purposes legitimately necessary for its TUTOR to provide the services referenced in Paragraph 1. Requesting Entity shall not maintain its own files, documents, or any other form of records containing Protected Student Data or attempt to obtain access to Protected Student Data for anyone other than an individual described Paragraph 4(a).
  - c. The use and maintenance of Protected Student Data by TUTOR TEACHERS shall be at all times subject to the District’s direct control.
  - d. Individuals providing services as TUTOR shall be granted access to Protected Student Data through the District’s Infinite Campus system in a manner deemed appropriate by the District. Requesting Entity shall supply the District with a list of the names of the individuals providing services as TUTOR to the principal of the building in which each individual will be providing services. Upon receipt of the list of names, the District will determine using its sole discretion the extent to which each individual will be granted access to Protected Student Data through the Infinite Campus system. Under no circumstance will an individual be granted greater access

to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals providing services as TUTOR access Protected Student Data. No individual will be granted access to Protected Student Data unless the person has signed the form attached as Exhibit A and provided a copy to the principal of the building in which the individual will be providing services.


- e. The individuals providing services as TUTOR shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to data in accordance with this agreement has maintained copies or other reproductions of Protected Student Data for legitimate purposes, such copies or other reproductions must be destroyed within 30 days of the expiration of this Agreement.
  - f. The District reserves the right to restrict, modify, or discontinue the use and maintenance of Protected Student Data authorized by this agreement for any reason. If the District exercises its sole discretion to restrict or cancel access to data, Requesting Entity and/or its affected representatives shall destroy any copies or reproductions of data which they no longer have access in accordance with the timeframe and requirements of Paragraph 4(f) of this Agreement.
5. **Rediscovery of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as STUDENT TEACHERS shall not redisclose Protected Student Data to any representative of Requesting Entity not within the class of individuals identified in Paragraph 4(a) or any person or party other than a school official with a legitimate need to access the data unless disclosure is specifically authorized or required by law. In the event a parent or eligible student requests disclosure of Protected Student Data to a third party, Requesting Entity and its representatives shall direct the requesting parent or eligible student to the appropriate building principal, who will process each request to disclose Protected Student Data in accordance with applicable District policies and procedures.
6. **Data Related to TUTOR Evaluations.** The Parties agree that data maintained by the District with respect to individuals who perform services on a voluntary basis for the District is defined as personnel data by the MGDPA, Minn. Stat. § 13.43. In the event Requesting Entity requests information from the District that is not classified as public data pursuant to Minn. Stat. § 13.43, subd. 2, Requesting

Entity shall obtain a written consent of the subject of the data prior to requesting the data from the District.

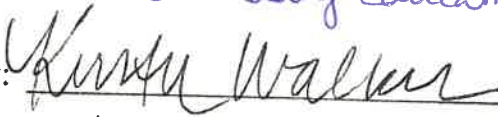
7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2026. On July 1, 2026, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.
8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.
9. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.
10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first written above.

DATE: 3/27/25

By:   
Director of Assessment / Evaluation / Performance  
*Secondary Educator*

DATE: 3/25/25

By:  (Kirsten Walker)

Title: Director TRW Talent Search

Phone: 218-723-5952

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
School Board Chair, Duluth School District 709

## **413 HARASSMENT AND VIOLENCE**

### **I. PURPOSE**

The purpose of this policy is to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability (Protected Class).

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

- A. The policy of the school district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school district prohibits any form of harassment or violence on the basis of Protected Class.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's Protected Class, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's Protected Class.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel found to have violated this policy.

### **III. DEFINITIONS**

- A. "Assault" is:
  - 1. an act done with intent to cause fear in another of immediate bodily harm or death;
  - 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
  - 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, when the conduct:
  - 1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
  - 2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

3. otherwise adversely affects an individual's employment or academic opportunities.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications
1. "Disability" means, with respect to an individual who
    - a. has a physical sensory or mental impairment that materially limits one or more major life activities of such individual;
    - b. has a record of such an impairment;
    - c. is regarded as having such an impairment; or
    - d. has an impairment that is episodic or in remission and would materially limit a major life activity when active.
  2. "Familial status" means the condition of one or more minors having legal status or custody with:
    - a. the minor's parent or parents or the minor's legal guardian or guardians; or
    - b. the designee of the parent or parents or guardian or guardians with the written permission of the parent or parents or guardian or guardians. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for physical health, safety, or self-care because the individual or individuals are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
  3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
  4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
  5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
  6. "Sexual orientation" means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.
  7. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. "Remedial response" means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment

1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:
  - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
  - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
  - c. that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
  - a. unwelcome verbal harassment or abuse;
  - b. unwelcome pressure for sexual activity;
  - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
  - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
  - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
  - f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence

1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes, section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
  - a. touching, patting, grabbing, or pinching another person's intimate

- b. parts  
coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
- c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
- d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to an individual's Protected Class.

**IV. REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of Protected Class by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building  
  
The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district

personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.

- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District  
The school board hereby designates Theresa Severance, Executive Director of Human Resources and Operations, [theresa.severance@isd709.org](mailto:theresa.severance@isd709.org) as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

## **V. INVESTIGATION**

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

## **VI. SCHOOL DISTRICT ACTION**

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the

school district. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.

- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

## **VII. RETALIATION OR REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

## **VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights or another state or federal agency, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

## **IX. HARASSMENT OR VIOLENCE AS ABUSE**

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes, chapter 260E may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

## **X. DISSEMINATION OF POLICY AND TRAINING**

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.

- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction 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, resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

**Legal References:** Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)  
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
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42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)  
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

Replacing: Policy 4015  
First Reading: 05-19-2015  
Adopted: 06-16-2015  
**04-19-2016 ISD 709 (Renumbering only)**  
First Reading: 07-19-2016  
Second Reading: 08-16-2016  
First Reading: 04-15-2025  
Second Reading:

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

MSBA/MASA Model Policy  
413

Orig. 1995  
Rev. 202

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

## **413 HARASSMENT AND VIOLENCE**

**[NOTE: State law (Minnesota Statutes, section 121A.03) requires that school districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minnesota Statutes, chapter 363A (MHRA). This policy complies with that statutory requirement and addresses the other classifications protected by the MHRA and/or federal law. While the recommendation is that school districts incorporate the other protected classifications, in addition to sex, religion, and race, into this policy, they are not specifically required to do so by Minnesota Statutes, section 121A.03. The Minnesota Department of Education (MDE) is required to maintain and make available a model sexual, religious, and racial harassment policy in accordance with Minnesota Statutes, section 121A.03. MDE's policy differs from that of MSBA and imposes greater requirements upon school districts than required by law. For that reason, MSBA recommends the adoption of its model policy by school districts. Each school board must submit a copy of the policy the board has adopted to the Commissioner of MDE.]**

### **I. PURPOSE**

The purpose of this policy is to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability (Protected Class).

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

- A. The policy of the school district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school district prohibits any form of harassment or violence on the basis of Protected Class.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's Protected Class, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's Protected Class.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel found to have violated this policy.

### **III. DEFINITIONS**

- A. "Assault" is:
  - 1. an act done with intent to cause fear in another of immediate bodily harm or

death;

2. the intentional infliction of or attempt to inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
3. otherwise adversely affects an individual's employment or academic opportunities.

**[NOTE: In 2023, the Minnesota legislature amended the definition of "sexual orientation" in the Minnesota Human Rights Act as reflected in subpart 6 below.]**

C. "Immediately" means as soon as possible but in no event longer than 24 hours.

D. Protected Classifications

1. "Disability" means, with respect to an individual who
  - a. has a physical sensory or mental impairment that materially limits one or more major life activities of such individual;
  - b. has a record of such an impairment;
  - c. is regarded as having such an impairment; or
  - d. has an impairment that is episodic or in remission and would materially limit a major life activity when active.
2. "Familial status" means the condition of one or more minors having legal status or custody with:
  - a. the minor's parent or parents or the minor's legal guardian or guardians; or
  - b. the designee of the parent or parents or guardian or guardians with the written permission of the parent or parents or guardian or guardians. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for physical health, safety, or self-care because the individual or individuals are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

**[NOTE: The 2024 Minnesota legislature revised the definition of**

**“familial status.”]**

3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
6. “Sexual orientation” means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.

**[NOTE: The 2023 Minnesota legislature redefined ‘sexual orientation’ in the Minnesota Human Rights Act.]**

7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment

1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:
  - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
  - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or
  - c. that conduct or communication has the purpose or effect of substantially interfering with an individual’s employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
  - a. unwelcome verbal harassment or abuse;
  - b. unwelcome pressure for sexual activity;
  - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;

- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence

- 1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes, section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
- 2. Sexual violence may include, but is not limited to:
  - a. touching, patting, grabbing, or pinching another person's intimate parts
  - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
  - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
  - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to an individual's Protected Class.

**IV. REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of Protected Class by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed

directly with the superintendent or the school district human rights officer by the reporting party or complainant.

D. In Each School Building

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.

F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

G. In the District

The school board hereby designates Theresa Severance, Executive Director of Human Resources and Operations, [theresa.severance@isd709.org](mailto:theresa.severance@isd709.org) as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.<sup>1</sup>

H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.

I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

J. Use of formal reporting forms is not mandatory.

K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

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<sup>1</sup> In some school districts the superintendent may be the human rights officer. If so, an alternative individual should be designated by the school board.

- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

## **V. INVESTIGATION**

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
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rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

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- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

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**Legal References:** Minn. Stat. § 120B.232 (Character Development Education)  
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MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)

MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status  
Nondiscrimination)

## ~~413 PROHIBITING HARASSMENT AND VIOLENCE~~

### ~~GENERAL STATEMENT OF POLICY~~

~~Independent School District 709 (ISD 709) is committed to creating and maintaining a learning and working environment where all individuals are treated with respect and dignity. Every individual has the right to learn/work in an environment free of harassment and violence.~~

~~In this school district, harassment and violence, whether verbal, physical, or cyber, which creates a hostile climate, is unacceptable and will not be tolerated. Harassment and violence are unlawful, hurt all people, and have no legitimate educational purpose. Any employee or student who engages in such conduct shall be disciplined as provided by law, District policies, and applicable labor agreements.~~

~~Therefore, it is the policy of ISD 709 to maintain a work and learning environment that is free of harassment and violence based on: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute as well as other forms of harassment as defined in this policy.~~

~~Harassment based on: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute are also forms of discrimination which violate either Section 703 of Title VII of the Civil Rights Act of 1965, as amended, 42 U.S.C. Section 2000e, et seq. and or the Minnesota Human Rights Act, Minnesota Statute Sections 363.01 — 363.20, and may represent a criminal law violation.~~

~~Violence based on: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute is a physical act of aggression, intimidation, and/or degradation directed toward a person or group of persons because of their membership or perceived membership in a protected group.~~

~~It shall be a violation of this policy for any student or school personnel of ISD 709 to harass a pupil or other school personnel through conduct or communication of a sexual nature or regarding: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute as well as other forms of harassment as defined by this Policy and Regulation 4015R. (For purposes of this policy, school personnel include: School Board members, administrators, teachers, all other school employees, agents, volunteers, contractors, or other persons subject to the supervision and control of ISD 709.)~~

~~It shall be a violation of this policy for any student or school personnel of ISD 709 to inflict, threaten to inflict, or attempt to inflict violence relating to: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute as well as any other forms of violence as defined by this policy upon any pupil or school personnel.~~

~~ISD 709 will act with reasonable diligence to take action to investigate, respond, remediate and discipline all complaints, either formal or informal, oral or written, of improper actions or statements which may constitute harassment and violence as defined in this policy and Regulation 4015R. Furthermore, ISD 709 intends to provide support for students identified as the victims of these acts in compliance with Minn. Statute Sections 121A.0695.~~

~~A report will be given to the School Board at the regular meeting in July, a summary of the number of harassment complaints, types of complaints and the action taken to resolve the complaint. This will be done without releasing any case specifics, information or personnel data.~~

~~For more detailed information on this policy, including definitions for terms used in this policy and the reporting procedures for this policy, please see Regulation 4015R.~~

~~Cross References: Resolution 413R (Prohibiting Harassment and Violence)  
Resolution 413.1R (Harassment Complaint Form)~~

~~Replacing: Policy 4015  
First Reading: 05-19-2015  
Adopted: 06-16-2015  
**04-19-2016 ISD 709 (Renumbering only)**  
First Reading: 07-19-16  
Second Reading: 08-16-16~~

## ~~413R — PROHIBITING HARASSMENT AND VIOLENCE~~

### ~~I. — HARASSMENT AND VIOLENCE DEFINED~~

#### ~~A. — Sexual Harassment~~

~~**Definition.** Sexual harassment consists of unwelcome sexual attention, unwelcome requests for sexual favors, unwelcome sexually motivated physical conduct, or other unwelcome verbal or physical conduct or communication of a sexual or gender biased nature when:~~

- ~~1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment or of obtaining an education, or of transacting business with ISD 709; or~~
- ~~2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, education, or business with ISD 709; or~~
- ~~3. That conduct or communication has the purpose or effect of substantially interfering with an individual's employment, education, business with ISD 709, or creating an intimidating, hostile, or offensive employment, educational, or business environment.~~

~~This policy pertains to students and school personnel. It equally protects students and personnel of all genders from harassment.~~

~~Sexual harassment may include but is not limited to the following behaviors:~~

- ~~1. Unwelcome verbal statements of a sexual nature;~~
- ~~2. Intimidation by words or actions of a sexual nature;~~
- ~~3. Unwelcome pressure for sexual activity;~~
- ~~4. Unwelcome sexually motivated or inappropriate touching, patting, pinching, or other physical contact that does not meet the definition of sexual assault; other than necessary restraint of pupil(s) by school personnel to avoid physical harm to persons or property; or~~
- ~~5. Unwelcome sexual behavior or words, including requests for sexual favors, accompanied by implied or overt threats concerning an individual's employment, business, or educational status; or~~
- ~~6. Unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment, business, or educational status; or~~
- ~~7. Distribution or display of pornographic or other inappropriate written materials, pictures, graffiti, or other graphics of a sexual or gender based nature; or~~
- ~~8. Unwelcome behavior or words directed at an individual because of gender, gender identity, or gender expression; or~~
- ~~9. Unwelcome behavior or words directed at an individual because of sexual experiences or perceived sexual experiences.~~

#### ~~B. — Protected Groups Harassment~~

~~**Protected Groups:** Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age,~~

~~Gender Identity, Gender Expression, and Any and All Other Protected Groups as identified by state and/or federal statute.~~

~~**Definition.** Harassment consists of physical or verbal conduct relating to an individual's membership or perceived membership in a protected group when the conduct:~~

- ~~1. Has the purpose or effect of creating an intimidating, hostile, or offensive work, business, or academic environment;~~
- ~~2. Has the purpose or effect of substantially interfering with an individual's work, business, or academic performance; or~~

### ~~C. General Harassment~~

~~**Definition.** General harassment is defined as unwelcome repeated conduct or communication directed towards an individual which:~~

- ~~1. Has the purpose or effect of creating an intimidating, hostile, or offensive work, business, or academic environment;~~
- ~~2. Has the purpose or effect of substantially interfering with an individual's work, business, or academic performance.~~

~~The District reserves the right to investigate any complaint filed under this section on a case-by-case basis.~~

### ~~D. Sexual Violence~~

~~**Definition.** Sexual violence is any sexual contact without consent. Sexual contact includes, but is not limited to, touching of either party's primary genital area, groin, inner thigh, buttocks, or breast, including the clothing covering these areas, as well as, anal, vaginal, or oral penetration, with a body part or an object. Sexual violence includes contact between individuals of all genders.~~

~~Consent is verbal active permission from both parties to engage in a particular sexual act without the presence of coercion, intimidation, physical force, or trickery. Consent is only applicable when there is a balance of power. Consent is not affected by a prior social relationship, nor is denial of consent contingent upon physical resistance to the act.~~

### ~~E. Protected Groups Violence~~

~~**Protected Groups:** Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any and All Other Protected Groups as identified by state and/or federal statute.~~

~~**Definition.** Violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, his/her membership or perceived membership in a protected group.~~

## **~~F. Assault~~**

**~~Definition.~~** Assault is:

- ~~1. An act done with intent to cause fear in another of immediate bodily harm or death;~~
- ~~2. The intentional infliction of or attempt to inflict bodily harm upon another; or~~
- ~~3. The threat to do bodily harm to another with present ability to carry out the threat.~~

## **~~II. RETALIATION~~**

~~Retaliatory or intimidating conduct against any individual who has made a harassment or violence complaint or who has testified or assisted in any manner in an investigation is specifically prohibited. ISD 709 will investigate and, if appropriate, discipline or take appropriate action against any students or school personnel who retaliates against any person because the person:~~

- ~~1. Reports sexual, sexual orientation, gender identity, gender expression, racial/ethnic, religious, or disability harassment or violence;~~
- ~~2. Testifies, assists, or participates in an investigation or in a proceeding or hearing relating to harassment or violence;~~
- ~~3. Opposes a practice prohibited by this policy; or~~
- ~~4. Associates with people who are specifically protected by this policy. (Based on sex, sexual orientation, gender identity, gender expression, race/ethnicity, religion, or religious practices, disability.)~~

~~Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.~~

## **~~III. CONFIDENTIALITY~~**

~~ISD 709 will respect the confidentiality of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with ISD 709's legal obligations to investigate, to take appropriate disciplinary action, and to comply with any discovery or disclosure obligations, including valid requests for data under the Minnesota Government Data Practices Act.~~

## **~~IV. INDIVIDUALS COVERED BY THIS POLICY~~**

~~All teachers, teaching assistants, coaches, administrators, School Board members, contract employees, guest speakers, volunteers, janitorial or cafeteria staff, independent contractors, community members participating in school activities, or any other school personnel, as well as current students are bound by this policy. This policy equally protects male and female students/employees from harassment or violence—including when males harass males or when females harass females.~~

## **~~V. FORMAL COMPLAINT PROCEDURES~~** (In cases of sexual harassment/violence, and sexual orientation harassment/violence, please utilize specific protocol.)

