

Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, May 20, 2025

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of the Agenda**
- 5. School and Community Recognition**
- 6. Report of the Superintendent**
 - A. Reports from Student School Board Representatives 2
 - B. Superintendent's Report 4
 - C. Schedule of Meetings and Events 19
- 7. Report of Standing Committees**
 - A. Committee of the Whole
 - 1) Monthly Committee of the Whole (*May 6, 2025*) 20
 - B. Human Resources/Business Services Committee (*May 12, 2025*)
 - C. Policy Committee (*May 13, 2025*) 65
- 8. General Board Committee Updates**
- 9. Consent Agenda**
- 10. Resolutions from Committee Reports**
 - A. B-5-25-4096 - Acceptance of Donations to Duluth Public Schools 143
 - B. B-5-25-4097 - Acceptance of Grant Awards to Duluth Public Schools 148
- 11. Special Resolutions and Action Items**
 - A. HR-5-25-4098 Duluth District-Wide Instructional Administrators' Association Collective Bargaining Unit 149
 - B. SP-5-25-4099 Declaring the First Friday in June to be National Gun Violence Awareness Day 173
 - C. B-5-25-4100 Authorized Bank Account Signer 174
 - D. Procurement of Project Consulting Services for MDE Formal Review and Comment
 - E. B-5-25-4101 Resolution to Allow the Minnesota Department of Transportation (Mn/DOT) to Acquire a Temporary Easement from Independent School District No. 709 (ISD #709) 175
- 12. Questions / Other**
- 13. Adjournment**

May 2025

- A lot of what we discussed at the last student forum meeting was related to ideas for the intra-city student council. I was able to share that feedback with Mr. Magas a few weeks ago, and I believe that the details of what we came up with will be shared this evening!
- Yesterday, student government hosted a tailgate prior to the girls lacrosse game. It was held in the parking lot. Many students showed up with cars and friends, and many more came from track practice and lacrosse. The event featured grilling, club info tables, live music from a student performer, yard games, and an excellent turnout. We are excited to start a tradition of real tailgates before football games in the fall, and we'll just hope for warmer weather next time!
- Tomorrow is our last PAWs day of the school year, and it will be jam packed with yearbook distribution setting up at 7 am, cap and gown distribution, our spring sports assembly, and a new event in the afternoon: a yearbook signing and social.
- Students are definitely finding it difficult to make up any missed tests while still having time to be involved with clubs, so we are hopeful that some schedule changes next year will accommodate some of those concerns.
- I know that schedules and class requirements are something that I bring up a lot, but I do so because they are what I hear the most comments on and concerns about. I want to go a little more in depth about how we've been impacted because as the end of the year approaches, questions about next year are at the front of students' minds.
- Last spring, students were called to class meetings in order to hear about the new district required classes: Freshman Futures for 9th graders, Computer Science for 10th graders, and College Career Life Ready for 11th graders. While each of these classes seem like they would have benefits to students, the way that the new requirements were implemented caused a lot of issues. At class meeting roughly two weeks before the year ended, we were given a slip of paper and were told we had the next 20 minutes to decide which of our other classes to drop in order to accommodate the new requirements.
- A year after our schedule was changed, here's the most common feedback that I have heard from other students:
 - According to freshmen, 9th grade futures is a poor use of time...we already have high school orientation programs (Hound Pack/Link Crew) at the high schools, and freshmen would be much better served with time for another elective or a study hall. It's actually very unclear to me what is taught in that class because any freshman that I ask gets caught up telling me how frustrating it is.
 - As for 10th grade computer science, the feedback that I have heard the most is that the curriculum taught doesn't align with what students are tested on and that the class would be received much better if it were an elective. As it stands, most of the students in the class don't really want to be there, which makes the environment worse for the students who really are interested in the class.

- From personal experience, I can say that although College Career Life Ready 11, or CCLR, does offer a select few useful lessons, most students find themselves in a class that feels like a study hall with busy work.
- The continuity across all of these added district requirements is that they seem like an afterthought. Students lost opportunities, and the rushed nature of the decision to implement schedule changes created a lot of student resentment, and I get the sense that my teachers are really frustrated as well. Students' learning conditions are teachers' working conditions, and vice versa.
- Students will engage with decision making regarding their schedules more than almost any other issue. There wasn't student engagement last spring because we didn't know that any changes were being considered. While I do believe that these classes were added with the intention of aiding students, the most common effects of the choice were a loss of electives and frustration among students.
- On a more positive note, the overall reaction to having seven hours has been really positive. I know that personally, I wouldn't be able to take all of the classes that I do without seven hours, and more time has opened a lot of opportunities.
- We still miss WIN and aren't sure what to do about it. It's difficult to make up missed tests, and a lot of clubs have died out.
- I am hopeful that there will be conversations with students about how some of these concerns can be addressed.
- We are currently in our last full week of the school year, and the anticipation is obvious. I have seen a ton of engagement from students this year, and I'm hopeful that we will finish the year strong!

www.ISD709.org

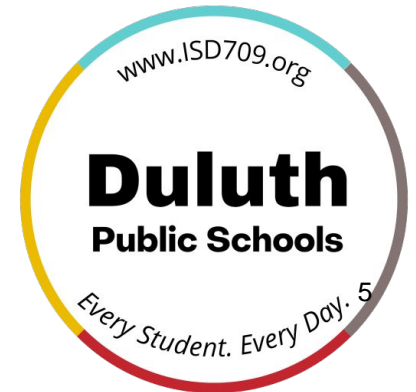
Duluth

Public Schools

Every Student. Every Day.

Superintendent's Report

May 20, 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.

OUR VISION

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

OUR CORE VALUES

Learning



Developing a love of learning through life-long inquiry.

Excellence



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

Equity



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

Collaboration



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

Belonging



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

Topics

- Student Representative Reports
 - My'Aiana Taylor - ALC
 - Latasaija Garner - Denfeld
 - Kate Dean - East
- Graduation Rates
- Legislative Updates
- Other

2024 Graduation Rates

2024: Duluth Public Schools by School / Program

School / Program	4 Year Graduation Rate				
	2023	2024			2023 vs 2024
	% Graduated	Total Students	# Graduated	% Graduated	- / +
Duluth Area Learning Center	34.1%	19	13	68.4%	34.3%
AEO	79.5%	27	24	88.9%	9.4%
ALC Independent Study	33.6%	133	50	37.6%	4.0%
Denfeld	74.4%	247	190	76.9%	2.5%
East	94.3%	370	353	95.4%	1.1%

Data Above = Only for schools or programs reported in total students eligible to graduate within 4 years

Data Above = Graduation data spring 2024; reporting year 2025

2024: Duluth Public Schools by Students Groups

4 Year Graduation Rate

Group	23	24	- / +
All Students (n=796)	74.9%	79.1%	4.2%
2 or More Races (n=40)	65.1%	77.5%	12.4%
Hispanic (n=26)	66.7%	76.9%	10.2%
Black (n=46)	45.2%	54.3%	9.1%
American Indian (n=66)	48.3%	56.1%	7.8%
White (n=606)	80.1%	83.7%	3.6%
Asian (n=11)	---	90.9%	---

Data Above = Graduation data spring 2024; reporting year 2025

2024: Duluth Public Schools by Comparison Groups

Qualified Compared to Not-Qualified: Economic & Disability Status

Student Group	Economic Status						Disability Status					
	Free/Reduced Meals			Not-Free/Reduced Meals			Special Education			Not-Special Education		
	23	24	- / +	23	24	- / +	23	24	- / +	23	24	- / +
All (n=796)	54.4	64.7	10.3	91	92.7	1.7	52.7	58	5.3	79.7	84.1	4.4
White (n=606)	60.2	68.4	8.2	91.3	93.9	2.6	56.6	61.3	4.7	84	87.7	3.7
Black (n=46)	34.6	55	20.4	---	---	---	36.4	50	13.6	50	57.1	7.1
American Indian (n=66)	39.1	45.3	6.2	83.3	100	16.7	40	45	5	52.6	60.9	8.3
2 or More (n=40)	56.3	72.4	16.1	90.9	90.9	0	---	---	---	69.4	87.1	17.7
Hispanic (n=26)	54.5	85.7	31.2	80	66.7	-13.3	---	80	---	64.3	75	10.7
Asian (n=11)	---	---	---	---	---	---	---	---	---	---	90.9	---

Data Above = Graduation data spring 2024; reporting year 2025

--- = < 10 Students

n = Number of Students Eligible

2024: Duluth Public Schools by Comparison Groups

Qualified Compared to Not-Qualified: Economic Status

Student Group	Economic Status					
	Free/Reduced Meals			Not - Free/Reduced Meals		
	23	24	- / +	23	24	- / +
All (n=796)	54.4	64.7	10.3	91	92.7	1.7
White (n=606)	60.2	68.4	8.2	91.3	93.9	2.6
Black (n=46)	34.6	55	20.4	---	---	---
American Indian (n=66)	39.1	45.3	6.2	83.3	100	16.7
2 or More (n=40)	56.3	72.4	16.1	90.9	90.9	0
Hispanic (n=26)	54.5	85.7	31.2	80	66.7	-13.3
Asian (n=11)	---	---	---	---	---	---

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2024: Duluth Public Schools by Comparison Groups

Qualified Compared to Not-Qualified: Disability Status

Student Group	Disability Status					
	Special Education			Not - Special Education		
	23	24	- / +	23	24	- / +
All (n=796)	52.7	58	5.3	79.7	84.1	4.4
White (n=606)	56.6	61.3	4.7	84	87.7	3.7
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American Indian (n=66)	40	45	5	52.6	60.9	8.3
2 or More (n=40)	---	---	---	69.4	87.1	17.7
Hispanic (n=26)	---	80	---	64.3	75	10.7
Asian (n=11)	---	---	---	---	90.9	---

Data Above = Graduation data spring 2024; reporting year 2025

--- = < 10 Students

n = Number of Students Eligible

2024: Duluth Public Schools by Status

4 Year Graduation Rate

Total Students Eligible to Graduate within 4 Yrs =		796
Graduation Status	# Students by Status	% by Status
Graduate	630	79.1%
Continuing	78	9.8%
Dropout	49	6.2%
Unknown	39	4.9%

Data Above = Graduation data spring 2024; reporting year 2025

Graduation Status Definition

Graduate

- Graduates within 4 years of entering 9th grade
- Qualifies as graduated within 4 years if fulfills requirements during that summer and is entered into MARSS as graduate by September 15th submission

Continuing

- Does not graduate within 4 years, but continues enrollment working way towards a 5, 6, or 7 year graduation

Dropout

- Officially drops from school during their 4 year HS cohort
- Example reasons: social, financial, aged out, marriage, pregnancy
- Dropout status counted at whichever HS attended for most time

Unknown

- No enrollment found; leaves HS, but MARSS number not enroll in any MN school

Legislative Updates

- A special legislative session is required to finalize the state budget for the next two years.
- Several key budget bills were not passed during the regular session, including Education. The Omnibus Education Policy Bill also needs approval.
- Working groups, composed of former conference committee members (or newly appointed for Education and Tax bills), have been established to resolve differences in the remaining bills and have a deadline of 5 p.m. Wednesday to reach agreements.
- Governor Walz will call the special session once all budget agreements are reached, potentially by the end of this week, but more likely next week.