~~Any person who believes they have been the victim of sexual, sexual orientation, ethnic/racial, religious, and/or disability harassment or violence by a pupil or other~~

~~school personnel of ISD 709, or any person with knowledge or belief of conduct which may constitute sexual, sexual orientation, ethnic/racial, religious, or disability harassment or violence toward a pupil or school personnel should report the alleged acts immediately to an appropriate ISD 709 official designated by this policy. Such persons are also encouraged to seek corrective action by telling the individual instigating the harassment to stop. Any third person with knowledge or belief of conduct, which may constitute sexual, sexual orientation, ethnic/racial, religious, or disability harassment or violence should report the alleged acts to an appropriate ISD 709 official as designated by this policy. ISD 709 encourages the reporting party or complainant to use the report form available from the principal of each building or available from the ISD 709 office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the Senior Human Resources Manager or to the Superintendent.~~

~~**A. Form of Complaint.** Complaints of harassment will be accepted verbally or in writing. Anonymous complaints will be accepted and investigated to the extent possible. Complaint forms are available in the ISD 709 office, and in each school's principals' and counselors' office. A copy of the form can also be found in the student handbook. A report need not be made on an official form in order for the administration to accept it.~~

~~**B. Reporting the Complaint.**~~

- ~~1. A student, who believes they have been a victim of harassment or violence by any individual covered by this policy, may report the alleged harassing behavior to any school personnel.~~
- ~~2. Any person who believes he or she has been the victim of sexual, sexual orientation, gender identity, gender expression, ethnic/racial, or religious harassment or violence by a pupil or school personnel of ISD 709 should report the alleged acts immediately to an appropriate ISD 709 official designated by this policy.~~
- ~~3. ISD 709 encourages the reporting party or complainant:
  - ~~a. Whenever it is a safe or reasonable alternative, to first seek corrective action by telling the individual initiating the harassment to stop.~~
  - ~~b. To use the report form available from the principal of each building or available from the ISD 709 office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the Senior Human Resources Manager or to the Superintendent.~~~~
- ~~4. The building principal is the person responsible for receiving oral or written reports of harassment or violence under this policy at the building level.~~
- ~~5. Any person with knowledge or belief of conduct which may constitute harassment or violence as defined in this policy should report the alleged acts immediately to an appropriate school district official designated by this policy.~~
- ~~6. Any ISD 709 personnel who receive a report of harassment or violence under this policy is obligated to report the incident in writing to the building principal immediately.~~
- ~~7. If a complainant is uncomfortable bringing the report to the building principal, he or she may report directly to the Senior Human Resources Manager or to the Superintendent.~~
- ~~8. Upon receipt of a complaint involving an ISD 709 personnel, the building principal must notify the Senior Human Resources Manager immediately. The principal may request, but may not insist upon a written complaint. A written~~

~~statement of the alleged facts will be forwarded as soon as possible by the principal to the Senior Human Resources Manager. If the complaint was given verbally, the principal shall personally reduce the report to written form and file it with the Senior Human Resources Manager within 24 hours. Failure of the principal or other adult ISD 709 personnel to forward any harassment or violence report or complaint as provided herein may result in investigation and disciplinary action as appropriate.~~

- ~~9. If the report involves the building principal, it should be made or filed directly with the Superintendent or the Senior Human Resources Manager.~~
- ~~10. Failure to act on a report involving ISD 709 personnel will result in an investigation and disciplinary action as appropriate.~~

~~**C. Content of the Report.** A report of harassment or violence in violation of this policy shall include the following information, if known:~~

- ~~1. The name of the complainant;~~
- ~~2. A brief description of the offending behavior—including times, places, and names;~~
- ~~3. The name of or identifying information about the alleged perpetrator; and~~
- ~~4. The names or descriptions of any witnesses to the harassment or violence.~~

~~**D. Processing of Complaints.** The designated investigator for each report, whether a member of building administration, a third party, the Senior Human Resources Manager or the Superintendent, is responsible for overseeing the processing of the harassment or violence complaint. The investigator shall conduct an investigation of the charges and attempt to resolve the matter in a timely fashion.~~

- ~~1. **Early Resolution.** Early Resolution allows the parties (complainant and respondent an opportunity to resolve the complaint with a third party mediator. If both parties are willing to try this approach, and it is determined that early resolution is appropriate, mediation will be conducted. The scope and intent of mediation is to get the parties to understand each other, clarify the matter between them, and put an end to the alleged offensive behavior. It is not the mediator's role to determine fault or discipline, or damages.~~

~~The third party mediator will be agreed upon by both parties and is most often the Building Principal, Human Resources Manager, Climate Coordinator, or Designee with mediation training. Agreements to resolve the complaint must be agreed upon and signed by all at the conclusion of the mediation meeting. A summary will be written by the mediator, shared with both parties, and kept with the documented complaint in Human Resources separate from Duluth School District Employment Personnel Records.~~

~~It is within the mandate of the Mediator to receive and examine harassment complaints, to assist disputing parties in coming to resolution, and advise on actions needed to settle the complaint. Any alternative mediator or mediation process will be determined on a case by case basis and is subject to agreement by all parties including the Building Principal and/or Human Resources Manager, Climate Coordinator, or Designee.~~

~~If, after having contacted the third party, either party decides not to proceed with the early resolution approach, his/her wishes will be respected. If no~~

~~agreements are reached, or either party opts out of the mediation prior to agreements being made, the complaint will be processed subject to formal complaint procedures listed below.~~

## ~~2. Formal Process:~~

- ~~a. Timing. The investigator should make a decision about whether the harassment or violence reported can be substantiated as soon as possible. If the investigation exceeds 30 calendar days, the investigator must report the reason that the investigation has exceeded 30 days to the Senior Human Resources Manager, and the Administrator may take over the investigation. If the Senior Human Resources Manager was the initial investigator, the Senior Human Resources Manager must report the reason that the investigation has exceeded 30 days to the Superintendent, and the Superintendent may take over the investigation. An impartial third party may also be appointed to complete the investigation if the 30 day limit is exceeded.~~
- ~~b. Standard of Proof. In determining whether the alleged conduct can be substantiated, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated. Allegations of the harassment and violence will be evaluated using a preponderance of the evidence standard—meaning that prior to imposing any sanctions the investigator must conclude that it is more likely than not that the harassment or violence occurred.~~
- ~~c. School District Action. If warranted, based on results of the investigation, ISD 709 will take appropriate action. Such action will be taken in accordance with the Pupil Fair Dismissal Act, ISD 709 policies, any applicable Collective Bargaining Agreements, and other Minnesota and federal laws. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge.~~
- ~~d. Release of Data to the Complainant. Consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statute Section 13.01 et seq., the results of the School District's investigation will be made available to the complainant. The information provided to the complainant and the timing of the dissemination of information may be significantly limited by the requirements of the Minnesota Government Data Practices Act, and in certain circumstances, by the attorney client privilege and/or the attorney work product doctrine.~~
- ~~e. Release of Data to the Subject of the Investigation and Others. The release of data regarding a harassment or violence complaint, including data regarding the resultant investigation and ISD 709 action, shall be governed by the requirements of the Minnesota Government Data Practices Act. In certain circumstances, the Government Data Practices Act may require the classification of the data as private and/or confidential. In certain circumstances, data may also be protected by the attorney client privilege and/or may constitute attorney work product. When allegations of harassment are made against an employee, the employee does not have access to data that would identify the complainant or their witnesses if ISD 709 determines that the employee's access to the data would:
  - ~~1) Threaten the personal safety of the complainant or witness; or~~
  - ~~2) Subject the complainant or witness to harassment.~~~~

~~If the disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary to prepare for the proceeding.~~

- ~~f. Appeals. Either party involved in the report who is dissatisfied with the investigation or resolution of an allegation of harassment or violence may appeal in writing to the Senior Human Resources Manager or the Superintendent within ten (10) days of receiving written notice of the outcome of the investigation.~~
- ~~g. Submission of a Complaint or Report. Submission of a good faith complaint or report of sexual, sexual orientation, gender identity, gender expression, racial/ethnic, religious, or disability harassment or violence by a student or school personnel will not affect the complainant or reporter's future employment, grades, access to educational or school activities or work assignments. ISD 709 does not tolerate retaliation as a result of the submission of a complaint or report.~~

#### **VI. NON-EXCLUSIVITY**

~~The internal procedures and remedies outlined in this policy are not the only options available to a complainant. Participation in the school's procedure is not a prerequisite to pursuing other legal or governmental remedies. In other words, a complainant may use the school's grievance procedure and then, whether they obtain a satisfactory finding or not, may file a suit in court under any applicable federal, state, or local law. He or she also may forego the internal procedure and directly pursue legal or administrative remedies, or may pursue both internal and external remedies simultaneously. External avenues of recourse may include filing charges with the Minnesota Department of Human Rights, the Equal Employment Opportunity Commission, initiating civil action or seeking redress under state criminal statutes and/or federal law.~~

#### **VII. INTENT**

~~The fact that someone did not intend to harass or commit an act of violence against an individual is generally not considered a defense to a complaint of harassment or violence. In most cases, the effects and characteristics of the behavior determine if that behavior constitutes harassment or violence.~~

#### **VIII. HARASSMENT VIOLENCE AS ABUSE**

~~Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, ISD 709 shall comply with mandatory reporting requirements under Minnesota Statute Section 626.556, Reporting of Maltreatment of Minors and Minn. Statute Sections 121A.0695, Prohibiting Intimidation and Bullying. The statutes can be found on the Internet at <http://www.leg.state.mn.us/>.~~

~~Nothing in this policy will prohibit ISD 709 from taking immediate action to protect victims of alleged sexual, sexual orientation, gender identity, gender expression, racial/ethnic, religion or religious practices, or disability harassment, violence as abuse.~~

**~~IX. DISSEMINATION OF POLICY AND TRAINING~~**

~~This policy will be distributed to all students and volunteers and to all employees, administrators, and independent contractors at the time of entering into the person's employment contract.~~

- ~~A. This policy, or a summary of this policy, shall be conspicuously posted throughout each school building in areas accessible to pupils and staff members. ISD 709 shall conspicuously post the name of the Senior Human Resources Manager and Climate Coordinator contact information, including mailing address and telephone number in each ISD 709 school building.~~
- ~~B. This policy shall be made available in each principal's office and in the ISD 709 Office.~~
- ~~C. This policy shall appear in the student handbook.~~
- ~~D. All ISD 709 employees and students who subsequently become part of the educational community shall be informed of this policy during their orientation. All non student recipients of this policy, now or in the future, shall be required to sign an acknowledgment form indicating that they have read this policy, understand it, and agree to abide by it.~~
- ~~E. Each administrator shall be responsible for promoting understanding and acceptance, monitoring of, and compliance with state and federal laws, board policies, and procedures governing harassment and violence in his or her building.~~
- ~~F. ISD 709 will provide policy training, including discussions of this policy with students and school personnel.~~
- ~~G. This policy shall be reviewed at least annually for compliance with state and federal law.~~

~~Cross References: Policy 413 (Prohibiting Harassment and Violence)  
Resolution 413.IR (Harassment Complaint Form)~~

~~Replacing: Resolution 4015R~~

~~Accepted: 05-19-2015~~

~~**04-19-206 ISD709** (Renumbered only)~~

## **7070726 THE BIDDING PROCESS**

### **I. PURPOSE**

Bids, RFPs and quotes are obtained to ensure fair competition and transparency in the procurement process. Suppliers and/or contractors are invited to submit bids or proposals meeting predetermined specifications. This allows for evaluation of pricing and criteria to select the most suitable vendor.

#### Bids/RFPs/Quote Specifications

Specifications must be drawn and bids solicited for any work to be performed under contract or for the purchase of material and supplies of \$175,000 or more. RFPs/Bids are obtained for contracts from \$25,000 to \$174,999 and quotes must be secured if the contract is \$24,999 or less. The Deputy Clerk of the School Board shall receive all bids and or RFPs and shall report the findings to the School Board. The School Board shall then indicate its decision on bids and or RFPs received at an official meeting of the School Board.

#### Advertising and Soliciting

All bids shall be advertised through the Business and Finance Office of the School District; the official media for advertising is the Duluth News-Tribune. Additional notifications shall be included in other appropriate publications.

#### Plans and Specifications

Subsequent to the approval by the School Board, plans for the project shall be disbursed to interested bidders by the architect. Two sets of working plans and specifications shall be delivered to the Director of Business and Finance.

#### Time for Preparation of Bids

Minimum time periods for bidding are established by the Director of Business and Finance and the architect.

#### Receiving and Opening Bids

The School Board establishes the following guides to procedure for receiving construction and purchasing bids:

1. The **Deputy** Clerk of the School Board shall designate the time and place for receiving bids.
2. The bids will be received, opened, and tabulated in the presence of the following:
  - a. The **Deputy** Clerk of the School Board or a person designated by him/her, in writing, who shall serve as chairman.
  - b. A person designated by the **Deputy** Clerk of the School Board to record the minutes, and such minutes shall be reported to the School Board at the next regular School Board meeting.
  - c. The purchasing agent or a person designated by him/her.

#### Rejection of Bids

Should the low bidder: (1) have bid in excess of the budget for the project, (2) be determined as not reliable, or (3) have failed to provide the necessary bid security, the bid shall be rejected through School Board action upon recommendation of the Business Services Committee. The School Board reserves the right to withhold the bidder's "good faith" guarantee if the bidder fails to meet the conditions of the submitted bid.

Withdrawal of Bids

The conditions under which a bidder may withdraw a bid are detailed in the specifications for the general construction work (DBS 7233).

**Legal References:**    ~~MSA-123.37~~  
                              Minn. Stat. A 471.345 (Uniform Municipal Contracting Law)

Adopted:            06-09-1970 ISD 709

Revised:           06-20-1995 ISD 709

**525 VIOLENCE PREVENTION [APPLICABLE TO STUDENTS AND STAFF]**

**I. PURPOSE**

This policy acknowledges that violence is a critical issue for schools to address. The Duluth school district will establish and implement measures to ensure a safe and disruption-free learning environment for all students and staff.

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, as outlined in the ISD 709 Student handbook under level 4 conduct, 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 (Policy 506).
- 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.

- 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.

- T. Promote the safe storage of guns in accordance with [School Board Resolution](#) for the safe storage of weapons.

## 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, restorative practices, relationship skills 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)  
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**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)  
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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)

First Reading: 02.25.25  
Second Reading: 03.13.25  
Third Reading: 04.15.25  
Approved: 04.22.25

## **525 VIOLENCE PREVENTION [APPLICABLE TO STUDENTS AND STAFF]**

### **I. PURPOSE**

This policy acknowledges that violence is a critical issue for schools to address. The Duluth school district will establish and implement measures to ensure a safe and disruption-free learning environment for all students and staff.

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, as outlined in the ISD 709 Student

handbook under level 4 conduct, 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 (Policy 506).
- 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.
- T. Promote the safe storage of guns in accordance with School Board resolution for the safe storage of weapons at home and school ground.

**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.
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**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).

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 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)  
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 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)  
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**Cross References:**

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MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)

First Reading: 02.25.25  
Second Reading: 03.13.25  
Third Reading: 04.15.25

**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.~~

This policy acknowledges that violence is a critical issue for schools to address. The Duluth school district will establish an implement measures to ensure a safe and disruption-free learning environment for all students.

**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, as outlined in the ISD 709 Student handbook under level 4 conduct, 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.
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#### **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.
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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.
- T. Promote the safe storage of guns in accordance with School Board resolution for the safe storage of weapons at home and school grounds.

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- 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.
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- C. Students will be provided with information as to school district and building rules regarding weapons and violence.
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MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)

First Reading: 02.25.25  
Second Reading:

**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.
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- 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)  
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MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)

First Reading: 02.25.25  
Second Reading:

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

MSBA/MASA Model Policy

525

Orig. 1996

Rev.

Revised: \_\_\_\_\_  
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.
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- 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).
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- 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.
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- C. Students will be provided with information as to school district and building rules regarding weapons and violence.
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MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)

## Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

### Agenda

Tuesday, April 8, 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
      - a. 24/25 Concurrence/Non-Concurrence- School Board Response- DRAFT 2
    - 2) Supporting Every Student
      - a. Denfeld High School BARR Program Update 17
      - b. Duluth Head Start Annual Approvals 31
      - c. Duluth Promise 60
    - 3) Improving Systems - N/A
  - B. Budget Update
    - 1) FY26 Proposed Budget 68
  - C. Other
4. **ADJOURN**

**COW Agenda Cover Sheet****Meeting Date: April 8, 2025****Topic: Drafted School Board's Response to the 2024-2025 Vote and Resolution of Non-Concurrence****Presenter(s): Anthony Bonds, Assistant Superintendent and Sheila White, AIE Coordinator****Attachment: Yes****Brief Summary of Presentation or Topic (no more than a few sentences):**

The American Indian Parent Advisory Committee issued a vote and resolution of non-concurrence on February 25, 2025. State Statute requires a Board response within 60 days. The provided document is a draft of the School Board's Response. The finalized document will be presented during the regular School Board meeting on April 22, 2025.