Legislative Updates

The Senate passed the Omnibus Pension Bill with a 55-12 vote, and the House passed it with a 133-1 vote.

The bill enhances benefits for the Teachers Retirement Fund. Key provisions of the bill include:

- Lowering the age for enhanced early retirement from 62 to 60, and reducing the percentage reduction from 6% to 5%.
- Lowering the age for early retirement reduction from 62 to 60.
- Increasing employer contributions to TRA, with the state covering a portion of the cost.

Questions



Schedule of Meetings and Events

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

[Listening Session Guidelines](#)

The Schedule of Meetings and Events is Subject to Change

Week of May 19 - May 23, 2025

Tuesday	May 20, 2025	5:30 p.m.- 6:15 p.m.	School Board Listening Session*
Tuesday	May 20, 2025	6:30 p.m.	Regular School Board Meeting*

Week of May 26 - May 30, 2025

Tuesday	May 27, 2025	4:30 p.m.	Committee of the Whole - Budget
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Week of June 2 - June 6, 2025

Tuesday	June 3, 2025	7:00 p.m.	Academic Excellence Online (AEO) Area Learning Center (ALC) Duluth Adult Education Bridge & T12 Graduations The College of St. Scholastica 1200 Kenwood Ave.
Wednesday	June 4, 2025	7:00 p.m.	Duluth East High School Graduation Amsoil Arena 350 Harbor Dr.
Thursday	June 5, 2025	11:00 a.m.	Merritt Creek Graduation Merritt Creek Academy 4000 W. 9th St.
Thursday	June 5, 2025	7:00 p.m.	Denfeld High School Graduation Denfeld High School 401 N. 44th Ave. W.

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

**Office of the Superintendent
 May 16, 2025**

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, May 6, 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. **Denfeld Indigenous Cohort**

2

2) Supporting Every Student

a. **Secondary English-Language Arts Adoption Purchase**

13

b. MnMTSS Grant and PLC Update

19

3) Improving Systems - N/A

B. Budget Update

1) FY 26 Budget - first reading

36

C. Other

4. ADJOURN

COW Agenda Cover Sheet

Meeting Date: May 6, 2025

Topic: Denfeld Indigenous Cohort

Presenter(s): Memegwesiikwe-Diana Lawrey, Amanda Horton, Cohort Staff and Teachers

Attachment:

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

Update on the Denfeld Indigenous Cohort: Program goals, staff, progress, challenges, and plans moving forward.

This Requires School Board Approval : No

Denfeld Indigenous Cohort

Cohort Team

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

How it began.... March 2024

- Teachers and administrators noticed a group of Indigenous students that were not engaging in school in general, and Ojibwe language classes.
- Counselors, teachers, and administrators gathered to discuss options to increase student engagement and achievement of Indigenous students.
- Denfeld administration was in support of a new educational model to increase Indigenous student engagement and graduation rates - School within a School Model with an Indigenous focus.
- Staff and space was allocated by Mr. Tusken and American Indian Education to start the cohort.



Staff and Roles

- **Content Teachers**
 - **Brian Jungman-English**
 - **Ryan Jacobi-Social Studies**
 - **Alison Wood-Science**
 - **Pamela Nelson-Math**
- **Classroom**
 - **Amanda Horton - SEL Teacher/Ojibwemowin Teacher Classroom Support**
 - **Jamie de la Cruz - Classroom support, parent contact, coordinate activities, student needs, provide teacher resources**
- **Administration**
 - **Tom Tusken-Principal**
 - **Geri Saari - Counselor**
 - **Aakawe'aashiik-Coordinator**
- **Ancillary Support**
 - **Sheila White - American Indian Education Coordinator**
 - **Memegwesiikwe-Teacher**
- **Community Support**
 - **Center for American Indian Health**
 - **Dr. Mary Owen**
 - **Mengan Golden**
 - **Check and Connect**
 - **The DEN and PAWS and DASH**
 - **AICHO**
 - **Seek to Learn - FDLTCC**

Daily Model

1st hour

SEL/Career/Foundations Class; Credit bearing and culturally relevant
Students do not have to be in full cohort to attend

2nd hour

9/10 Grade English

3rd hour

Social Studies: 9/10 grade credit

4th hour

Science: 9th grade credit

5th hour

Math: 9/10 grade credit

Students attend as much of the cohort classes as are appropriate for their graduation plan. 10th graders who passed grade 9 science & intermediate algebra went to an SWS class that hour. Students still have access to support and cohort activities if they have transitioned to other classes.

Goals

The goal is graduating on time, the focus is on:

- To create an engaging learning environment for our American Indian academic struggling students.
- To work in partnership with core content teachers to create an integrated curriculum with an Indigenous focus.
- To help credit deficient students to earn credits and graduate.
- To create an alternative pathway to credit.
- To connect students to post-secondary education options and help create pathways for success in college/career choices. (Higher learning plan)



Progress and Trends



- **Most Freshman were not ready to be in the cohort; need to transition to high school first - most transitioned out of the program.**
- **Greatest gains for Sophomores - most are doing better & made significant increases in credits completed for graduation. Attendance is still an issue.**
- **Students that transition out of the cohort are still offered support and interventions**
- **Students have a better relationship with school adults and are more open to receiving support from the counselors.**
- **Need to continue support for 2025 - 2026 Juniors.**

Challenges

- **Most 9th grade students did not continue in the cohort - three have continued and are currently doing well.**
- **Program could not adequately support students with learning disabilities - no funding for special education licensed instructors.**
- **Attendance...chronically absent students have not shown significant improvement in attendance. If students do not come to class, the cohort cannot support them.**
- **Curriculum support for teachers to create more culturally relevant materials.**
- **Overall coordination of program is fragmented.**

Moving Forward - 2025 & Beyond

- Program will focus on 10th and 11th grade students.
- 9th grade students will be considered second semester for the morning Social-Emotional Learning period.
- The program cannot adequately support students with significant learning disabilities.
- Scheduling is in place to continue to consolidate courses, and steer students toward PSEO courses with support in 11th and 12th grade.
- Program will be explained in detail in meeting prior to enrollment into the Cohort with the focus on adding students that want to participate in the program.
- Entrance and exit guidelines for the program are being revised to provide for the best chances for success for the students and the program.
- Time and resources need to be allocated to support curriculum development with cohort teachers.
- A Coordinator has been assigned.
- A full-time paraprofessional will be present in the classroom throughout the day.



Questions?

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

COW Agenda Cover Sheet

Meeting Date: May 6, 2025

Topic: Secondary English-Language Arts Adoption Purchase

Presenter(s): Jen Larva, Dale Uselman, and Jackie Otway

Attachment: [Slides](#)

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

The Secondary English-Language Arts Committee has completed the process of researching and reviewing instructional resources for adoption to meet the new MN English-Language Arts Standards. The committee is asking for approval from the school board to make the purchase of materials to help meet compliance of the new state standards starting next year.

This Requires School Board Approval : yes

This will be brought forth to the School Board Meeting on May 20, 2025 for final approval

Secondary English-Language Arts Curriculum Adoption

May Committee of the Whole

Jen Larva, Dale Uselman, and Jackie Otway

Adoption Process

- **2021-2022**
 - Analyzed 2020 MN English-Language Arts Standards
 - Identified curricular and instructional shifts in standards
- **2022-2023**
 - Conducted Needs Assessment
 - Surveyed staff, students, families, and community members
- **2023-2024**
 - Prioritized Curriculum Needs
 - Identified needs in diverse literature, differentiated support, improved writing instruction and updated resources
 - Reviewed Resources Based on Needs
 - Reviewed 6 instructional resources using district evaluation rubric
- **2024-2025**
 - Piloted Possible Resources
 - Middle School piloted myPerspectives and Into Literature
 - High School piloted StudySync and Into Literature

Secondary ELA Selection

- **The Pilot Team:**
 - 6 middle school and 4 high school ELA teachers across grades 6-11
- **Time Invested:**
 - Teachers spent 1st, 2nd, and 3rd quarter engaging in training sessions, preparing lessons, attending check-ins, hosting walk-throughs, and implementing the resource in their practice
- **Analysis and Reflection:**
 - Staff completed a Resource Rubric and an Equity, Diversity, and Inclusion Rubric to reflect on the resources. Savvas and StudySync ranked high in
 - Culturally Responsive texts in each unit
 - Supporting student dialogue
 - Making real world connections
 - Standards-based lessons and assessments
- **Themed Units and Diverse Texts:**
 - Each unit revolves around an essential question that addresses universal ideas through multi-genre texts written by diverse authors
- **Aligned to MN ELA Standards:**
 - Pacing guides and assessments correlate directly to the 2020 ELA standards, providing alignment across classrooms
- **Differentiation Support:**
 - Access to professionally recorded audio, concept vocabulary with audio support, multimedia activities, teacher-facing notes to support multilingual learners, vocabulary development, and cross-curricular connections

Adoption Cost

- myPerspectives (Middle School): \$318,273.60
- StudySync (High School): \$376,673.85
- Total Cost (8 years*): **\$694,947.45**

*Through negotiations and by signing an 8 year contract, Duluth Public Schools saves over \$500,000 in cost over the next 8 years.



Questions?

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

COW Agenda Cover Sheet

Meeting Date: May 7, 2025

Topic: MnMTSS Grant and PLC Update

Presenter(s): Jen Larva and Brenda Spartz

Attachment: [Slides](#)

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

The presentation is about Duluth Public Schools' MnMTSS Grant application and plan. It outlines the three goal and the corresponding activities. The presentation also update the board on the current work and emphasizes the continued prioritization of Professional Learning Communities.

This Requires School Board Approval : no

Duluth Public Schools

MnMTSS Grant Overview & PLC Update

Committee of the Whole

May 7, 2025



MnMTSS Grant Overview

Overview of Grant Requirements: Up to \$200,000

Requirements: Fulfilled

- Districts must have attended 6-session MnMTSS training
- Leadership team must annually conduct the SEMI-DLT using results to refine plan
- Ongoing MnMTSS professional development
- District must collaborate with MnMTSS statewide team
- Leadership meets with Regional MnMTSS lead monthly to discuss progress on action plan

Requirements: In Progress:

- Districts must identify the role responsible for MnMTSS efforts
- MnMTSS Action Plans reviewed and updated at monthly meetings
- Action plans must address all five MnMTSS component areas

Requirements: Upcoming

- School teams must use the SEMI for School Leadership Teams (SEMI-SLT)
- District must onboard future district and school leadership team members
- Roles responsible for coordination of MnMTSS participate in monthly grant coordinators community of practice and meet monthly with Regional MnMTSS lead

Purpose of securing the grant...

- Further align systems and structures to the MnMTSS Framework:



- Expansion of MnMTSS to school level
- **Ultimately** — Better outcomes for students due to highly effective, impactful systems and structures; supporting each student, every day

Goal 1: Overview

By July 1, 2025, Duluth Public Schools will identify MnMTSS focused staff to coordinate, lead, guide, and support MnMTSS implementation by dedicating at least 40% of their time to fulfilling key responsibilities outlined in the MnMTSS Grant for Engaged Districts.