**This Requires School Board Approval : No**

## School Board's Response to the 2024-2025 Vote and Resolution of Non-Concurrence

<p><b>1. Recommendation</b></p>	<p>We recommend providing the opportunity for AIPAC committee members to tour all sites where we currently have American Indian Liaisons. We recommend inviting school board members to attend the tour alongside the advisory board. We recommend inviting other interested parties, i.e., the Duluth Indigenous Commission, to attend the tour.</p>
<p><b>Response</b></p>	<p>Sheila White, American Indian Coordinator, will set up tours and invite interested parties. The following action steps have been planned:</p> <ul style="list-style-type: none"> <li>● Sheila White requested detailed weekly schedules from all 6 Liaisons by February 11, 2025. All schedules were received and reviewed to begin planning for the tour for mid-to-late April.</li> <li>● Tour times will be scheduled when Liaisons are not meeting with their students. A google poll will be sent to the AIPAC and invited stakeholders to choose the dates/times that will work for them.</li> <li>● Dates and times of the tours will be set at the next Liaisons Monthly meeting and a tour draft completed on April 4, 2025.</li> <li>● Tentative plans: Tours will take place the last two weeks in April or First week in May depending on Liaisons' schedules/activities. There will be 2 tour groups; Morning Group 1 West side schools; Laura MacArthur, Stowe, Denfeld HS, Lincoln Park and Afternoon Group 2 East side schools; East HS, Ordean East, ALC. Sheila will lead the tours and document participants and debrief with the groups after each visit; AIPAC questions include: Where are liaisons and American Indian Education staff located? Do they have adequate space? Are they sharing space with other programs? Do the spaces appear to represent and be inclusive to the indigenous cultures they are supporting?</li> <li>● Invited stakeholders: Duluth Indigenous Commission- March 13, 2025; Left a message and emailed contact person listed on website for information on who I would contact to invite them to the tour, Fond Du Lac Tribal and school board members will be invited.</li> <li>● Sheila will present responses from the tour to the AIPAC at the May/June meeting.</li> </ul>
<p><b>2. Recommendation</b></p>	<p>We recommend implementing an action plan by the 4th quarter of SY 2024-2025 that identifies American Indian students who need additional transportation support and utilize district vans/drivers to intentionally target American Indian students that need additional transportation support to get to school.</p>

<b>Response</b>	In late April, the district will initiate a survey asking families to share if they have transportation challenges. This data will be used to determine the viability of additional transportation options.
<b>3. Recommendation</b>	We recommend utilizing the American Indian Education Coordinator, the various American Indian parent committee members, and the local Indigenous community such as AICHO, local Tribal Urban Offices, and The Duluth Indigenous Commission to assist in vetting Professional Development opportunities and curriculum. District wide Professional Development (PD) must not solely come out of American Indian Education Aid funds and must be used proportionally while achievement gaps exist.
<b>Response</b>	Sheila White and Annie Schilling will collaborate to develop the Professional Development (PD) plans for the final PD of the year which is on May 27th and the initial PD Plan draft for the school year 2025-2026. Funding of all PD Opportunities on PD Days (including American Indian focused PD) will be consistently funded from the General PD budget. Plans and development of American Indian focused PD offerings throughout SY 2025-26 will be vetted and sourced in collaboration with AICHO, local Tribal Union Offices, and other area Indigenous organizations.
<b>4. Recommendation</b>	Minnesota Statute 122A.70 requires retention strategies for American Indian educators within the school district. An HR plan has not been shared or discussed with the American Indian parent committees. We recommend providing the statistics within the district about how many American Indian staff we currently employ, how many American Indian applications were received that met minimum qualifications and were not offered interviews, and how many American Indian staff we have lost within the past 2 years.
<b>Response</b>	<p>Sheila White will work with our Human Resources Department to ensure timely posting of vacancies. Please find below comments and initial action steps:</p> <ul style="list-style-type: none"> <li>● A copy of the District's draft Recruitment and Retention Plan was shared with the committee on April 1. This plan includes specific strategies tailored to recruiting and retaining American Indian educators and staff. We are eager to receive your feedback on this draft.</li> <li>● The District currently employs 29 American Indian staff, which represents 1.79% of our total staff.</li> <li>● To date for this school year postings, we have received 16 American Indian applications.</li> <li>● There are 13 American Indian employees that left the District from January 2023 to date.</li> <li>● Due to Equal Employment Opportunity (EEO) guidelines, we are unable to delineate which applications met minimum qualifications and were not offered interviews. EEO data, which includes race and ethnicity, is kept separate from the application review process to ensure impartiality and prevent any potential bias. This separation is standard practice and helps us maintain a fair and equitable hiring process for all applicants. We understand the importance of transparency and</li> </ul>

	<p style="text-align: right;">5</p> <p>are committed to providing you with information we can, while also adhering to legal and ethical guidelines.</p> <ul style="list-style-type: none"> <li>● We are dedicated to working collaboratively with the AIPAC committee to ensure the successful recruitment and retention of American Indian staff across all positions within our district.</li> </ul>
<p><b>5. Recommendation</b></p>	<p>AIPAC is unaware of the funding amount that has been earmarked for the pilot school within a school program known as the “Denfeld Indigenous Cohort”. There has been little to no collaboration or status updates with the American Indian Parent committees. We would like to ensure that the Indigenous Cohort is supported by a licensed American Indian Language and Culture teacher. We recommend providing the criteria for admitting American Indian students into the Indigenous Cohort, the policy for removal from the cohort, and include any additional support for success given to American Indian students after removal and/or prior to removal.</p>
<p><b>Response</b></p>	<p>Doreen AtatiseSkinaway and Sheila White will partner to ensure AIPAC is well informed and the cohort is adequately supported. Please find below comments and initial actions steps:</p> <ul style="list-style-type: none"> <li>● The cohort teacher is paid from the general budget and the Liaison is paid by Title VI. AIE pays for snacks and has paid for 1 field trip to the movie theatre to watch Star Wars in Ojibwe.</li> <li>● The cohort PLC team consists of Amanda Horton, Ojibwe Language Teacher; Jamie De La Cruz, Liaison; Memegwesiikwe, Ojibwe Language Teacher; Aakawe’aashiik, Ojibwe Language and Cultural Coordinator; and Sheila White, Coordinator of American Indian Education. Team members will update on attendance and academic data and program planning at the April 9, 2025 AIPAC meeting. They are also presenting at the May Committee Of the Whole (COW) meeting.</li> <li>● The cohort teacher is a licensed teacher in Communication Arts/Literature, Master of Education and credentials to teach Aanishinaabe Language From the Red Cliff Nation. She is also currently in the process of obtaining her Aanishinaabe Language, Culture and History licensure (K-12).</li> <li>● Students and caregiver(s) in the cohort were given program guidelines and a contract to sign.</li> <li>● The school guidance department works with the cohort program and provides all necessary support.</li> <li>● The Cohort team meets every Thursday to work on reviewing guidelines/policy, areas of improvement and program planning.</li> <li>● Team members have been trained on Educlimber, an interactive system that integrates all whole child data.</li> <li>● Dr. Mary Owen and Mangan H. Golden advise on community based relationships and provide assistance with data collection on focus groups, qualitative data from students, staff, parents and community members.</li> </ul>

<p><b>6. Recommendation</b></p>	<p>We recommend prioritized hiring of open American Indian liaisons and American Indian education department positions and increasing the number of positions hired to ensure manageable caseloads per student count in each building in accordance with current evidence-based literature recommendations. Most evidence-based recommendations are 1/30 students per caseload or less.</p>
<p><b>Response</b></p>	<p>Sheila White will work with our Human Resources Department to ensure timely posting of vacancies. Please find below comments and initial action steps:</p> <ul style="list-style-type: none"> <li>● Anthony Bonds, Assistant Superintendent, has started discussions with HR on the requirements for hiring a permanent full-time Coordinator for the AIE Department.</li> <li>● One American Indian Home School Liaison position was posted on Frontline on March 17, 2025 with a deadline on March 31, 2025.</li> <li>● Sheila will meet with Liaisons for their input on a manageable caseload for their building.</li> <li>● Sheila will research and reach out to other districts about manageable caseloads for liaisons.</li> </ul>
<p><b>7. Recommendation</b></p>	<p>We recommend counselors implement an action plan to identify the American Indian students within their caseload, identify the Tribal Nation these students belong to and provide targeted opportunities for scholarships and career training to both enrollees and descendants.</p>
<p><b>Response</b></p>	<p>Jen Larva and Sheila White will work together to develop an action plan. Please find below comments and initial actions steps:</p> <ul style="list-style-type: none"> <li>● Identification of these students are limited by self identification by families in our Infinite Campus system.</li> <li>● Counselors will be required to meet with these students individually, informing them that they are welcome to invite family members or liaisons to these meetings or information sessions, as well.</li> <li>● Lists of scholarship opportunities are always available but Career Centers will be asked to identify those open to students who are tribal enrollees and/or descendants.</li> <li>● The district has purchased Career Advisement professional development “seats” for all counselors, career center staff, Integration Specialists, Check and Connect Mentors, and American Indian Home School Liaisons. To date, only 2 AIHSLs have logged into the training to begin.</li> <li>● Information on this training will continue to be shared.</li> </ul>

<p><b>8. Recommendation</b></p>	<p>We are unaware of the locations of dedicated spaces that have been set aside to be utilized by American Indian liaisons and/or American Indian staff. Due to the repurposing of DNT storage, the American Indian Education Department is fiscally responsible for paying for an external storage unit for our materials, records, supplies and cultural items that should be more easily accessible to all American Indian Education staff and students. We recommend the school district assist with an accurate inventory of all American Indian Education Department program materials and supplies, i.e. cultural materials, books, sewing machines, etc and anything bought from American Indian Education Department funds. All items in American Indian Education Department storage need to be inventoried to ensure maximum availability and utilization of previously spent funds on these materials.</p>
<p><b>Response</b></p>	<p>Sheila White will work with the facilities department leadership team to ensure proper storage of materials and artifacts. Please find below comments and initial action steps:</p> <ul style="list-style-type: none"> <li>● Sheila White rented a storage unit with the Title VI budget to have all AIE resources and materials moved from the DNT storage.</li> <li>● Facilities moved 2 truck loads of pallets so far and will be letting the AIE department know when they can move the rest.</li> <li>● Once all AIE materials are moved into the storage unit, Sheila, the AIE clerical and AIPAC volunteers will sort and bar code all materials.</li> <li>● Sheila is looking for a space to store all cataloged materials so that they can be signed out by teachers, students, and AIPAC.</li> </ul>
<p><b>9. Recommendation</b></p>	<p>We recommend providing regular district reports to the AIPAC regarding direct services for American Indian students attendance and academics.</p>
<p><b>Response</b></p>	<p>Sheila will be trained using Educlimber to provide regular attendance and academic reports to AIPAC and work with the Liaisons to support students who are struggling or missing school. All American Indian Home School Liaisons will monitor their students' attendance and academics and provide a monthly report to the AIPAC.</p>
<p><b>10. Recommendation</b></p>	<p>American Indian Education Aid is for American Indian students specifically, until accountability factors are the same or better than non- American Indian peers. We recommend integration specialists intentionally target American Indian students within their caseloads and provide the data about the number of American Indian students that are being served to the AIPAC.</p>
<p><b>Response</b></p>	<p>Integration Specialists are funded through the Achievement and Integration (A&amp;I) plan and allocation. Like the AIE Aid, the A&amp;I Plan</p>

	<p>has State Statutes that must be followed. The A&amp;I plan supports all marginalized students, including American Indian students. Many American Indian students are supported by Integration Specialists. Sheila White will share A&amp;I case load data with the AIPAC at a future meeting.</p>
<p><b>11. Recommendation</b></p>	<p>AIPAC has not received updates from the district in accordance with the MDE timeline. We have not received full meaningful collaboration from the district with meeting minutes, tabling opportunities, events, Tribal Consultation meetings, nor with reserving spaces within the district for meetings, work sessions and posting our meetings on the district website, calendar, social media or parentsquare. We recommend meetings with district representatives and AIPAC members be completed in compliance with the EASIE Title VI Meaningful Collaboration Chart. Per MDE, AIPAC was not provided with ESSA data when developing the American Indian Education plan and budget</p>
<p><b>Response</b></p>	<p>Sheila White will continue to partner with the AIPAC to ensure proper communication and statutory compliance . Regarding AIPAC's concerns regarding communication, timelines, and collaboration, we acknowledge that there is always room for growth and are dedicated to continued improvement. We respectfully disagree with the assertion of a lack of meaningful collaboration, but recognize there are areas for improvement. We remain committed to enhancing our communication protocols and ensuring adherence to established timelines, including those outlined by the MDE. We also acknowledge that two recent changes in district program leaders have impacted our ability to consistently meet these timelines.</p> <p>We commit to a review of our communication practices, including meeting minutes, tabling opportunities, event coordination, Tribal Consultation meetings, and the use of district resources like website postings and ParentSquare. We acknowledge that there was at one rescheduled tribal consultation meeting where an AIPAC member was not invited after the initial meeting was postponed and will ensure that this does not happen again. We will also continue to ensure compliance with the EASIE Title VI Meaningful Collaboration Chart and provide timely access to necessary data, including ESSA data, for the development of the American Indian Education plan and budget. We remain deeply dedicated to rebuilding trust and fostering a more productive partnership.</p>
<p><b>12. Recommendation</b></p>	<p>We recommend ethical stewardship of funding for AI students to ensure program fidelity and accountability. The previous American Indian Education coordinator was not present at the OCT 8th, 2024 quarterly American Indian Education Budget meeting. It is absolutely necessary for the American Indian Education coordinator to be present at such meetings. AIPAC needs to know total salary and fringe for each American Indian Education Department employee by FTE, building and program code. And any reimbursements received from Special Education. As for all other expenses, each building needs to be designated per expense code, not just district wide 005. 005 should only be used if it is truly a district wide expense. All P-card purchases and purchase orders</p>

	<p>need to be brought forward monthly to AIPAC with receipts to ensure fiscal responsibility and fidelity with American Indian Education funds.</p>
<p><b>Response</b></p>	<p>Sheila White and the finance leadership team will continue to work together to ensure fiscal transparency and compliance. Please find below comments and initial action steps:</p> <ul style="list-style-type: none"> <li>● American Indian Coordinator Sheila White has been attending weekly 30 minute meetings with the finance department, since the week of January 13, 2025. The meetings include Skyward and budget (Ufars) training.</li> <li>● Salary and Fringe request. This information has been provided. Please <u>see attached</u>.</li> <li>● The current explanation for the 005 District Wide designation is that the employees are working at different sites throughout the week.</li> <li>● After consultation with the AIE Minnesota Department of Education about bringing forward to the AIPAC all monthly P-card and POs, MDE said that we do not need to provide the AIPAC with that information.</li> </ul>
<p><b>13. Recommendation</b></p>	<p>We recommend that the School Board has an appointed AIPAC delegate reserved for and invited to all school board meetings with an opportunity to have meaningful collaboration with our school board and administrators. We are requesting an official seat at the table.</p>
<p><b>Response</b></p>	<p>We deeply value the dedication and contributions of the American Indian Parent Advisory Committee to our school community. Regarding your request for an official seat at the School Board table, we must adhere to our established governance structure. As a School Board, our non-elected members are limited to our student representatives. This framework ensures compliance with established protocols and maintains the integrity of our decision-making processes.</p> <p>However, we understand the importance of maintaining a strong and collaborative relationship with AIPAC. To ensure thoughtful two-way communication and meaningful collaboration, we have designated a regular board member to serve as the primary liaison with AIPAC. Additionally, the board chair will act as the designated alternate. This assigned board member will regularly report to the full board on all AIPAC-related business, ensuring that your insights and concerns are effectively communicated and considered. We are committed to fostering open and transparent communication and believe this designated liaison will facilitate a productive and valuable partnership.</p>

<p><b>14.Recommendation</b></p>	<p>AIPAC recommends that the district create additional pathways for student success in collaboration with AIPAC, AICHO, 1854 Treaty Authority, and local Tribal Urban Indian offices. These recommendations include; giving seat time to our students that participate in cultural activities offered by these agencies and offices (Assigned to Community Ed and principals); giving a civics credit to our AIPAC student reps that a mirror of AEO/ALC be offered at AICHO for our students at all levels of the district as an alternative to non-Indigenous spaces of learning. Also, to ensure full ability to participate in these programs by providing transportation via the vans purchased and mentioned in Recommendation #2 in this document for this purpose. (See above)</p>
<p><b>Response</b></p>	<p>Over the February break, Denfeld staff worked with students at AICHO and NYS to provide credit and attendance recovery opportunities. This will be repeated in April. MN state standards must be addressed for Civics credit. Also, the Community Education Department is working with curriculum leaders and principals to develop opportunities for students to earn service learning credit and additional elective credits. Additionally, Duluth Adult Education Department provides onsite programming at AICHO for GED and Diploma attainment. Due to licensing and curriculum requirements, a program mirroring ALC/AEO cannot be created at AICHO. However, an outreach program proving an AEO/ALC teacher could be created for after school credit support at AICHO.</p>
<p><b>15.Recommendation</b></p>	<p>AIPAC recommends restorative efforts be made to repair the trust relationship between the district and its American Indian Education parent committees. Volunteer AIPAC members provided more than 30 hours of supplemental meeting time at the district's request since losing our dedicated coordinator in November 2024. AIPAC was not presented with American Indian Education application documents in the appropriate format and/or with the appropriate allocation amount prior to February 11, 2025. Of concern is that budget amendments must be completed by March 1. Tribal consultation dates reported on federal documentation are false. Publicly available district audit information indicates JOM funds have passed through Fond-du-Lac for JOM program expenses, but Parent Committee members are told that we have not requested a JOM reimbursement from our fiscal agent (FDL) for the last 5 years. Publicly available district audit information indicates a restricted American Indian Education balance of \$114,974. Is this carry-over or is this a Special Education reimbursement for American Indian Education Liaisons? No explanation for these discrepancies have been provided.</p>
<p><b>Response</b></p>	<p>Sheila White and the finance leadership team will continue to work together to ensure fiscal transparency and compliance. Please find below comments:</p>

- Pass through language is an audit term that indicates another agency is the fiscal host. Our auditor has also given this statement: “The explanation of “passed-through” would be that the funding didn’t come directly from the U.S. Department of the Interior. It was first awarded to the Fiscal Agency and then “passed-through” to the District as a subrecipient.”
- JOM funds: The invoice and supporting receipts were sent to Fond Du Lac on September 3 of 2024. ([click this link to the email](#)). This information was also shared with JOM Chair Don Melton on January 29, 2025. [See email link](#): A previous American Indian Education Coordinator was attempting to work with Fond du Lac to be the Fiscal Host and Agency and not have #709 as the pass through. This is why invoices had not been sent in a yearly process.
- The \$114, 974 dollars were unspent AIE state funds. These are not Special Education funds. Through the audit process MDE initiated a fund balance account to hold this number. MDE American Indian Education Director and Program Administrator met virtually on February 5, 2005 with the AIPAC, Sheila, and Anthony Bonds and MDE confirmed that unfortunately, we will not receive these funds as the district is in non-concurrence. Please see below:

#### Carry Forward Per MDE:

If a school district or Tribally Controlled School does not expend the full amount of the American Indian education aid in accordance with the plan in the designated fiscal year, they may carry forward and expend up to half of the remaining funds in the following fiscal year. See [Minnesota Statutes 2024, section 124D.81, subdivision 2b](#).