Activities:

- Identify and assign responsibilities to one Elementary and one Secondary focused staff to coordinate the efforts
- Partner and collaborate with COMPASS and MDE support to develop capacity and expand professional networks
- Summer data retreats for CITs to conduct Comprehensive Needs Assessment (CNA)
- Continue development of the Duluth Public Schools MnMTSS Handbook

Goal 1: Budget

- \$120,000: 40% dedicated time of two identified coordinators for MnMTSS requirements
- \$3,900: Two half days with 26 stakeholders for handbook development
- \$56,640: CIT Summer Retreats



Goal 2: Overview

By June 30, 2026, 100% of Duluth schools will complete the SEMI-SLT as part of our comprehensive needs assessment process in the development of school improvement plans.

Activities:

- Participation in COMPASS System Leadership Pathway for District Leadership Team
- Two schools will attend School Leadership Pathway with site teams (1 Elem and 1 Secondary) and champion work across sites
- Roles responsible for coordination of MTSS will coach and support school leadership teams on CNA and School Improvement Plans (SIP)
- District representatives will attend COMPASS Summer Institute in June 2025

Goal 2: Budget

- **\$8,260:** Travel expenses and stipends for 10 district and school leaders to attend COMPASS Summer Institute June 2025
- **\$11,200:** School Leadership Pathway training stipends (\$400) for 28 staff members



Goal 3: Overview

By June 30, 2026, 100% of Duluth schools will implement and monitor progress on increasing stakeholder engagement in each site's School Improvement Plan (SIP).

Activities:

- Identified roles responsible for coordination of MnMTSS efforts will:
 - Train and support CITs through CNA process and SIP development
 - Establish expectations and monitor the implementation of the Family and Community Engagement framework
 - Engage in COMPASS Family and Community Pathway training and share learning with site leadership teams

Goal 3: Budget

- No budget line items for this goal



Timeline

- Revised application submitted April 29, 2025
- Funding award letters early May 2025
- FY25 funds available by late May 2025
 - Register for COMPASS Summer Institute
- FY26 funds available July 2025
 - Identify roles that will coordinate MnMTSS efforts
 - Plan and conduct August CIT Summer Retreats (all schools)
 - Complete other goal activities according to action plan



Professional Learning Communities (PLC) Update



PLCs

Learning Leadership Team structures based on the MnMTSS guidance:

[District Learning Leadership Teams and Structures](#)

[Elementary Learning Leadership Teams and Structures](#)

[Secondary Learning Leadership Teams and Structures](#)



Purpose: per the Elem and Secondary teaming guidance

“[PLCs] engage in detailed planning for classroom instruction & use of data to enhance effective instruction.”

PLCs play a crucial role in the MnMTSS structure!

PLCs: Essential Resources

PLC Handbook: [Professional Learning Communities Handbook](#)

Inside the handbook:

- How to get started as a team
- Guidance, rubrics, tools
- PLC Hub information and guidance
- “Critical Issues for Team Consideration” assessment

PLC Hub: [PLC Hub](#)

Inside each hub:

- PLC Dashboard: directions & linked resources
- Guiding questions
- Agenda templates: monthly tabs with weekly agendas

PLCs: 2025/2026

PLCs continue to be a priority as an essential component of the MnMTSS teaming structures for next school year.

- Continued Use of **PLC Handbook** and **PLC Hub**
- Continue **PLC Thursdays**
 - Secondary before school
 - Elementary after school
- **Increased Monitoring of Implementation**
 - By CITs with guidance and support from roles responsible for coordination of MTSS efforts
- **Focus on Priority Work and Dufour Questions**
 - What do we want our student to know and be able to do? (Teacher Clarity)
 - How do we know if they learned it? (Assessment)
 - What do we do if they do not learn it? (Intervention)
 - How do we extend learning for those who are proficient? (Extension)



Acronyms:



CIT(s): Continuous Improvement Teams

COMPASS: Collaborative Minnesota Partnerships to Advance Student Success

CNA: Comprehensive Needs Assessment

MDE: Minnesota Department of Education

MnMTSS: Minnesota Framework for Multi-Tiered System of Supports

SIP: School Improvement Plan

PLCs: Professional Learning Communities

COW Agenda Cover Sheet

Meeting Date: May 6, 2025

Topic: FY 26 Budget - first reading

Presenter(s): Simone Zunich

Attachment: Powerpoint attached

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

Executive Director Zunich will present a first reading of the FY 26 budget

This Requires School Board Approval : no

FY26 Preliminary Budget Review

Committee of the Whole
First Reading
May 6, 2025



Timeline

- April 2025 | Individual board member meetings occurred to review the 5-year forecast and the FY26 preliminary budget
- May 6 | Committee of the Whole – Budget First reading
- May 27 / Committee of the Whole –Budget Second reading (include categorical aid breakdown and basic formula aid)
- June 9 | HR/Business Services
- June 13 | Committee of the Whole – Budget Third reading (include categorical aid breakdown and final basic formula aid)
- June 17 | Regular Board Meeting – Budget Adoption
- Smaller group meetings are possible within this timeline

Summary

Overview/Definitions:

General Fund includes General (01), Transportation (03), and Operating Capital (05). Within the General and Operating Capital funds, certain revenues will have reserve requirements.

Additional funds include Food Service Fund (02), Community Service Fund (04), Construction Fund (06), Debt Service Fund (07), Trust Fund (08), Internal Service Fund (20).

The process for General Fund Revenue budgeting will include projecting and analyzing current Federal, State, and Local revenues along with forecasting legislative or local district changes to revenues.

Summary

- Basic formula allowance for FY 26 is 2.74% which translates to \$1,979,700
- The FY26 budget will be presented as a balanced budget
- We will provide the categorical aid breakdown at the 2nd reading on May 27
- Compensatory aid is reflected with the FY25 allowance. We are waiting for the FY26 Education Budget to be released.

FY26 Revenue Projections

	FY 25 Revenue	FY26 Revenue	Dollar Change
General Education Aid	\$74.5M	\$77.6M	\$3.1M
Special Education Aid	\$23.7M	\$25.9M	\$2.2M
Property Tax Levy	\$45.1M	\$43.2M	(\$1.9M)
Federal Funds	\$13.0M	\$12.8M	(\$200K)
Non-Federal Grants	\$2.3M	\$2.3M	\$0.0
Funded Programs	\$9.1M	\$8.7M	\$400K
Other Revenue	\$5.7M	\$7.5M	\$1.8M
<i>Debt Service</i>	\$28.0M	\$27.8M	\$200K
Food Service	\$6.0M	\$6.1M	\$100K
Community Education	\$8.5M	\$8.2M	\$300K

- FY26 General Fund revenue shows the basic formula increase of \$2.74%.

Additional Factors:

- Special Education Aid is based on prior year expenditures
- Property tax levy has a decrease due to LTFM prior year(s) adjustments.
- Federal Funds will hold steady unless we hear otherwise
- Funded programs are student support services, Gifted and Talented, transportation etc
- Other Revenue includes fees from patrons, student activities, miscellaneous local revenue and grants

FY26 Expense Projections

	FY25 Expense	FY26 Expense	Dollar Change
Salaries and Wages	\$85.6M	\$84.5M	(\$1.1M)
Employee Benefits	\$42.3M	\$43.1M	\$80K
Purchased Services	\$12.3M	\$12.9M	\$118K
Supplies and Materials	\$8.1M	\$8.7M	\$600K
Capital Expenditures	\$3.3M	\$4.2M	\$900K
Other Expenditures	\$427K	\$427K	\$0
Debt Service	\$27.3M	\$27.3M	\$0
Food Service	\$6.0M	\$6.1M	\$100K
Community Education	\$7.8M	\$7.7M	\$100K

- FY26 Salaries reflects a decrease due to the district budget realignments. Benefits shows a slight increase over FY25 which reflects an increase in pension employer contribution and health insurance premiums.
- Purchased Services expense shows an increase over FY25 due to the anticipation of increased 3rd party contracts such as transportation.
- Supplies and Materials increase reflects the anticipation of increase supply and shipping costs.

Comparing Revenue to Expense

PROPOSED FISCAL YEAR 2025/2026 BUDGET

REVENUES	Proposed FY 2026 Budget	EXPENDITURES	Proposed FY 2026 Budget	Dollar Change
01 General Fund	\$139,022,981.00	01 General Fund	\$138,774,130.00	\$248,851
02 Food Service	\$6,120,000.00	02 Food Service	\$6,095,464.00	\$24,536
04 Community Service	\$8,187,495.00	04 Community Service	\$7,725,252.00	\$462,243
06 Construction		06 Construction		\$0
07 Debt Service	\$27,857,301.00	07 Debt Service	\$27,394,520.00	\$462,781
08 Trust	\$320,000.00	08 Trust	\$270,842.00	\$49,158
20 Internal Service	\$959,836.00	20 Internal Service	\$1,025,548.00	-\$65,712
79 Student Activities	\$313,509.00	79 Student Activities	\$311,758.00	\$1,751
Subtotal - Revenues	\$182,781,122.00	Subtotal - Expenditures	\$181,597,514.00	\$1,183,608

Projected Enrollment

- Analysis completed March 2025
- Due to FY24 final counts of 8,263, we are using the ADM count of 8,099

	Projected Enrollment					
	2025	2026	2027	2028	2029	2030
Early Childhood/VPK	207	207	200	198	196	194
Grades K-5	3,485	3,451	3,391	3,362	3,345	3,337
Grades 6-8	1,843	1,773	1,751	1,701	1,670	1,604
Grades 9-12	2,728	2,801	2,816	2,895	2,795	2,739
Total Enrollment	8,263	8,232	8,158	8,156	8,006	7,874
Change		(31)	(74)	(2)	(150)	(132)
% Change		-0.38%	-0.89%	-0.02%	-1.84%	-1.65%
ADMWE	8,068	8,099	8,125	8,150		

Questions?

Policy Committee Meeting
Duluth Public Schools, ISD 709

Agenda

Tuesday, May 13, 2025

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

3:30 PM

1. AGENDA ITEMS

2. POLICIES FOR FIRST READING

A. 807 Health and Safety Policy (replacing 4165 Eye & Face Protection (Staff) & 5145 Eye and Face Protection for Students) 2

B. 903 Visitors to School District Buildings and Sites (replacing 1080 Visits to Schools & 6025 Volunteers in School) 9

3. POLICIES FOR SECOND READING

A. 413 Harassment and Violence (deleting current 413 & 413R and adopting MSBA Model Policy) 14

B. 726 The Bidding Process (renumbering from 7070) 57

4. POLICIES FOR REVIEW

A. 110 Website Accessibility 63

B. 407 Employee Right-To-Know Program 68

5. REGULATIONS - Informational

A. 604.2R New Elective Courses in Secondary Schools (replacing 6110 New Elective Courses in Secondary Schools) 70

B. 407R Employee Right-To-Know Program 72

6. OTHER

A. Updated 413F Harassment/Violence Complaint Form 75

B. Updated 515F Student Record Update Form 76

C. 416 Attachment H 77

D. General Complaint Form 78

807 HEALTH AND SAFETY POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to implement a health and safety program that includes plans and procedures to protect employees, students, volunteers, and members of the general public who enter school district buildings and grounds. The objective of the health and safety program will be to provide a safe and healthy learning environment; to increase safety awareness; to help prevent accidents, illnesses, and injuries; to reduce liability; to assign duties and responsibilities to school district staff to implement and maintain the health and safety program; to establish written procedures for the identification and management of hazards or potential hazards; to train school district staff on safe work practices; and to comply with all health and safety, environmental, and occupational health laws, rules, and regulations.