#### Important Previous Year Information:

The carry forward process can be up to half of the previous school year’s unspent funds, not the current year. (Example: \$10,000 unspent, \$5000 may be eligible for carry forward)

To carry forward SY 2023-24 funds for the April 1, 2025 deadline, please submit:

- Carry forward request document
  - Financial Expenditure report 320 for the previous year (FY 2023-24)
  - Budget worksheet for the previous year (FY 2023-24)
- Tribal consultation dates were held on January 9, 2023, May 8, 2023, October 23, 2023 and March 4, 2024 at the Fond du Lac Tribal and Community College.

	<ul style="list-style-type: none"> <li>● MDE training - MDE will be attending the AIPAC meeting on May 7, 2025 to provide training to the AIPAC on roles and responsibilities to help strengthen district and parent partnerships.</li> </ul>
<p><b>16.Recommendation</b></p>	<p>AIPAC recommends utilizing the Indigenous People’s Task Force endorsement of strengthening our communities and students by utilizing methods that are based in Indigenous values and ways of knowing. A vital way of doing this is returning to the first medicines and connecting our students and people to Indigenous healing traditions that have been passed down through the generations since time immemorial. A recent survey of middle school students in Duluth indicated that they were very interested in learning medicine. There is a local medicine gatherer that is willing to teach this. Her name is Natalie Smith.</p>
<p><b>Response</b></p>	<p>Sheila White will partner with American Indian staff and curriculum leaders to accomplish this request. Please find below comments and initial action steps:</p> <ul style="list-style-type: none"> <li>● Information about smudging was shared by Sheila White.</li> <li>● Doreen Atatise-Skinaway reached out to AICHO to see what they can provide for our students. They are willing to visit our schools and run circles focused on indigenous values and ways of knowing. Scheduling visits will be the next step after spring break. The contact person is Darrian Moose.</li> <li>● Doreen Atatise-Skinaway also reached out to Indigenous People’s Task Force to inquire about the Youth Program. The contact person is Brenna Depies.</li> <li>● There are two programs for high school students, Traditional Tobacco and Ikidowinan Theatre .The programs focus on mind, body and medicine for youth. Sheila White and I will visit the Indigenous Task Force in the cities to talk about “Train the Trainer” and continue to network with them to bring the programs to our district.</li> <li>● Dale Uselman is working with the Health Content Specialist and middle school health teachers to plan for embedding learning about first medicines and Indigenous healing traditions into middle school health classes.</li> <li>● Doreen and Dale will continue to collaborate to look into the feasibility of implementing first medicines and Indigenous healing traditions into middle school health classes and/or other programming as possible.</li> </ul>

On Thursday, February 20, 2025, your American Indian Parent Advisory Committee convened to review and discuss the data received from the district to determine whether or not the district has met the needs of American Indian students. 8 voting members were present, effectively establishing a quorum. The AIPAC voted 8-0 Nonconcurrency. As required when issuing a vote of nonconcurrency, the AIPAC discussed and developed the following written recommendations for improvement.

1. We recommend providing the opportunity for AIPAC committee members to tour all sites where we currently have American Indian Liaisons.
  - a. We recommend inviting school board members to attend the tour alongside the advisory board.
  - b. We recommend inviting other interested parties, i.e. the Duluth Indigenous Commission, to attend the tour.
2. We recommend implementing an action plan by 4<sup>th</sup> quarter of SY 2024-2025 that identifies American Indian students who need additional transportation support and utilize district vans/drivers to intentionally target American Indian students that need additional transportation supports to get to school.
3. We recommend utilizing the American Indian education coordinator, the various American Indian parent committee members, and the local Indigenous community such as AICHO, local Tribal Urban Offices, and The Duluth Indigenous Commission to assist in vetting Professional Development opportunities and curriculum. District wide Professional Development must not solely come out of American Indian Education Aid funds and must be used proportionally while achievement gaps exist.
4. Statute 122A.70 requires retention strategies for American Indian educators within the school district. An HR plan has not been shared or discussed with the American Indian parent committees. We recommend providing the statistics within the district about how many American Indian staff we currently employ, how many American Indian applications were received that met minimum qualifications and were not offered interviews, and how many American Indian staff we have lost within the past 2 years.
5. AIPAC is unaware of the funding amount that has been earmarked for the pilot school within a school program known as the “Denfeld Indigenous Cohort”. There has been little to no collaboration or status updates with the American Indian Parent committees. We would like to ensure that the Indigenous Cohort is supported by a licensed American Indian Language and Culture teacher. We recommend providing the criteria for admitting American Indian students into the Indigenous Cohort, the policy for removal from the cohort, and include any additional supports for success given to American Indian students after removal and/or prior to removal.
6. We recommend prioritized hiring of open American Indian liaisons and American Indian education department positions and increasing the number of positions hired to ensure manageable caseloads per student count in each building in accordance with current evidence-based literature recommendations. Most evidence-based recommendations are 1/30 students per caseload or less.

7. We recommend counselors implement an action plan to identify the American Indian students within their caseload, identify the Tribal Nation these students belong to and provide targeted opportunities for scholarships and career training to both enrollees and descendants.
8. We are unaware of the locations of dedicated spaces that have been set aside to be utilized by American Indian liaisons and/or American Indian staff. Due to the repurposing of DNT storage, the American Indian Education Department is fiscally responsible for paying for an external storage unit for our materials, records, supplies and cultural items that should be more easily accessible to all American Indian Education staff and students. We recommend the school district assist with an accurate inventory of all American Indian Education Department program materials and supplies, i.e. cultural materials, books, sewing machines, etc and anything bought from American Indian Education Department funds. All items in American Indian Education Department storage need to be inventoried to ensure maximum availability and utilization of previously spent funds on these materials.
9. We recommend providing regular district reports to the AIPAC regarding direct services for American Indian students attendance and academics.
10. American Indian Education Aid is for American Indian students specifically, until accountability factors are the same or better than non- American Indian peers. We recommend integration specialists intentionally target American Indian students within their caseloads and provide the data about the number of American Indian students that are being served to the AIPAC.
11. AIPAC has not received updates from the district in accordance with the MDE timeline. We have not received full meaningful collaboration from the district with meeting minutes, tabling opportunities, events, Tribal Consultation meetings, nor with reserving spaces within the district for meetings, work sessions and posting our meetings on the district website, calendar, social media or parentsquare. We recommend meetings with district representatives and AIPAC members be completed in compliance with the EASIE Title VI Meaningful Collaboration Chart. Per MDE, AIPAC was not provided with ESSA data when developing the American Indian Education plan and budget
12. We recommend ethical stewardship of funding for AI students to ensure program fidelity and accountability. The previous American Indian Education coordinator was not present at the OCT 8<sup>th</sup>, 2024 quarterly American Indian Education Budget meeting. It is absolutely necessary for the American Indian Education coordinator to be present at such meetings. AIPAC needs to know total salary and fringe for each American Indian Education Department employee by FTE, building and program code. And any reimbursements received from Special Education. As for all other expenses, each building needs to be designated per expense code, not just district wide 005. 005 should only be used if it is truly a district wide expense. All P-card purchases and purchase orders need to be brought forward monthly to AIPAC with receipts to ensure fiscal responsibility and fidelity with American Indian Education funds.

13. We recommend that the School Board has an appointed AIPAC delegate reserved for and invited to all school board meetings with an opportunity to have meaningful collaboration with our school board and administrators. We are requesting an official seat at the table.
14. AIPAC recommends that the district create additional pathways for student success in collaboration with AIPAC, AICHO, 1854 Treaty Authority, and local Tribal Urban Indian offices. These recommendations include -
  - a. giving seat time to our students that participate in cultural activities offered by these agencies and offices
  - b. giving a civics credit to our AIPAC student reps
  - c. that a mirror of AEO/ALC be offered at AICHO for our students at all levels of the district as an alternative to non-Indigenous spaces of learning.
  - d. Also, to ensure full ability to participate in these programs by providing transportation via the vans purchased and mentioned in Recommendation #2 in this document for this purpose.
15. AIPAC recommends restorative efforts be made to repair the trust relationship between the district and its American Indian Education parent committees. Volunteer AIPAC members provided more than 30 hours of supplemental meeting time at the district's request since losing our dedicated coordinator in November 2024. AIPAC was not presented with American Indian Education application documents in the appropriate format and/or with the appropriate allocation amount prior to February 11, 2025. Of concern is that budget amendments must be completed by March 1. Tribal consultation dates reported on federal documentation are false. Publicly available district audit information indicates JOM funds have passed through Fond-du-Lac for JOM program expenses, but Parent Committee members are told that we have not requested a JOM reimbursement from our fiscal agent (FDL) for the last 5 years. Publicly available district audit information indicates a restricted American Indian Education balance of \$114,974. Is this carry-over or is this a Special Education reimbursement for American Indian Education Liaisons? No explanation for these discrepancies have been provided.
  - a. We recommend ensuring that numbers reported on the American Indian Education State Aid Grant application match the information and data provided to AIPAC.
  - b. As part of the restorative process, we recommend providing annual AIPAC training to newly elected and returning committee members and district staff.
16. AIPAC recommends utilizing the Indigenous People's Taskforce endorsement of strengthening our communities and students by utilizing methods that are based in Indigenous values and ways of knowing. A vital way of doing this is returning to the first medicines and connecting our students and people to Indigenous healing traditions that have been passed down through the generations since time immemorial. A recent survey of middle school students in Duluth indicated that they were very interested in

learning the medicines. There is a local medicine gatherer that is willing to teach this. Her name is Natalie Smith.

## COW Agenda Cover Sheet

**Meeting Date:** April 8, 2025

**Topic:** Denfeld BARR Program

**Presenter(s):** Jennifer Wellnitz, BARR Coordinator & Tom Tusken, Principal

**Attachment:** Yes

- [Presentation](#)
- [Coaching Report](#)

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

Update the School Board and District Administration on what the BARR Program is at Denfeld as well as the innovations and interventions created based on data analysis. Provide information on what it takes for BARR to be successful at Denfeld and what our next steps are.

**This Requires School Board Approval :** No

# Denfeld High School BARR Program Update

Jennifer Wellnitz, BARR Coordinator  
Tom Tusken, Principal

## OUR MISSION

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

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## OUR VISION

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

## OUR CORE VALUES

### Learning



Developing a love of learning through life-long inquiry.

### Excellence



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

### Equity



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

### Collaboration



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

### Belonging



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

# What is BARR?

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- Building Assets Reducing Risks
- Developed in St. Louis Park, MN in 1998 due to concerns with 9th grade course failure
- Based on 40 Developmental Assets research from MN based Search Institute
- Now a nationwide evidence based best practice in 350 schools, impacting 360,000 students in 24 states and Washington, D.C. and growing
- Essentially create teams of students and teachers within identified grade(s) who meet weekly to review real time **data** to determine tiered interventions as well as deliver weekly “I Time” SEL (Social Emotional Lessons) to build **relationships**.
- **Data and Relationships are the 2 pillars on which BARR is built.**
- **Meets the district’s mission, vision and core values!**

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# BARR's 8 Interlocking Strategies

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# 2024-25 BARR Data

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**1st Quarter: 9th Grade (34%)**

**10th Grade (34%)**

**2nd Quarter: 9th Grade (44%)**

**10th Grade (34%)**

**Semester: 9th Grade (34%) (38% pre-intervention)**

**10th Grade (33%)**

**3rd Quarter: Coming soon!**

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# Historic Trends with BARR Data

23

- Prior to BARR, 9th Grade failure rates were around 49%.
- With BARR, prior to pandemic, rates hovered between 30-35%
- During pandemic, rates rose to 50-60%
- Since pandemic, rates for 9th and 10th have returned to 30-35%

Denfeld's traditional response has been to host Pause Days to reduce course failure. Students who need additional support remain in class with their teacher, students that don't go to the Media Center with our BARR Coordinator. This intervention traditionally brings failure rate down 15% in the weeks prior to quarter/semester end.

Pause Days continue this year and other interventions are now being developed based on our data analysis as you will see on the next slide.

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# Data Analysis Leads to Interventions this Year

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- **Academic Skills for Success section for Sophomores** created at semester time when a section of math was collapsed
- **1st Semester 9th Grade Rescue Mission** - During the Feb. 12 Opportunity Day, students who had a 1st Semester course failure with a grade between 50 - 59% recovered 45 semester credits!
- **3rd Quarter 9th Grade Rescue Mission** - During the March 26 Opportunity Day, students who were going to fail 3rd Quarter with a grade between 50 - 59% completed work to pass. 75% of identified students participated. The data is being finalized this week.
- **Rescue Mission for students in Grades 10 -12** over spring break at both AICHO and NYS Inc. for those students with 3rd Quarter grades between 50 - 59% completed work to pass. The data is being finalized this week.

\*None of this would be possible without collaboration with our partners in the Community Schools as well as staff members willing to pitch in as well as take risks and trust the process!

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# Data Analysis Leads to Innovation

25

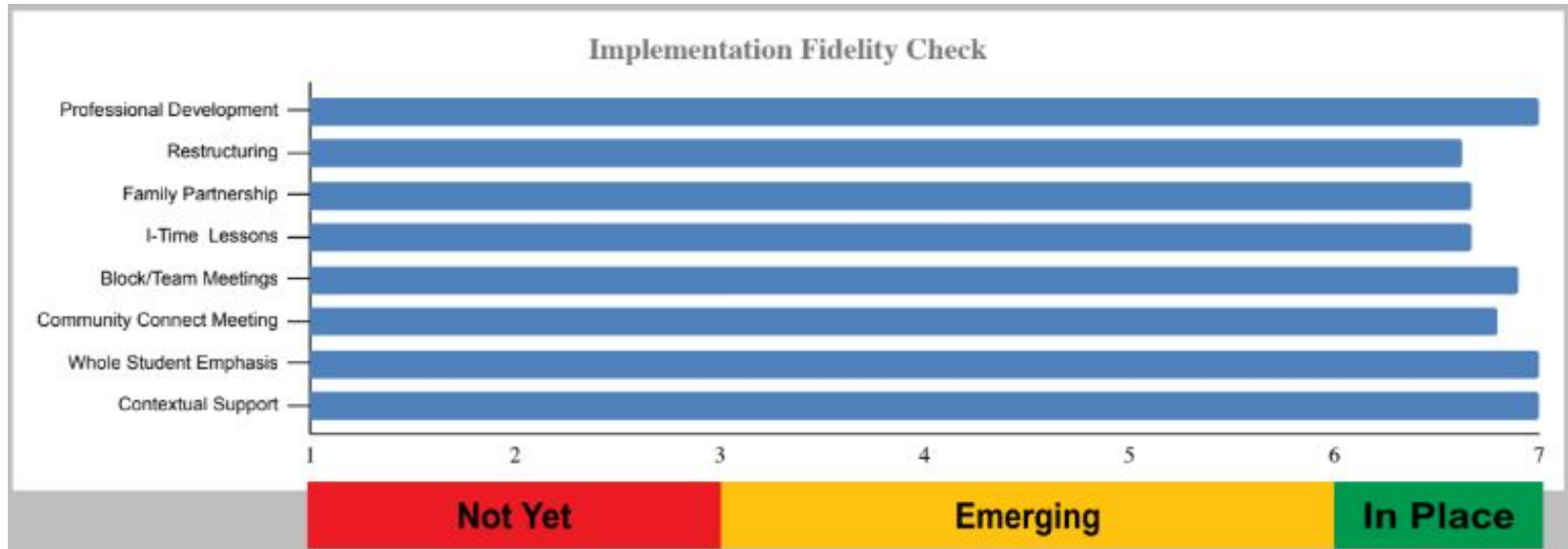
During the 2023-24 school year, BARR data was instrumental in several innovations:

- Indigenous Cohort
- Summer Transition Academy - Held for 3 weeks in August last year. 12 Students earned a full credit (.5 Civics & .5 Phy Ed) before 9th grade even started this year!
- Functional Academics Special Education Program created for students who do not qualify for more support but who are not receiving enough

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# Most Recent Coaching Report

As you can see, Denfeld is fully implemented and continues to refine our practice<sup>26</sup> with the guidance of our Coordinator, Jenny Wellnitz and feedback from our BARR Coach, Angie Johnson.



One recommendation from our coach to improve our Contextual Support was to<sup>185</sup> share information about BARR with the School Board which is why we're here!

# What does BARR take to be successful?

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- District Support - thank you for financial support with our BARR contract as well as systematic support with BARR as a PLC over the years.
- Building Commitment (see next slide)
- Coordinator Leadership (1.0 FTE)
  
- **Dedicated Teachers and Support Staff willing to dig in, persevere and trust us as we evolve!**
- **Students and Families willing to take this journey with us as we evolve!**

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# Thrive by BARR

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Denfeld has been annual subscription with BARR for \$35,000 which is funded with compensatory education and provides the following benefits:

- Biweekly calls and 24/7 availability with coach
- 2 onsite coaching visits
- BARR Recognition as a National School of Excellence **which Denfeld is!**
- New team member training for 5 staff annually
- BARR Network Membership benefits including PLCs for administrator & coordinator and member pricing for annual BARR Conference (As a School of Excellence we can send two staff for free each year.)
- Continued access to online BARR Member Portal for things like “I Time” SEL Curriculum

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## Next steps:

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**Thank you** for adding 2 District / Admin led PLCs per month for a total of 6 has allowed our BARR Program to continue as a PLC by allowing:

- 1 Small Block meeting (just teachers on that team)
- 2 Big Block Meeting (teachers + support staff)
- 2 Content PLCs (integrates BARR teachers w/ non-BARR peers)
- 1 all BARR monthly meeting

**Our ask:** move to total minutes and away from a set number of meetings per month to increase flexibility to fully implement the BARR model at Denfeld while adhering to the contract with small block meetings.

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## Questions?

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- Any questions?
- Comments?
- Concerns?
- Feedback?



**COW Agenda Cover Sheet****Meeting Date:** April 7, 2025**Topic:** Head Start Approvals**Presenter(s):** Sherry Williams**Attachment:** Yes (3)**Brief Summary of Presentation or Topic (no more than a few sentences):**

Three items require approval of the School Board for the FY 26 Head Start Grant:

1. Self Assessment Report
2. Transportation Waiver
3. FY 26 Federal Head Start Grant

**This Requires School Board Approval :** Yes[Self Assessment 2023-24](#)[Transportation Waiver](#)[FY 26 Federal Head Start Grant](#)**This will come forward on the Consent Agenda at the April 22, 2025 School Board Meeting**



# Duluth Head Start

Annual Approvals Needed

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

### Belonging



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



Head Start requires an annual Self Assessment that analyzes progress made toward established goals and addresses any systemic concerns regarding our program. We are required to communicate and collaborate with program staff, parents, and governing body and policy council in the self assessment process. This year's self assessment took place in February.