B. All school district employees have a responsibility for maintaining a safe and healthy environment within the school district and are expected to be involved in the health and safety program to the extent practicable. For the purpose of implementing this policy, the school district ~~may~~ shall form a health and safety advisory committee, referred to as the Occupational Safety Committee, to be appointed by the superintendent ~~chaired by the Health, Safety, and Environmental Coordinator~~. The ~~health and safety advisory committee~~ Occupational Safety Committee will be composed of employees and other individuals with specific knowledge of related issues, and will include members from each site and union. The advisory committee Occupational Safety Committee will provide recommendations to the administration regarding plans and procedures to implement this policy and to establish procedures for identifying, analyzing, and controlling hazards, minimizing risks, and training school district staff on safe work practices. The committee will also recommend procedures for investigating accidents and enforcement of workplace safety rules. Each recommendation shall include estimates of annual costs of implementing and maintaining that proposed recommendation. ~~The superintendent may request that t~~

~~The Occupational Safety Committee established under Minn. Stat. § 182.676 shall carry out all or part of the duties of the advisory committee or the advisory committee may consider recommendations from a separate safety committee established under Minn. Stat § 182.676.~~

III. EMPLOYEE PROCEDURES

A. Based upon recommendations from the ~~health and safety advisory committee~~ Occupational Safety Committee and subject to the budget adopted by the school board to implement or maintain these recommendations, the administration will adopt and implement written plans and procedures for identification and management of hazards or potential hazards existing within the school district in accordance with federal, state, and local laws, rules, and regulations. Written plans and procedures will be maintained, updated, and reviewed by the ~~school board~~ Health, Safety, and Environmental Coordinator on an annual basis and shall be ~~an addendum to this policy~~ made available on the district website. The administration shall identify in writing a contact person to oversee compliance with each specific plan or procedure.

B. To the extent that federal, state, and local laws, rules, and regulations do not exist for

identification and management of hazards or potential hazards, the ~~health and safety advisory committee~~ **Occupational Safety Committee** shall evaluate other available resources and generally accepted best practice recommendations. Best practices are techniques or actions which, through experience or research, have consistently proven to lead to specific positive outcomes.

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

IV. STUDENT PROCEDURES

- A. All students shall wear eye protective devices when participating in, observing, or performing any function in connection with any courses or activities taking place in eye protection areas. Eye protection areas shall include, but not be limited to, industrial arts shops, science laboratories, and other school laboratories.

The School District shall purchase and make available for all students eye protective devices meeting ANSI standards Z87.1-1968/2020.

Each program or course requiring the eye protective devices shall have such notation on all literature distributed to prospective students. Each teacher instructing in eye protection areas shall instruct, demonstrate, and constantly supervise the use, care, and storage of the eye protective devices. Each student enrolled in an eye protective course shall obtain the required eye protective device from the teacher; the device shall be returned at the end of the course.

Any student failing to comply with this requirement may be temporarily suspended from participation in said course, and the registration of a student for such a course may be canceled for willful, flagrant, or repeated failure to observe requirements.

All students involved in the operation of rotating equipment or such equipment where rapid discharge of material is common shall wear face protection in addition to eye protection. Other areas with peculiar hazards, such as welding, shall require the use of proper protective equipment from light as well as chips.

Students shall not be allowed in an eye protection area without approved eye protective devices.

IV. PROGRAM AND PLANS

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

1. Asbestos
2. Fire and Life Safety
3. Employee Right to Know
4. Emergency Action Planning
5. Combustible and Hazardous Materials Storage
6. Indoor Air Quality
7. Mechanical Ventilation
8. Mold Cleanup and Abatement
9. Accident and Injury Reduction Program: Model AWAIR Program for Minnesota Schools
10. Infectious Waste/Bloodborne Pathogens
11. Community Right to Know

12. Compressed Gas Safety
13. Confined Space Standard
14. Electrical Safety
15. First Aid/CPR/AED/Naloxone
16. Food Safety Inspection
17. Forklift/Powered Industrial Truck Safety
18. Hazardous Waste Management
19. Hearing Conservation
20. Hoist/Lift/Elevator Safety
21. Integrated Pest Management
22. Laboratory Safety Standard/Chemical Hygiene Plan
23. Lead in Paint
24. Lead in Water and Well Water Management
25. Control of Hazardous Energy Sources (Lockout/Tagout)
26. Machine Guarding
27. Safety Committee
28. Personal Protection Equipment (PPE)
29. Playground Safety
30. Radon
31. Respiratory Protection
32. Underground and Above Ground Storage Tanks
33. Welding/Cutting/Brazing (Hot Work)
34. Fall Protection
35. National Emission Standards for Hazardous Air Pollutants for School Generators established by the United States E.P.A.
36. Bleacher Inspections
37. Heat and Cold Stress
38. Ladders
39. Mobile Elevated Work Platform/Aerial Lifts/Scaffolding
40. Powered Tools and Chainsaws
41. Silica
42. Working Alone
43. CTE Classroom Safety
44. Chemistry Classroom Safety
45. Art Classroom Safety
46. Other areas determined to be appropriate by the health and safety advisory committee.