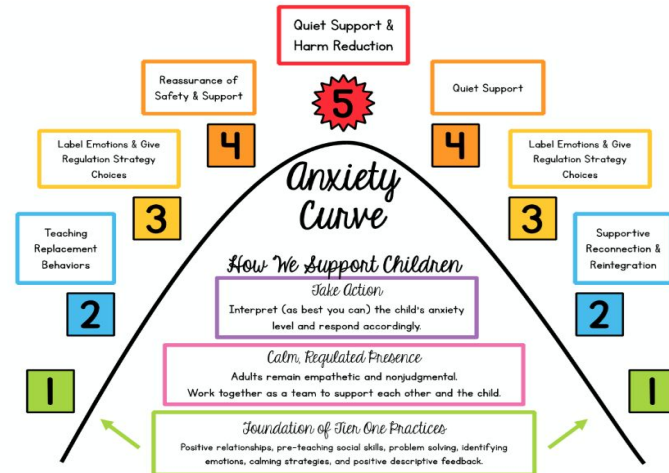
## Self Assessment: Main Points

35

### High Quality Inclusive Classrooms: Navigating Trauma

We continue to see many incidents of physical aggression.  
In response, we have:

- Created Professional Development around this topic
- Created a program wide approach to support teaching teams called the Preschool Support Team



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## Responding to the Unique Needs of Our Community

36

- **Oshki-Inwewin:** a preschool class that incorporates Ojibwe language and culture into programming continues to grow. More than twice as many families have been accepted into the program this year than last year at this time.



# Fostering Resilience with a Focus on Health and Wellness

37

## YMCA Partnership

Our partnership with the YMCA includes:

- 4 full day classes attend Safety Around Water, a 6 week class focusing on skills to prevent drowning
- Day passes for every Head Start family
- Swim classes for parents - new this year! 7 parents attending
- City-wide Father/Father Figure Event at the YMCA. 19 Head Start families attended.



196

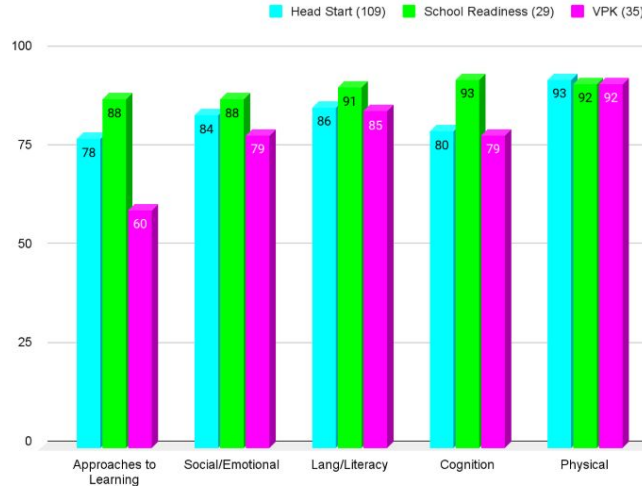
# School Readiness

We expect children to make the following gains from fall to spring:

- 25% growth in Approaches to Learning
- 30% growth in Social Emotional Development
- 25% growth in Language and Literacy
- 35% growth in Cognitive Development
- 35% growth in Physical Development

Percent of Growth from Fall to Spring in 23-24	Approaches to Learning	Social Emotional Dev.	Language and Literacy	Cognitive Dev.	Physical Dev.
Half Days	44%	60%	57%	52%	65%
Full Days	61%	55%	68%	65%	72%

Program Comparison 4 YO's SPRING



## Self Assessment Recommendations:

1. Plan for a smooth transition to a new Head Start Director.
2. Begin a process of visualizing an ideal Head Start program in preparation for a competitive grant.
3. Add a staff interview to Internal Monitoring to catch things that may be happening outside the timeframe of the walkthrough.
4. Encourage and capture family engagement at the site level

39

## Full Self Assessment Report

\*This report requires approval from the Governing Board and Head Start Parent Policy Council

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## Head Start Transportation Waiver

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Voluntary PreK, a funding stream from MDE, requires that transportation be provided to 4 year olds. In Duluth, we extend this to include our 4 year old Head Start students.

Head Start has 2 requirements that we ask to waive in order for this to happen:

1. The use of a child restraint system
2. Bus monitors on board

Safe Delivery of Preschool Students was implemented following a deficiency in this area. Due to this protocol, we have not experienced any similar incidents.

114 four year old children take the bus to school on gen ed buses on any given day.

[Transportation Waiver](#)

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## Federal Grant FY 26

We have received notice that our Federal Grant will go into competition sometime<sup>41</sup> after July 2025. Until then we will extend our current grant goals for another year (continuation grant)

<b>Funding Type</b>	<b>Federal Head Start</b>
Program Operations	\$2,841,531
- Training and Technical Assistance	\$28,958
Federal Funded Enrollment	190
<b>Total Funding</b>	<b>\$2,870,489</b>

Federal Grant FY 26

## Questions?

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- Any questions?
- Comments?
- Concerns?
- Feedback?



## 2023-2024 Duluth Public Schools Head Start Self Assessment Report

### Purpose of Self Assessment

Head Start Performance Standard §1302.102(b)(2)(i) indicates that a program must effectively oversee progress towards program goals on an ongoing basis and annually must conduct a self-assessment that uses program data, and professional development and parent and family engagement data as appropriate, to evaluate the program's progress towards meeting program goals, compliance with program performance standards throughout the program year and the effectiveness of the professional development and family engagement systems in promoting school readiness.

Head Start Performance Standard §1302.102(c)(2)(iv) indicates that a program must use information from ongoing monitoring and the annual self-assessment, and program data on teaching practice, staffing and professional development, child-level assessments, family needs assessments, and comprehensive services, to identify program needs, and develop and implement plans for program improvement.

Questions that helped guide the process were:

- Is our program meeting the Head Start Performance Standards?
- Are our services responding to the changing needs of children and families?
- Are we doing what we need to do, or are we just doing things the way we have always done them?
- Are we achieving the goals we intended?

Duluth Head Start used a process for the self assessment that involved teams to determine success in the following areas:

1. High Quality Inclusive Classrooms: Navigating Trauma
2. Responding to the Unique Needs of our Community
3. Fostering Resilience with a Focus on Health and Wellness
4. Program Management and Quality Improvement
5. Family Engagement and Enrollment

### Program Strengths

Duluth Head Start is a school based program with a mission to create a strong learning community in order to achieve success in the classroom and beyond. Currently located in eight of the nine elementary schools in Duluth, MN, we are spread across this 27 mile long city along the shores of Lake Superior.

We have been in our public schools since 1965 and are staffed with teachers and paraprofessionals who are part of the school district bargaining units. Being compensated as public school employees means we have very low staff turnover, and many of our teaching staff have advanced degrees. Being within a public school also gives us the opportunity to work together with our school district to align initiatives and collaborate with schools directly in finding the best ways to support children and families.

Some of the challenges of this arrangement is that we don't always fit perfectly within the K-12 model. Elements of the union contract need to be viewed differently when looking at early childhood programs. Despite this challenge, our

program does exceptional work preparing children for kindergarten, and helping to make sure kindergarten is ready for young children.

## Methodology

The management team developed a self assessment plan with tasks and timelines. Self Assessment teams analyzed 5 areas:

1. High Quality Inclusive Classrooms
2. Responding to the Unique Needs of our Community
3. Fostering Resilience with a Focus on Health and Wellness
4. Program Management and Quality Improvement
5. Parent, Family, and Community Engagement; Enrollment; Transportation

Until receiving our Notice of Competition, we believed we had entered the final year of this grant, and approached Self Assessment differently. We wanted to celebrate our accomplishments, identify challenges, and articulate which practices to include in our service delivery moving forward.

Each team included coordinators, a parent, a teacher, and various partners with specialized knowledge of the content area. All staff and the entire Parent Policy Council were invited to attend any portion of the Self Assessment.

## Grant Goals and Key Insights

High Quality Inclusive Classrooms involved partnering with Early Childhood Special Education in a more collaborative relationship than previously done. We shared professional development, our staff newsletter, and goals.

The Pyramid Model was introduced to our program in 2017.

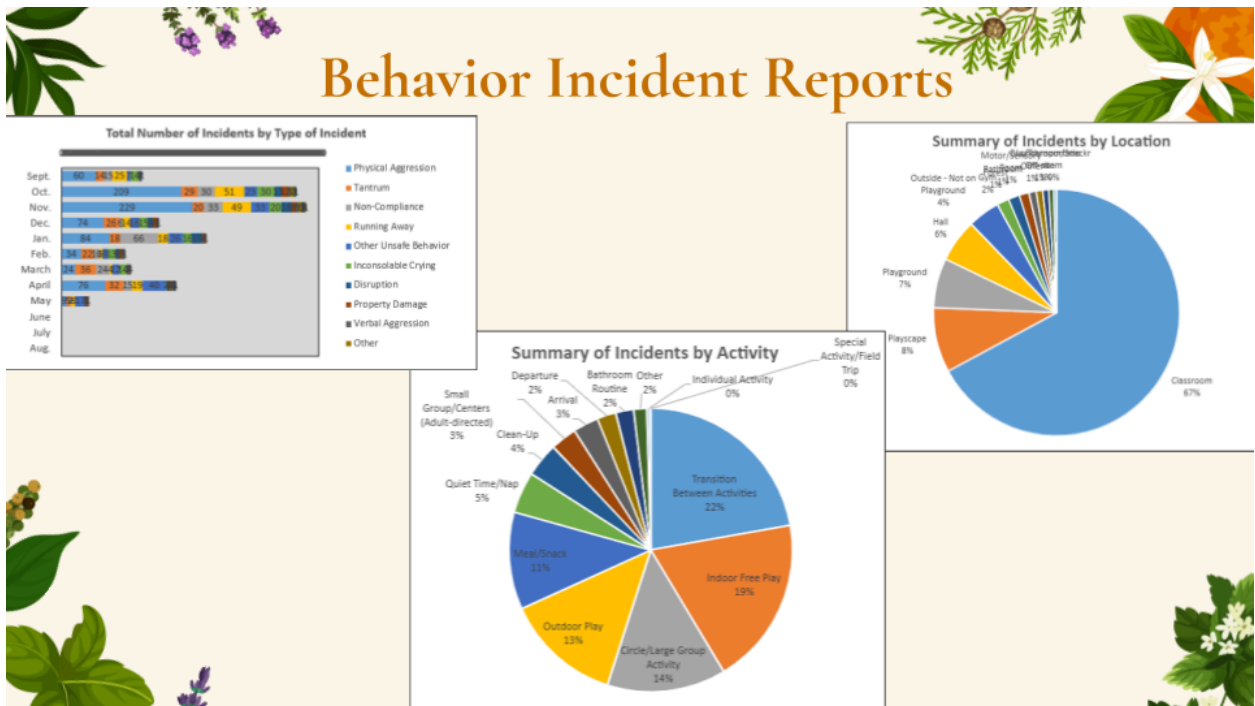
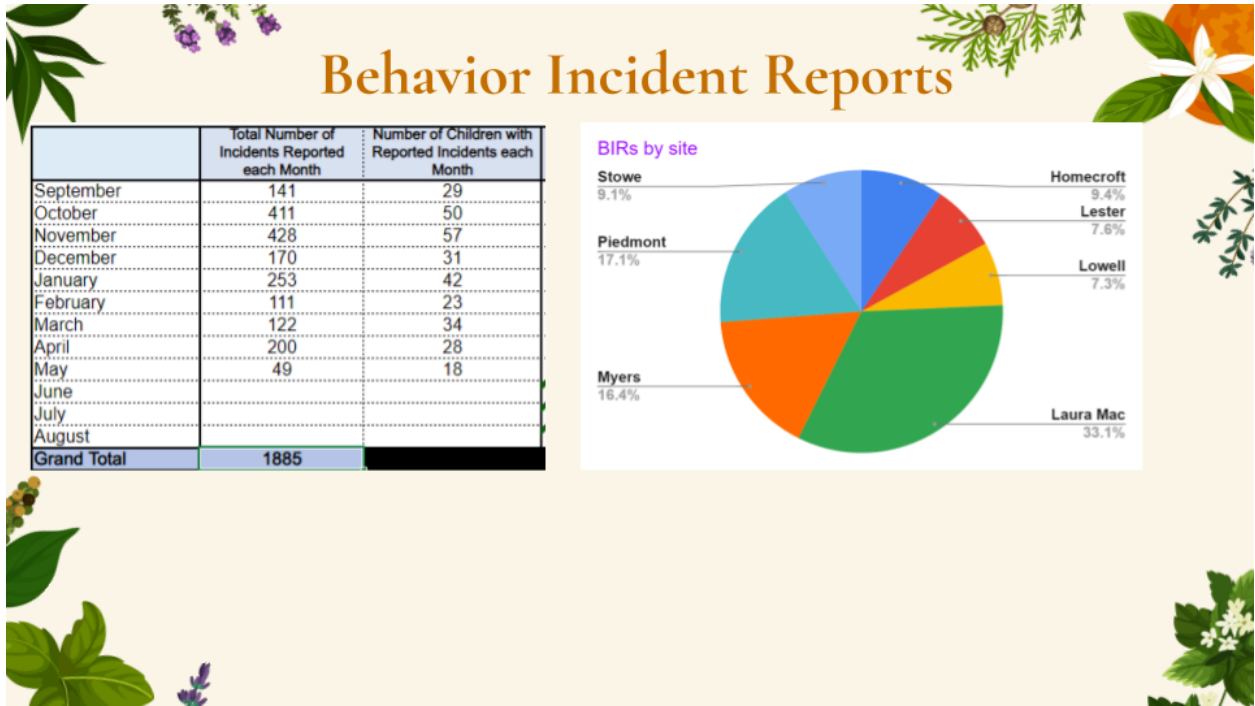
This implementation has been very successful and we find the approach vital to classroom success.

Collecting Behavior Incident Reports allows us to have greater insight into the challenges being faced in individual classrooms. Physical aggression, elopement, uncontrolled tantruming, self harm, and withdrawal are behaviors teachers are required to document. 42% of Behavior Incidents Reports in 2023-24 were for aggressive behavior.

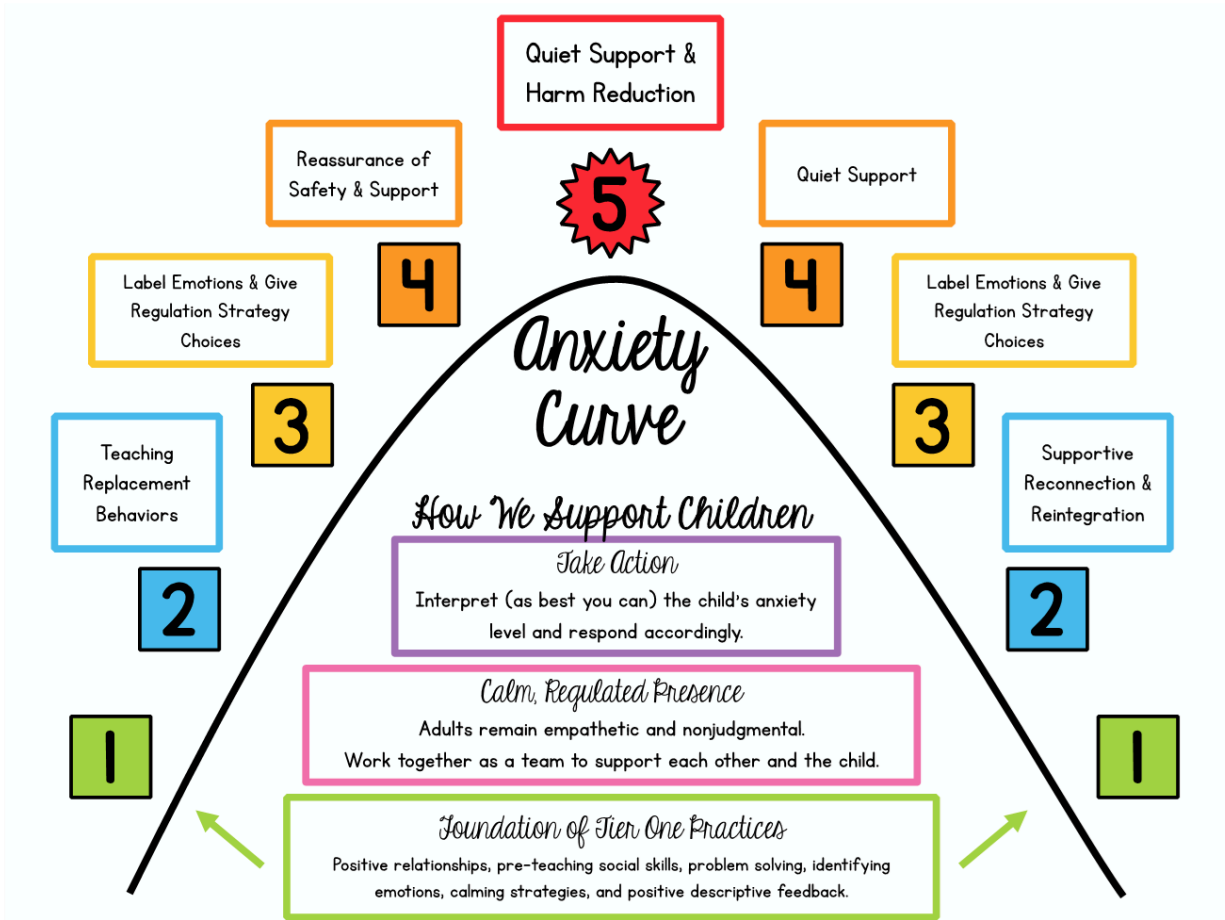
Documentation on these mandatory categories allow us to see not only which children are exhibiting behaviors, but also to identify any patterns of behavior that may be useful in identifying reasons why and appropriate interventions to assist children in gaining necessary skills to decrease the number of behavior incidents.

This data informs the Preschool Support Team, which works with classroom teams to discuss, model, and coach interventions to fidelity. The Preschool Support Team includes the Mental Health Coordinator, Inclusion Coordinator, Education Coordinator, Program Director, and Early Childhood Special Education teacher if the child is on an Individualized Education Plan. This team continues to support and make necessary adjustments to the plan, as needed, to assure the child has what is needed to experience success.

Since this data collection did not exist prior to this grant goal, we are pleased to have such data to guide an unbiased account of how children are doing. When dealing with challenging behaviors, it can be difficult to see changes, as they rarely occur as quickly as teams would like them to.



Physical aggression is the behavior we targeted in professional development, and staff received powerful, effective training on how to respond to dysregulated children based on the Anxiety Curve.



This professional development, along with another topic: Teaching Replacement Behaviors were enthusiastically received by our staff. This PD was designed by staff within our program and will be used as an annual training for how to support children who are dysregulated.

### Responding to the Unique Needs of Our Community

Working with families experiencing poverty means that our students come to school not having had similar experiences available to peers from different socioeconomic backgrounds. This can impact vocabulary, background knowledge, and various aspects of child development. We call this an opportunity gap.

Our program works to close opportunity gaps. Some examples of this are:

- **Nature based programming:** Nature based preschool programs are some of the fastest growing preschool program types in MN and the US. During

the course of this grant, we built 3 Nature Playscapes at schools with the highest concentration of poverty in the Duluth Public Schools.

In addition to the playscapes, we provide children with high quality outdoor gear so they can feel comfortable outside in any weather.

- **Oshki-Inwewin:** This bicultural preschool incorporates Ojibwe language and culture into programming. It draws families from across the city who are interested in having this experience for their children. It is located in an elementary school that houses an Ojibwe language immersion program. Interest in this program continues to grow. Currently, we have more than twice as many families accepted into the program at this time of year than ever before. People from across the city are getting their children to Oshki.
- **Artist in Residence Program:** We partner with the Duluth Art Institute to provide an artist in residence program for full day classrooms. Artists provide an art lesson for 9 weeks and then have an art showcase at the end of the experience. We plan to continue this going forward.
- **Scholarships:** Our program partners with various community partners offering enrichment opportunities for children and families. Several of these have streamlined scholarship applications so that families' participation in Head Start indicates eligibility taking the burden of proof of the family.

Fostering Resilience with a Focus on Health and Wellness

#### **YMCA Partnership:**

Our partnership with the YMCA provides:

- 4 full day classrooms to attend a six week Safety Around Water class during the school day.

- Day passes for every Head Start staff and family
- In spring of 2025, we will add a swim class for Head Start parents - a result of last year's self assessment. This will include childcare. We currently have 7 parents signed up to attend this class.

### **Health and Wellness for Staff:**

Our Health and Wellness Committee provides opportunities for staff to gather outside of work time and participate in wellness challenges and monthly prize drawings.

### **Noticing Good Work:**

After administering Gallup's Employee Engagement questionnaire to all staff we found some areas that provide our program with opportunities for growth. The measure "In the past 7 days I have received recognition or praise for good work" scored a 48%. The measure "In the past 6 months, someone has talked to me about my progress" scored 46%. These measures remind us how important it is for all of us to notice good things when we see them, and how important it is to provide meaningful feedback to employees.

**Reflective Practice:** In analyzing the effectiveness of our Professional Learning Communities, PLC Activators discussed how helpful it was to start PLC meetings with a period of peer reflection. Participants would share what current struggles they were having and peers would offer constructive feedback, even though it may have been outside the focus of the PLC. Reflective Practice such as this, is a common Early Childhood process that helps staff feel supported and seen by peers. We feel this practice has mental health benefits for staff.

## School Readiness

Ultimately, Head Start is a school readiness program.

Rather than target a blanket end of year goal, we establish goals for enrolled children to achieve a certain percentage of growth for each of the developmental domains.

We expect children to make the following gains from fall to spring:

- 25% growth in Approaches to Learning
- 30% growth in Social Emotional Development
- 25% growth in Language and Literacy
- 35% growth in Cognitive Development
- 35% growth in Physical Development

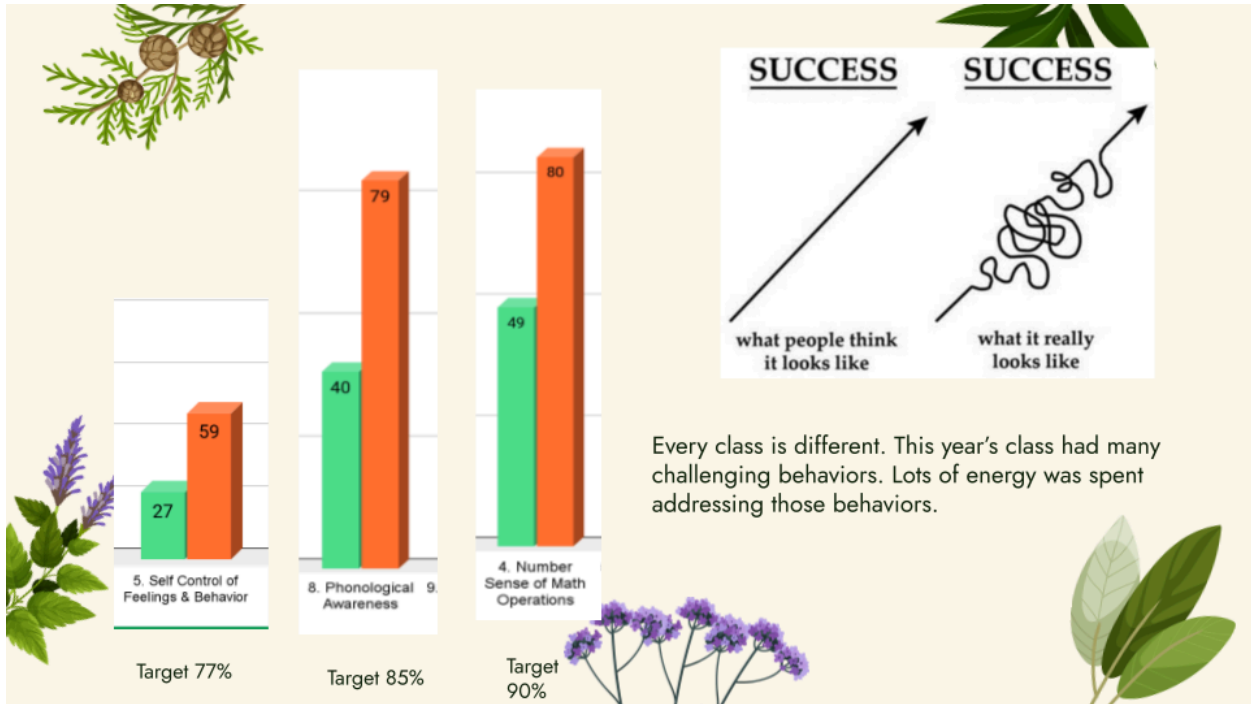
Percent of Growth from Fall to Spring in 23-24	Approaches to Learning	Social Emotional Dev.	Language and Literacy	Cognitive Dev.	Physical Dev.
Half Days	44%	60%	57%	52%	65%
Full Days	61%	55%	68%	65%	72%

Growth in each area ranges from 44-72%

These measures can be further broken down to objectives. Our program also sets goals for the lowest scoring objectives in Approaches to Learning, Language and Literacy, and Cognitive Development. These targets more easily align with established district-wide goals.

\*These are end goal targets that do not consider where children are at as they enter our program.

We fell short of these goals in 23-24.



## Program Management and Quality Improvement

**Federal Monitoring:** We were monitored by the Office of Head Start in the spring of 2024. There was one finding that was corrected regarding Oral Health Determination. Several program strengths were noted including:

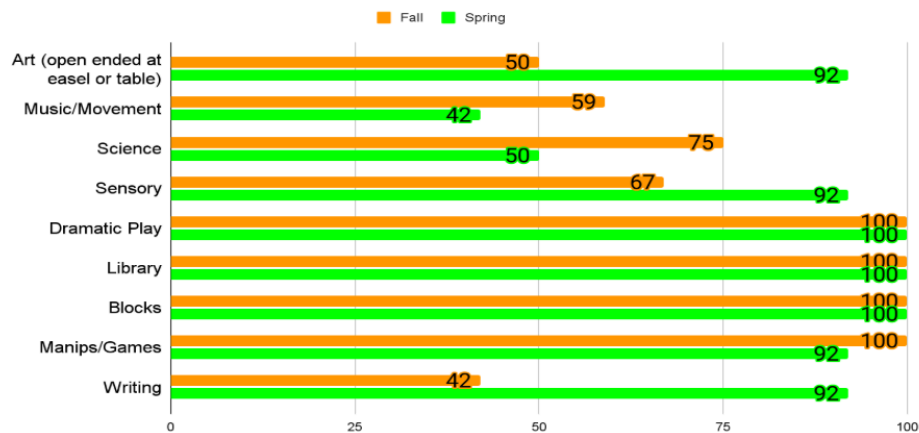
- Formal systems that remove barriers for policy council member participation
- Use of ongoing program data to innovate in the classroom based on needs of individual or subgroups of students
- Regularly offering families information or activities designed to support families' mental health and wellness
- Solicits and uses inputs from families to improve programming
- Provides economic mobility support to help families with pathways out of poverty
- Continuously evaluates the success of recruitment strategies and adjusts strategies as appropriate
- Provides targeted support for children and families who are at risk of low attendance

**Internal Monitoring:** We monitor classrooms twice per year: in the fall and spring. We monitor to see the following:

- Pyramid Model practices are in place
- Evidence of curriculum fidelity
- Active Supervision procedures are in place
- Meals are being served family style

We will add a portion to Internal Monitoring that includes a staff interview, as there are some items not seen simply because of the time of day the monitoring has occurred.

Curriculum Fidelity-12 Classrooms



1302.32 (2) A program must support staff to effectively implement curricula and at a minimum monitor curriculum implementation and fidelity, and provide support, feedback, and supervision for continuous improvement of its implementation through the system of training and professional development.

**Transportation Internal Monitoring:** Transportation is monitored three times per year, at the beginning of the school year, after the winter break, and in April following Spring break

We look to see upon arrival at school that

- Bus vests are being used
- Children are not released until teachers are present
- Staff are maintaining active supervision as they walk children to the classroom
- Drivers have current Release To information

- Drivers are in possession of a current route sheet

At home drop off stops we look to see that

- Parents are going up to the bus to pick children up

When a child is returned to school because an adult was not present, that provides evidence that our plan is being followed.

Bus Concern Forms are used when staff or families have concerns about a parent, driver, or child's behaviors. This form is sent to our Enrollment Coordinator who follows up with them. 42 Bus Concern forms were completed in 2023-24. These were all followed up with by our Transportation Coordinator.

### Enrollment and Family Engagement

We were identified in 2023 as being chronically under enrolled. This was due, in large part, to us limiting enrollment in classrooms struggling with challenging student behavior. Some behaviors made it difficult to keep classrooms safe.

We have since created systems of support to increase the capacity of teaching teams to navigate these challenges.

We have maintained the required full enrollment for the 2024-25 school year.

We also took a hard look at our enrollment process and made improvements where we could. We continue to review our enrollment process annually and have created an action plan to address any concerns that are identified.

A quarterly Office Flow Meeting has been established to create pathways for talking through changes, challenges, and celebrations.

Finally, we have created a recruitment team that meets 2-3 times per year to look at sites that may need strategic recruitment, along with a recruitment timeline to keep us on track with the many tasks involved in launching a new program year.

Family Engagement at the site level has not recovered from the pandemic. Parent Committee meetings at sites have had low attendance (1-2 families), with the exception of the very first one of the year: the Ice Cream Social, held in early October, which had 8-17 families in attendance across all sites.

We have seen success in bringing families together when we invite them from across the city to meet at community sites like the zoo, aquarium, or YMCA. Attendance has ranged from 21- 107. Attendance at many of these events seems to be influenced by the weather.

Attendance at city wide events feels satisfying for family advocates and pleasurable for families, though it does not seem to result in changes to engagement at the site level.

Connecting families to their school site will be a focus moving forward. This needs to be a program wide initiative.

### Noteworthy Additions

The program director will be leaving their position at the end of the year.

There is a \$225,000 budget deficit due to increased cost of salary and fringe benefits that will need to be addressed this year.

Our grant will open for competition sometime the second half of the year due to 2 deficiencies we had post-Covid in our program. Competition allows us an opportunity to redefine how our program responds to identified community needs.

### Recommendations

The following program wide recommendations are recommended for continuous quality improvement.

1. Plan and prepare for a smooth transition to a new Head Start director.
2. Begin a process of visualizing an ideal Head Start program in preparation for competition that both meets current community needs and the Head Start Program Performance Standards.

- 3. Continue to Internal Monitoring, adding a staff interview to determine if any elements are happening at times other than during the walkthrough.
- 4. Encourage and capture data regarding Family Engagement at the site level.

By signing below, this report has been approved by the Governing Board and Head Start Policy Council.

\_\_\_\_\_ Kelly Durick-Eder, School Board Chair

\_\_\_\_\_ Date

\_\_\_\_\_ Kristi Meyer-Fladwell, Policy Council Chair

\_\_\_\_\_ Date



### **Transportation Waiver for Duluth Head Start FY 2026**

- Voluntary PreK is required to provide transportation to and from school for 4 year olds
- Due to this, we are asking that 4 year old Head Start children also be allowed to ride the bus to and from school. We know transportation can be a significant barrier to accessing preschool for families experiencing poverty.
- We are asking to waive the following Head Start regulations:
  - Restraints 1303.71(d) and 1303.72(a)(1)
  - Monitors 1303.72(a)(4)
- Our Parent Policy Council supports this plan contingent on maintaining the following safety provisions:
  - Preschool children will wear reflective vests making them highly visible to the bus drivers and other staff, both to and from school
  - Preschool children will sit in seats closest to the driver
  - An adult must meet the children at the bus door at drop off, and must bring the child to the bus door at pick up. We encourage parents to establish communication with the driver.
  - Unfamiliar designated adults must present an ID to the bus driver when picking up a child from the bus.
  - All Head Start children must participate in a bus safety presentation on the first day of school.
  - Riding the bus is voluntary, so parents may choose to self transport if they prefer.
    - The number of four year olds varies from year to year, but last year 114 preschool children ride the bus on any given day.

We appreciate your commitment to removing barriers for children whose families are experiencing poverty by safely getting preschool children to and from school. We know establishing patterns of regular attendance is very important for school success, and we can directly correlate transportation increased attendance.

By signing below, you are acknowledging that this waiver has been approved.

\_\_\_\_\_ Kelly Durick-Eder, School Board Chair

\_\_\_\_\_ Date

\_\_\_\_\_ Kristi Meyer-Fladwood, Policy Council Chair

\_\_\_\_\_ Date

**Duluth Public Schools Federal Head Start Continuation Grant  
Fiscal Year 2026**

Funding Type	Federal Head Start
Program Operations	\$2,841,531
Training and Technical Assistance	\$28,958
Federal Funded Enrollment	190
<b>Total Funding</b>	<b>\$2,870,489</b>

This is year five of a five year grant cycle. We will compete for our grant for the next grant cycle.

**Broad Grant Goals remain:**

**1. High Quality Inclusion: Navigating Trauma**

- a. Partnership with Early Childhood Special Education

**2. Meeting the Unique Needs of our Community**

- a. Oshki-Inwewin: A program that infuses curriculum with Ojibwe language and perspectives at a site where an Ojibwe Immersion School operates.
- b. Nature Based Programming at all sites
- c. Artist in Residence Program for full day classes

**3. Fostering Resilience with a Focus on Health and Wellness**

- a. YMCA Collaboration: Safety Around Water classes for 72 children annually;
  - i. Family Day Passes for all Head Start families
  - ii. Swim lessons for Head Start parents: 7 parents enrolled
- b. Health and Wellness Opportunities for Families and Staff

By signing below, we approve the federal Head Start grant.

\_\_\_\_\_ Kelly Durick-Eder, School Board Chair  
 \_\_\_\_\_ Date

\_\_\_\_\_ Kristi Meyer-Faldwood, Policy Council Chair  
 \_\_\_\_\_ Date

**COW Agenda Cover Sheet****Meeting Date:** 4/8/2025**Topic:** Duluth Promise**Presenter(s):** John Magas**Attachment:** No**Brief Summary of Presentation or Topic (no more than a few sentences):**

The Duluth Promise represents a robust collaborative effort between multiple educational and workforce development entities. The Duluth Promise offers a comprehensive approach to workforce development by aligning educational pathways with industry needs. Our coalition ensures students receive relevant training and support to succeed in high-demand fields.

**This Requires School Board Approval :** No (Informational)

# Duluth Promise

Committee of the Whole - April 8, 2025

## OUR MISSION

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

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## OUR VISION

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

## OUR CORE VALUES

### Learning



Developing a love of learning through life-long inquiry.

### Excellence



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

### Equity



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

### Collaboration



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

### Belonging



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

# What is the Duluth Promise?

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The Duluth Promise is a coalition of educational institutions and workforce partners committed to building a strong local workforce. We focus on creating clear pathways to employment in high-demand fields.

We are beginning our efforts with a focus on healthcare, manufacturing and business services.

222

# What challenges will we address?

64

- Shrinking Workforce - Duluth's labor force is decreasing, impacting the ability of businesses to find skilled workers
- Skills Gap - There is a disconnect between the skills taught in educational institutions and those required by employers
- Retention Issues - Graduates often leave the area, leading to a loss of talent and economic potential

223

# How will the Duluth Promise address this?

The Duluth Promise offers a comprehensive approach to workforce development by aligning educational pathways with industry needs. Our coalition ensures students receive relevant training and support to succeed in high-demand fields.

Benefits include:

- Strategic Partnerships - Linking education and employers
- Stackable Credentials - Making education accessible, relevant, and supportive of lifelong learning and career advancement
- Community Engagement - Connecting students to the community, encouraging them to stay and contribute to economic growth

# Next Steps

# Questions

**COW Agenda Cover Sheet****Meeting Date:** 4/8/2025**Topic:** FY26 Budget Timeline & Impact Overview**Presenter(s):** Simone Zunich, Exec. Dir. of Finance & Business Services**Attachment:** Yes**Brief Summary of Presentation or Topic (no more than a few sentences):**

The purpose of the presentation is to provide a high level overview of the budgeting process and the multiple opportunities for board input and discussion prior to final adoption of the FY26 budget in June.

**This Requires School Board Approval :** Not this presentation

# FY26 Budget *Timeline & Impact Overview*

Committee of the Whole  
April 8, 2025



The purpose of tonight's meeting is to provide a high level overview of the budgeting process and the multiple opportunities for board input and discussion prior to final adoption of the FY26 budget in June.

## **Objectives:**

- Examine the current context of our budget decision making
- Share timeline, analysis and impact of the proposed FY26 budget
- Provide a high level overview of the key factors that impact our budget
- Review the timeline of future board actions

# How we got here

71

- Significant recent state education funding has helped, but it's not enough to make up for decades of underfunding and to cover increased Duluth Public Schools' operating costs.
- The district also faces several unfunded mandates. These include unemployment costs as of June, July and August of 2026. Paid FMLA (Family & Medical Leave Act) effective January 2026, potential compensatory hold harmless. Other areas to be factored in are the Read Act and other federal mandates that are unknown at this time.
- The cost of nearly all expenses have increased -- salaries, benefits, utilities, transportation, food, and contracted services.

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# Overview of Budgeting Process

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Timeline	Analysis	Impact
<p>Understanding the Situation:</p> <p>Budget Imbalance: The core issue of the deficit budget needs to be addressed.</p> <p>FY26 Focus: The primary objective is achieving a balanced budget for the 2026 fiscal year.</p> <p>Administrative Analysis: Senior leaders are actively reviewing budget reductions and reallocations and how this will impact the FY26 budget. We are also having small group school board meetings in April to help understand the five year impact of our budget.</p>	<p>Strategic analysis of expenditures which include labor, benefits, programming and contracted services</p> <p>Revenue Considerations: State and federal funding. The district is aware of budget recommendations that will be brought forth by the Governor at the end of March 2025. We have received an increase in the basic formula.</p>	<p>Minimizing the budget impact is a key goal for the budget team. We strive to minimize the impact on schools and students for FY26.</p> <p>We will present a budget that is not only balanced for FY26 but also sustainable in the long term. We will consider the potential impact of future economic conditions and enrollment.</p>

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# Initial Forecasting: High Level Overview

73

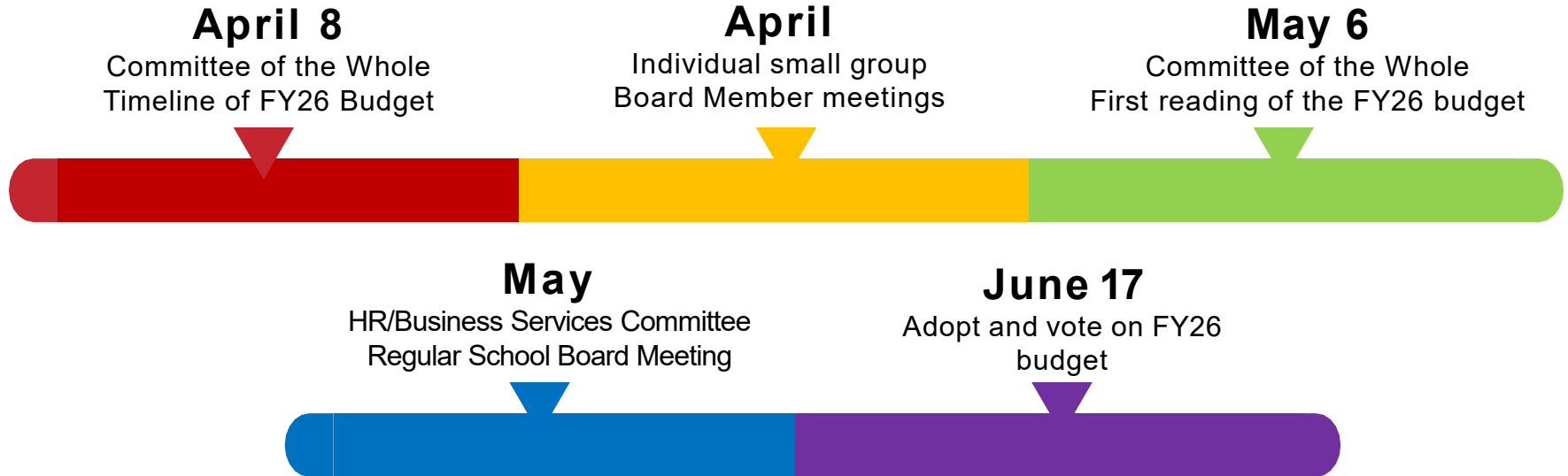
<p><b>Review of Enrollment</b></p> <p>For FY26 an increase of enrollment from 8,068 (FY25) to 8,099 for FY26</p>	<p>Basic formula increase of 2.74% - from \$7,281 to \$7,465 per ADM (Average Daily Membership)</p> <p>Compensatory aid remains consistent with FY25 (we will know more in April)</p>
<p>Special Education Cross Subsidy and Aid combined will increase by 6.73% from FY25</p> <p>Title Aid remains under review</p>	<p><b>Child Nutrition</b></p> <p>FY26 continues to serve free breakfast and lunch to all students</p>

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# Future Board budget discussions and actions

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**We look forward to continuing to discuss the proposed budget with the Finance Committee and School Board on:**



# Questions?

**Policy Committee Meeting**  
 Duluth Public Schools, ISD 709  
 Agenda  
 Tuesday, April 15, 2025  
 District Services Center  
 709 Portia Johnson Dr.  
 Duluth, MN 55811  
 3:30 PM

- |  |    |
|--|----|
| <b>1. AGENDA ITEMS</b>   |    |
| <b>2. POLICIES FOR FIRST READING</b>   |    |
| A. 413 Prohibiting Harassment and Violence (deleting current 413 and adopting MSBA Model Policy) | 2  |
| B. 7070 The Bidding Process (renumbering to 726)   | 21 |
| <b>3. POLICIES FOR SECOND READING</b>  |    |
| A. 525 Violence Prevention   | 23 |
| <b>4. POLICIES FOR REVIEW</b>  |    |
| <b>5. REGULATIONS - Informational</b>  |    |
| <b>6. OTHER</b>  |    |
| A. 413 Form - Harassment Complaint Form  | 43 |

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

MSBA/MASA Model Policy  
413Orig. 1995  
Rev. 202

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

**413 HARASSMENT AND VIOLENCE**

**[NOTE: State law (Minnesota Statutes, section 121A.03) requires that school districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minnesota Statutes, chapter 363A (MHRA). This policy complies with that statutory requirement and addresses the other classifications protected by the MHRA and/or federal law. While the recommendation is that school districts incorporate the other protected classifications, in addition to sex, religion, and race, into this policy, they are not specifically required to do so by Minnesota Statutes, section 121A.03. The Minnesota Department of Education (MDE) is required to maintain and make available a model sexual, religious, and racial harassment policy in accordance with Minnesota Statutes, section 121A.03. MDE's policy differs from that of MSBA and imposes greater requirements upon school districts than required by law. For that reason, MSBA recommends the adoption of its model policy by school districts. Each school board must submit a copy of the policy the board has adopted to the Commissioner of MDE.]**

**I. PURPOSE**

The purpose of this policy is to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability (Protected Class).

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school district prohibits any form of harassment or violence on the basis of Protected Class.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's Protected Class, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's Protected Class.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel found to have violated this policy.

**III. DEFINITIONS**

- A. "Assault" is:
  - 1. an act done with intent to cause fear in another of immediate bodily harm or

death;

2. the intentional infliction of or attempt to inflict bodily harm upon another; or
  3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
  2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
  3. otherwise adversely affects an individual's employment or academic opportunities.

**[NOTE: In 2023, the Minnesota legislature amended the definition of "sexual orientation" in the Minnesota Human Rights Act as reflected in subpart 6 below.]**

- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications
1. "Disability" means, with respect to an individual who
    - a. has a physical sensory or mental impairment that materially limits one or more major life activities of such individual;
    - b. has a record of such an impairment;
    - c. is regarded as having such an impairment; or
    - d. has an impairment that is episodic or in remission and would materially limit a major life activity when active.
  2. "Familial status" means the condition of one or more minors having legal status or custody with:
    - a. the minor's parent or parents or the minor's legal guardian or guardians; or
    - b. the designee of the parent or parents or guardian or guardians with the written permission of the parent or parents or guardian or guardians. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for physical health, safety, or self-care because the individual or individuals are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

**[NOTE: The 2024 Minnesota legislature revised the definition of**

**“familial status.”]**

3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
6. “Sexual orientation” means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.

**[NOTE: The 2023 Minnesota legislature redefined ‘sexual orientation’ in the Minnesota Human Rights Act.]**

7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment

1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:
  - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
  - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or
  - c. that conduct or communication has the purpose or effect of substantially interfering with an individual’s employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
  - a. unwelcome verbal harassment or abuse;
  - b. unwelcome pressure for sexual activity;
  - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;

- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence

- 1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes, section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
- 2. Sexual violence may include, but is not limited to:
  - a. touching, patting, grabbing, or pinching another person's intimate parts
  - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
  - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
  - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to an individual's Protected Class.

**IV. REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of Protected Class by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed

directly with the superintendent or the school district human rights officer by the reporting party or complainant.

D. In Each School Building

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.

F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

G. In the District

The school board hereby designates Theresa Severance, Executive Director of Human Resources and Operations, [theresa.severance@isd709.org](mailto:theresa.severance@isd709.org) as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.<sup>1</sup>

H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.

I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

J. Use of formal reporting forms is not mandatory.

K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

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<sup>1</sup> In some school districts the superintendent may be the human rights officer. If so, an alternative individual should be designated by the school board.

- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

## **V. INVESTIGATION**

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human

rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

## **VI. SCHOOL DISTRICT ACTION**

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

## **VII. RETALIATION OR REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

## **VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights or another state or federal agency, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

## **IX. HARASSMENT OR VIOLENCE AS ABUSE**

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes, chapter 260E may be applicable.

- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

**X. DISSEMINATION OF POLICY AND TRAINING**

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction 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, resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

**Legal References:** Minn. Stat. § 120B.232 (Character Development Education)  
 Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)  
 Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
 Minn. Stat. § 121A.031 (School Student Bullying Policy)  
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
 Minn. Stat. § 609.341 (Definitions)  
 Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)  
 20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)  
 29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)  
 29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)  
 42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)  
 42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
 42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)  
 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
 MSBA/MASA Model Policy 401 (Equal Employment Opportunity)  
 MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)  
 MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
 MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
 MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
 MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)  
 MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)

MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status  
Nondiscrimination)

## ~~413 PROHIBITING HARASSMENT AND VIOLENCE~~

### ~~GENERAL STATEMENT OF POLICY~~

~~Independent School District 709 (ISD 709) is committed to creating and maintaining a learning and working environment where all individuals are treated with respect and dignity. Every individual has the right to learn/work in an environment free of harassment and violence.~~

~~In this school district, harassment and violence, whether verbal, physical, or cyber, which creates a hostile climate, is unacceptable and will not be tolerated. Harassment and violence are unlawful, hurt all people, and have no legitimate educational purpose. Any employee or student who engages in such conduct shall be disciplined as provided by law, District policies, and applicable labor agreements.~~

~~Therefore, it is the policy of ISD 709 to maintain a work and learning environment that is free of harassment and violence based on: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute as well as other forms of harassment as defined in this policy.~~

~~Harassment based on: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute are also forms of discrimination which violate either Section 703 of Title VII of the Civil Rights Act of 1965, as amended, 42 U.S.C. Section 2000e, et seq. and or the Minnesota Human Rights Act, Minnesota Statute Sections 363.01 — 363.20, and may represent a criminal law violation.~~

~~Violence based on: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute is a physical act of aggression, intimidation, and/or degradation directed toward a person or group of persons because of their membership or perceived membership in a protected group.~~

~~It shall be a violation of this policy for any student or school personnel of ISD 709 to harass a pupil or other school personnel through conduct or communication of a sexual nature or regarding: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute as well as other forms of harassment as defined by this Policy and Regulation 4015R. (For purposes of this policy, school personnel include: School Board members, administrators, teachers, all other school employees, agents, volunteers, contractors, or other persons subject to the supervision and control of ISD 709.)~~

~~It shall be a violation of this policy for any student or school personnel of ISD 709 to inflict, threaten to inflict, or attempt to inflict violence relating to: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute as well as any other forms of violence as defined by this policy upon any pupil or school personnel.~~

~~ISD 709 will act with reasonable diligence to take action to investigate, respond, remediate and discipline all complaints, either formal or informal, oral or written, of improper actions or statements which may constitute harassment and violence as defined in this policy and Regulation 4015R. Furthermore, ISD 709 intends to provide support for students identified as the victims of these acts in compliance with Minn. Statute Sections 121A.0695.~~

~~A report will be given to the School Board at the regular meeting in July, a summary of the number of harassment complaints, types of complaints and the action taken to resolve the complaint. This will be done without releasing any case specifics, information or personnel data.~~

~~For more detailed information on this policy, including definitions for terms used in this policy and the reporting procedures for this policy, please see Regulation 4015R.~~

~~Cross References: Resolution 413R (Prohibiting Harassment and Violence)  
Resolution 413.1R (Harassment Complaint Form)~~

~~Replacing: Policy 4015  
First Reading: 05-19-2015  
Adopted: 06-16-2015  
**04-19-2016 ISD 709 (Renumbering only)**  
First Reading: 07-19-16  
Second Reading: 08-16-16~~

## ~~413R — PROHIBITING HARASSMENT AND VIOLENCE~~

### ~~I. — HARASSMENT AND VIOLENCE DEFINED~~

#### ~~A. — Sexual Harassment~~

~~**Definition.** Sexual harassment consists of unwelcome sexual attention, unwelcome requests for sexual favors, unwelcome sexually motivated physical conduct, or other unwelcome verbal or physical conduct or communication of a sexual or gender biased nature when:~~

- ~~1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment or of obtaining an education, or of transacting business with ISD 709; or~~
- ~~2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, education, or business with ISD 709; or~~
- ~~3. That conduct or communication has the purpose or effect of substantially interfering with an individual's employment, education, business with ISD 709, or creating an intimidating, hostile, or offensive employment, educational, or business environment.~~

~~This policy pertains to students and school personnel. It equally protects students and personnel of all genders from harassment.~~

~~Sexual harassment may include but is not limited to the following behaviors:~~

- ~~1. Unwelcome verbal statements of a sexual nature;~~
- ~~2. Intimidation by words or actions of a sexual nature;~~
- ~~3. Unwelcome pressure for sexual activity;~~
- ~~4. Unwelcome sexually motivated or inappropriate touching, patting, pinching, or other physical contact that does not meet the definition of sexual assault; other than necessary restraint of pupil(s) by school personnel to avoid physical harm to persons or property; or~~
- ~~5. Unwelcome sexual behavior or words, including requests for sexual favors, accompanied by implied or overt threats concerning an individual's employment, business, or educational status; or~~
- ~~6. Unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment, business, or educational status; or~~
- ~~7. Distribution or display of pornographic or other inappropriate written materials, pictures, graffiti, or other graphics of a sexual or gender based nature; or~~
- ~~8. Unwelcome behavior or words directed at an individual because of gender, gender identity, or gender expression; or~~
- ~~9. Unwelcome behavior or words directed at an individual because of sexual experiences or perceived sexual experiences.~~

#### ~~B. — Protected Groups Harassment~~

~~**Protected Groups:** Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age,~~

~~Gender Identity, Gender Expression, and Any and All Other Protected Groups as identified by state and/or federal statute.~~

~~**Definition.** Harassment consists of physical or verbal conduct relating to an individual's membership or perceived membership in a protected group when the conduct:~~

- ~~1. Has the purpose or effect of creating an intimidating, hostile, or offensive work, business, or academic environment;~~
- ~~2. Has the purpose or effect of substantially interfering with an individual's work, business, or academic performance; or~~

### ~~C. General Harassment~~

~~**Definition.** General harassment is defined as unwelcome repeated conduct or communication directed towards an individual which:~~

- ~~1. Has the purpose or effect of creating an intimidating, hostile, or offensive work, business, or academic environment;~~
- ~~2. Has the purpose or effect of substantially interfering with an individual's work, business, or academic performance.~~

~~The District reserves the right to investigate any complaint filed under this section on a case-by-case basis.~~

### ~~D. Sexual Violence~~

~~**Definition.** Sexual violence is any sexual contact without consent. Sexual contact includes, but is not limited to, touching of either party's primary genital area, groin, inner thigh, buttocks, or breast, including the clothing covering these areas, as well as, anal, vaginal, or oral penetration, with a body part or an object. Sexual violence includes contact between individuals of all genders.~~

~~Consent is verbal active permission from both parties to engage in a particular sexual act without the presence of coercion, intimidation, physical force, or trickery. Consent is only applicable when there is a balance of power. Consent is not affected by a prior social relationship, nor is denial of consent contingent upon physical resistance to the act.~~

### ~~E. Protected Groups Violence~~

~~**Protected Groups:** Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any and All Other Protected Groups as identified by state and/or federal statute.~~

~~**Definition.** Violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, his/her membership or perceived membership in a protected group.~~

## **F. ~~Assault~~**

**Definition.** Assault is:

- ~~1. An act done with intent to cause fear in another of immediate bodily harm or death;~~
- ~~2. The intentional infliction of or attempt to inflict bodily harm upon another; or~~
- ~~3. The threat to do bodily harm to another with present ability to carry out the threat.~~

## **II. ~~RETALIATION~~**

~~Retaliatory or intimidating conduct against any individual who has made a harassment or violence complaint or who has testified or assisted in any manner in an investigation is specifically prohibited. ISD 709 will investigate and, if appropriate, discipline or take appropriate action against any students or school personnel who retaliates against any person because the person:~~

- ~~1. Reports sexual, sexual orientation, gender identity, gender expression, racial/ethnic, religious, or disability harassment or violence;~~
- ~~2. Testifies, assists, or participates in an investigation or in a proceeding or hearing relating to harassment or violence;~~
- ~~3. Opposes a practice prohibited by this policy; or~~
- ~~4. Associates with people who are specifically protected by this policy. (Based on sex, sexual orientation, gender identity, gender expression, race/ethnicity, religion, or religious practices, disability.)~~

~~Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.~~

## **III. ~~CONFIDENTIALITY~~**

~~ISD 709 will respect the confidentiality of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with ISD 709's legal obligations to investigate, to take appropriate disciplinary action, and to comply with any discovery or disclosure obligations, including valid requests for data under the Minnesota Government Data Practices Act.~~

## **IV. ~~INDIVIDUALS COVERED BY THIS POLICY~~**

~~All teachers, teaching assistants, coaches, administrators, School Board members, contract employees, guest speakers, volunteers, janitorial or cafeteria staff, independent contractors, community members participating in school activities, or any other school personnel, as well as current students are bound by this policy. This policy equally protects male and female students/employees from harassment or violence—including when males harass males or when females harass females.~~

## **V. ~~FORMAL COMPLAINT PROCEDURES~~ (In cases of sexual harassment/violence, and sexual orientation harassment/violence, please utilize specific protocol.)**

~~Any person who believes they have been the victim of sexual, sexual orientation, ethnic/racial, religious, and/or disability harassment or violence by a pupil or other~~

~~school personnel of ISD 709, or any person with knowledge or belief of conduct which may constitute sexual, sexual orientation, ethnic/racial, religious, or disability harassment or violence toward a pupil or school personnel should report the alleged acts immediately to an appropriate ISD 709 official designated by this policy. Such persons are also encouraged to seek corrective action by telling the individual instigating the harassment to stop. Any third person with knowledge or belief of conduct, which may constitute sexual, sexual orientation, ethnic/racial, religious, or disability harassment or violence should report the alleged acts to an appropriate ISD 709 official as designated by this policy. ISD 709 encourages the reporting party or complainant to use the report form available from the principal of each building or available from the ISD 709 office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the Senior Human Resources Manager or to the Superintendent.~~

~~**A. Form of Complaint.** Complaints of harassment will be accepted verbally or in writing. Anonymous complaints will be accepted and investigated to the extent possible. Complaint forms are available in the ISD 709 office, and in each school's principals' and counselors' office. A copy of the form can also be found in the student handbook. A report need not be made on an official form in order for the administration to accept it.~~

~~**B. Reporting the Complaint.**~~

- ~~1. A student, who believes they have been a victim of harassment or violence by any individual covered by this policy, may report the alleged harassing behavior to any school personnel.~~
- ~~2. Any person who believes he or she has been the victim of sexual, sexual orientation, gender identity, gender expression, ethnic/racial, or religious harassment or violence by a pupil or school personnel of ISD 709 should report the alleged acts immediately to an appropriate ISD 709 official designated by this policy.~~
- ~~3. ISD 709 encourages the reporting party or complainant:
 
  - ~~a. Whenever it is a safe or reasonable alternative, to first seek corrective action by telling the individual initiating the harassment to stop.~~
  - ~~b. To use the report form available from the principal of each building or available from the ISD 709 office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the Senior Human Resources Manager or to the Superintendent.~~~~
- ~~4. The building principal is the person responsible for receiving oral or written reports of harassment or violence under this policy at the building level.~~
- ~~5. Any person with knowledge or belief of conduct which may constitute harassment or violence as defined in this policy should report the alleged acts immediately to an appropriate school district official designated by this policy.~~
- ~~6. Any ISD 709 personnel who receive a report of harassment or violence under this policy is obligated to report the incident in writing to the building principal immediately.~~
- ~~7. If a complainant is uncomfortable bringing the report to the building principal, he or she may report directly to the Senior Human Resources Manager or to the Superintendent.~~
- ~~8. Upon receipt of a complaint involving an ISD 709 personnel, the building principal must notify the Senior Human Resources Manager immediately. The principal may request, but may not insist upon a written complaint. A written~~

~~statement of the alleged facts will be forwarded as soon as possible by the principal to the Senior Human Resources Manager. If the complaint was given verbally, the principal shall personally reduce the report to written form and file it with the Senior Human Resources Manager within 24 hours. Failure of the principal or other adult ISD 709 personnel to forward any harassment or violence report or complaint as provided herein may result in investigation and disciplinary action as appropriate.~~

- ~~9. If the report involves the building principal, it should be made or filed directly with the Superintendent or the Senior Human Resources Manager.~~
- ~~10. Failure to act on a report involving ISD 709 personnel will result in an investigation and disciplinary action as appropriate.~~

~~**C. Content of the Report.** A report of harassment or violence in violation of this policy shall include the following information, if known:~~

- ~~1. The name of the complainant;~~
- ~~2. A brief description of the offending behavior—including times, places, and names;~~
- ~~3. The name of or identifying information about the alleged perpetrator; and~~
- ~~4. The names or descriptions of any witnesses to the harassment or violence.~~

~~**D. Processing of Complaints.** The designated investigator for each report, whether a member of building administration, a third party, the Senior Human Resources Manager or the Superintendent, is responsible for overseeing the processing of the harassment or violence complaint. The investigator shall conduct an investigation of the charges and attempt to resolve the matter in a timely fashion.~~

- ~~1. **Early Resolution.** Early Resolution allows the parties (complainant and respondent an opportunity to resolve the complaint with a third party mediator. If both parties are willing to try this approach, and it is determined that early resolution is appropriate, mediation will be conducted. The scope and intent of mediation is to get the parties to understand each other, clarify the matter between them, and put an end to the alleged offensive behavior. It is not the mediator's role to determine fault or discipline, or damages.~~

~~The third party mediator will be agreed upon by both parties and is most often the Building Principal, Human Resources Manager, Climate Coordinator, or Designee with mediation training. Agreements to resolve the complaint must be agreed upon and signed by all at the conclusion of the mediation meeting. A summary will be written by the mediator, shared with both parties, and kept with the documented complaint in Human Resources separate from Duluth School District Employment Personnel Records.~~

~~It is within the mandate of the Mediator to receive and examine harassment complaints, to assist disputing parties in coming to resolution, and advise on actions needed to settle the complaint. Any alternative mediator or mediation process will be determined on a case by case basis and is subject to agreement by all parties including the Building Principal and/or Human Resources Manager, Climate Coordinator, or Designee.~~

~~If, after having contacted the third party, either party decides not to proceed with the early resolution approach, his/her wishes will be respected. If no~~

~~agreements are reached, or either party opts out of the mediation prior to agreements being made, the complaint will be processed subject to formal complaint procedures listed below.~~

## ~~2. Formal Process:~~

- ~~a. Timing. The investigator should make a decision about whether the harassment or violence reported can be substantiated as soon as possible. If the investigation exceeds 30 calendar days, the investigator must report the reason that the investigation has exceeded 30 days to the Senior Human Resources Manager, and the Administrator may take over the investigation. If the Senior Human Resources Manager was the initial investigator, the Senior Human Resources Manager must report the reason that the investigation has exceeded 30 days to the Superintendent, and the Superintendent may take over the investigation. An impartial third party may also be appointed to complete the investigation if the 30 day limit is exceeded.~~
- ~~b. Standard of Proof. In determining whether the alleged conduct can be substantiated, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated. Allegations of the harassment and violence will be evaluated using a preponderance of the evidence standard—meaning that prior to imposing any sanctions the investigator must conclude that it is more likely than not that the harassment or violence occurred.~~
- ~~c. School District Action. If warranted, based on results of the investigation, ISD 709 will take appropriate action. Such action will be taken in accordance with the Pupil Fair Dismissal Act, ISD 709 policies, any applicable Collective Bargaining Agreements, and other Minnesota and federal laws. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge.~~
- ~~d. Release of Data to the Complainant. Consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statute Section 13.01 et seq., the results of the School District's investigation will be made available to the complainant. The information provided to the complainant and the timing of the dissemination of information may be significantly limited by the requirements of the Minnesota Government Data Practices Act, and in certain circumstances, by the attorney client privilege and/or the attorney work product doctrine.~~
- ~~e. Release of Data to the Subject of the Investigation and Others. The release of data regarding a harassment or violence complaint, including data regarding the resultant investigation and ISD 709 action, shall be governed by the requirements of the Minnesota Government Data Practices Act. In certain circumstances, the Government Data Practices Act may require the classification of the data as private and/or confidential. In certain circumstances, data may also be protected by the attorney client privilege and/or may constitute attorney work product. When allegations of harassment are made against an employee, the employee does not have access to data that would identify the complainant or their witnesses if ISD 709 determines that the employee's access to the data would:
 
  - ~~1) Threaten the personal safety of the complainant or witness; or~~
  - ~~2) Subject the complainant or witness to harassment.~~~~

~~If the disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary to prepare for the proceeding.~~

- ~~f. Appeals. Either party involved in the report who is dissatisfied with the investigation or resolution of an allegation of harassment or violence may appeal in writing to the Senior Human Resources Manager or the Superintendent within ten (10) days of receiving written notice of the outcome of the investigation.~~
- ~~g. Submission of a Complaint or Report. Submission of a good faith complaint or report of sexual, sexual orientation, gender identity, gender expression, racial/ethnic, religious, or disability harassment or violence by a student or school personnel will not affect the complainant or reporter's future employment, grades, access to educational or school activities or work assignments. ISD 709 does not tolerate retaliation as a result of the submission of a complaint or report.~~

#### **VI. NON-EXCLUSIVITY**

~~The internal procedures and remedies outlined in this policy are not the only options available to a complainant. Participation in the school's procedure is not a prerequisite to pursuing other legal or governmental remedies. In other words, a complainant may use the school's grievance procedure and then, whether they obtain a satisfactory finding or not, may file a suit in court under any applicable federal, state, or local law. He or she also may forego the internal procedure and directly pursue legal or administrative remedies, or may pursue both internal and external remedies simultaneously. External avenues of recourse may include filing charges with the Minnesota Department of Human Rights, the Equal Employment Opportunity Commission, initiating civil action or seeking redress under state criminal statutes and/or federal law.~~

#### **VII. INTENT**

~~The fact that someone did not intend to harass or commit an act of violence against an individual is generally not considered a defense to a complaint of harassment or violence. In most cases, the effects and characteristics of the behavior determine if that behavior constitutes harassment or violence.~~

#### **VIII. HARASSMENT VIOLENCE AS ABUSE**

~~Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, ISD 709 shall comply with mandatory reporting requirements under Minnesota Statute Section 626.556, Reporting of Maltreatment of Minors and Minn. Statute Sections 121A.0695, Prohibiting Intimidation and Bullying. The statutes can be found on the Internet at <http://www.leg.state.mn.us/>.~~

~~Nothing in this policy will prohibit ISD 709 from taking immediate action to protect victims of alleged sexual, sexual orientation, gender identity, gender expression, racial/ethnic, religion or religious practices, or disability harassment, violence as abuse.~~

## ~~IX. DISSEMINATION OF POLICY AND TRAINING~~

~~This policy will be distributed to all students and volunteers and to all employees, administrators, and independent contractors at the time of entering into the person's employment contract.~~

- ~~A. This policy, or a summary of this policy, shall be conspicuously posted throughout each school building in areas accessible to pupils and staff members. ISD 709 shall conspicuously post the name of the Senior Human Resources Manager and Climate Coordinator contact information, including mailing address and telephone number in each ISD 709 school building.~~
- ~~B. This policy shall be made available in each principal's office and in the ISD 709 Office.~~
- ~~C. This policy shall appear in the student handbook.~~
- ~~D. All ISD 709 employees and students who subsequently become part of the educational community shall be informed of this policy during their orientation. All non-student recipients of this policy, now or in the future, shall be required to sign an acknowledgment form indicating that they have read this policy, understand it, and agree to abide by it.~~
- ~~E. Each administrator shall be responsible for promoting understanding and acceptance, monitoring of, and compliance with state and federal laws, board policies, and procedures governing harassment and violence in his or her building.~~
- ~~F. ISD 709 will provide policy training, including discussions of this policy with students and school personnel.~~
- ~~G. This policy shall be reviewed at least annually for compliance with state and federal law.~~

~~Cross-References: Policy 413 (Prohibiting Harassment and Violence)  
Resolution 413.IR (Harassment Complaint Form)~~

~~Replacing: Resolution 4015R~~

~~Accepted: 05-19-2015~~

~~**04-19-206 ISD709** (Renumbered only)~~

## **7070726 THE BIDDING PROCESS**

### **I. PURPOSE**

Bids, RFPs and quotes are obtained to ensure fair competition and transparency in the procurement process. Suppliers and/or contractors are invited to submit bids or proposals meeting predetermined specifications. This allows for evaluation of pricing and criteria to select the most suitable vendor.

#### Bids/RFPs/Quote Specifications

Specifications must be drawn and bids solicited for any work to be performed under contract or for the purchase of material and supplies of \$175,000 or more. RFPs/Bids are obtained for contracts from \$25,000 to \$174,999 and quotes must be secured if the contract is \$24,999 or less. The Deputy Clerk of the School Board shall receive all bids and or RFPs and shall report the findings to the School Board. The School Board shall then indicate its decision on bids and or RFPs received at an official meeting of the School Board.

#### Advertising and Soliciting

All bids shall be advertised through the Business and Finance Office of the School District; the official media for advertising is the Duluth News-Tribune. Additional notifications shall be included in other appropriate publications.

#### Plans and Specifications

Subsequent to the approval by the School Board, plans for the project shall be disbursed to interested bidders by the architect. Two sets of working plans and specifications shall be delivered to the Director of Business and Finance.

#### Time for Preparation of Bids

Minimum time periods for bidding are established by the Director of Business and Finance and the architect.

#### Receiving and Opening Bids

The School Board establishes the following guides to procedure for receiving construction and purchasing bids:

1. The **Deputy** Clerk of the School Board shall designate the time and place for receiving bids.
2. The bids will be received, opened, and tabulated in the presence of the following:
  - a. The **Deputy** Clerk of the School Board or a person designated by him/her, in writing, who shall serve as chairman.
  - b. A person designated by the **Deputy** Clerk of the School Board to record the minutes, and such minutes shall be reported to the School Board at the next regular School Board meeting.
  - c. The purchasing agent or a person designated by him/her.

#### Rejection of Bids

Should the low bidder: (1) have bid in excess of the budget for the project, (2) be determined as not reliable, or (3) have failed to provide the necessary bid security, the bid shall be rejected through School Board action upon recommendation of the Business Services Committee. The School Board reserves the right to withhold the bidder's "good faith" guarantee if the bidder fails to meet the conditions of the submitted bid.

Withdrawal of Bids

The conditions under which a bidder may withdraw a bid are detailed in the specifications for the general construction work (DBS 7233).

**Legal References:**    ~~MSA 123.37~~  
                              Minn. Stat. A 471.345 (Uniform Municipal Contracting Law)

Adopted:            06-09-1970 ISD 709

Revised:           06-20-1995 ISD 709

## 525 VIOLENCE PREVENTION [APPLICABLE TO STUDENTS AND STAFF]

### I. PURPOSE

This policy acknowledges that violence is a critical issue for schools to address. The Duluth school district will establish and implement measures to ensure a safe and disruption-free learning environment for all students and staff.

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, as outlined in the ISD 709 Student

handbook under level 4 conduct, 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 (Policy 506).
- 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.
- T. Promote the safe storage of guns in accordance with School Board resolution for the safe storage of weapons at home and school ground.

## 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, restorative practices, relationship skills 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 (8<sup>th</sup> 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)

First Reading: 02.25.25  
 Second Reading: 03.13.25  
 Third Reading: 04.15.25

## 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.~~

This policy acknowledges that violence is a critical issue for schools to address. The Duluth school district will establish an implement measures to ensure a safe and disruption-free learning environment for all students.

### II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to strictly enforce its weapons policy (Policy 501).
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- 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, **as outlined in the ISD 709 Student handbook under level 4 conduct,** 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.
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- 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.
- T. Promote the safe storage of guns in accordance with School Board resolution for the safe storage of weapons at home and school grounds.

## 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, restorative practices, relationship skills 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)  
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**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
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 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)

First Reading: 02.25.25  
 Second Reading:

## **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.
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- 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.
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- M. Develop student safety forums that both inform and elicit students' ideas about particular safety problems in the building.
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- 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.
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 MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)

First Reading: 02.25.25  
 Second Reading:

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

MSBA/MASA Model Policy  
525

Orig. 1996  
Rev.

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

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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.
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 MSBA/MASA Model Policy 526 (Hazing Prohibition)  
 MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)

Name of Person Filing Complaint (Complainant): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ (Home) \_\_\_\_\_ (School/Work Location)

Status of Person Filing the Complaint:  Student  Employee  Parent  Other \_\_\_\_\_ (Specify)

Type of Complaint:  Sexual  General  Protected Group (select group from list below)

Protected Group:  Race  Color  Creed  Religion  National Origin  Sex  Age  Marital Status  
 Disability  Public Assistance  Sexual Orientation  Gender Identity/Expression  Other Protected Group

Name of Person You Are Reporting (Respondent): \_\_\_\_\_

Status of Person You Are Reporting:  Student  Employee  Parent  Other \_\_\_\_\_ (Specify)

Statement of Complaint (Include type of harassment/violence, who was involved in the specific incidents in which it occurred, names of witnesses, etc.): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Continue on reverse side or attach pages as needed.)

**I UNDERSTAND THAT IN ACCORDANCE WITH DISTRICT POLICY #413, INDEPENDENT SCHOOL DISTRICT 709 WILL ADDRESS THIS COMPLAINT.**

Signature of Complainant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Person Receiving The Complaint: \_\_\_\_\_ Date Received: \_\_\_\_\_

Printed Name of Person Receiving The Complaint: \_\_\_\_\_

Name of Building Administrator (if different from person receiving initial complaint): \_\_\_\_\_

Original to Human Resources Date Distributed: \_\_\_\_\_  
(Human Resources will distribute a copy to the District's Climate Coordinator)

Copies Distributed To:  Building Administrator Date Distributed: \_\_\_\_\_

**(To be completed by Human Resources)**  
REPORT NUMBER: Year: \_\_\_\_\_ Building Code: \_\_\_\_\_ Number In Sequence By Year: \_\_\_\_\_