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

- B. The administration shall establish procedures to ensure, to the extent practicable, that all employees are properly trained and instructed in job procedures, crisis response duties, and emergency response actions where exposure or possible exposure to hazards and potential hazards may occur.
- C. The administration shall conduct or arrange safety inspections and drills. Any identified hazards, unsafe conditions, or unsafe practices will be documented and corrective action taken to the extent practicable to control that hazard, unsafe condition, or unsafe practice.
- D. Communication from employees regarding hazards, unsafe or potentially unsafe working conditions, and unsafe or potentially unsafe practices is encouraged in either written or oral form. No employee will be retaliated against for reporting hazards or unsafe or potentially unsafe working conditions or practices. All employees have the authority to stop work if they believe conditions may pose a danger to life or health.

- E. The administration shall conduct periodic workplace inspections to identify potential hazards and safety concerns.
- F. In the event of an accident or a near miss, the school district shall promptly cause an accident investigation to be conducted in order to determine the cause of the incident and to take action to prevent a similar incident. All accidents and near misses must be reported to an immediate supervisor as soon as possible.
- G. The district shall provide personal protective equipment to staff, including but not limited to eye protection (including prescription eye protection), gloves, respirators, and hearing protection, as deemed necessary in the written programs in section IV.A.

VI. BUDGET

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

VII. ENFORCEMENT

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

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

Cross References: MSBA/MASA Model Policy 407 (Employee Right to Know - Exposure to Hazardous Substances)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSA 126.20

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

~~4165 — EYE AND FACE PROTECTION~~

~~All employees shall wear protective devices when working, participating in, observing, or teaching in vocational or industrial arts shops, science or other school laboratories, maintenance shops, and other areas identified by the Superintendent.~~

~~Eye protective devices meeting ANSI Standards Z87.1-1968 shall be supplied by the School District and made available to all employees requiring such protection. Each employee requiring such a protective device shall submit a request to his/her immediate supervisor. Employees requiring corrective lenses must provide (at their own expense) a current prescription from their ophthalmologist. The cost of an eye protective device made from the employee's prescription will be borne by the School District. All employees exposed to or required to work in chemical splash hazard areas shall be provided chemical splash goggles and are required to wear such goggles when working with hazardous liquids.~~

~~All personnel involved in the operation of rotating equipment or such equipment where rapid discharge of material is common shall wear face protection in addition to eye protection. Other areas with peculiar hazards, such as welding, shall require the use of proper protective equipment from light as well as chips.~~

~~Any staff member teaching in an area where eye protection is required, who fails to enforce the School Board's policies on protection for students and staff, shall be deemed to be in violation of the policy and may be subject to disciplinary action.~~

~~References: MSA 126.20 Eye Protective Devices
Minnesota Occupational Safety and Health Act 1973
1910.133 Eye and Face Protection~~

~~Adopted: 11-09-76 ISD 709
Revised: 01-08-1980
08-09-1983
06-20-1995 ISD 709~~

~~5145—EYE AND FACE PROTECTION~~

~~All students shall wear eye protective devices when participating in, observing, or performing any function in connection with any courses or activities taking place in eye protection areas. Eye protection areas shall include, but not be limited to, industrial arts shops, science laboratories, and other school laboratories.~~

~~The School District shall purchase and make available for all students eye protective devices meeting ANSI standards Z87.1-1968.~~

~~Each program or course requiring the eye protective devices shall have such notation on all literature distributed to prospective students. Each teacher instructing in eye protection areas shall instruct, demonstrate, and constantly supervise the use, care, and storage of the eye protective devices. Each student enrolled in an eye protective course shall obtain the required eye protective device from the teacher; the device shall be returned at the end of the course.~~

~~Any student failing to comply with this requirement may be temporarily suspended from participation in said course, and the registration of a student for such a course may be canceled for willful, flagrant, or repeated failure to observe requirements.~~

~~All students involved in the operation of rotating equipment or such equipment where rapid discharge of material is common shall wear face protection in addition to eye protection. Other areas with peculiar hazards, such as welding, shall require the use of proper protective equipment from light as well as chips.~~

~~Students shall not be allowed in an eye protection area without approved eye protective devices.~~

~~Reference: MSA 126.20~~

~~Adopted: 11-09-1976 ISD-709~~

~~Revised: 01-08-1980~~

~~07-14-1981~~

~~06-20-1995 ISD-709~~

Adopted: _____

Revised: _____

MSBA/MASA Model Policy 903
Orig. 1995
Rev. 2022

903 VISITORS TO SCHOOL DISTRICT BUILDINGS AND SITES

I. PURPOSE

The purpose of this policy is to inform the school community and the general public of the position of the school board on visitors to school buildings and other school property.

II. GENERAL STATEMENT OF POLICY

- A. The school board encourages interest on the part of parents and community members in school programs and student activities. The school board welcomes visits to school buildings and school property by parents/guardians and community members provided the visits are consistent with the health, education and safety of students and employees and are conducted within the procedures and requirements established by the school district.
- B. The school board reaffirms its position on the importance of maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment.

III. POST-SECONDARY ENROLLMENT OPTIONS STUDENTS

- A. A student enrolled in a post-secondary enrollment options course may remain at the school site during regular school hours in accordance with established procedures.
- B. A student enrolled in a post-secondary enrollment options course may be provided with reasonable access, during regular school hours, to a computer and other technology resources that the student needs to complete coursework for a post-secondary enrollment course in accordance with established procedures.

IV. RESPONSIBILITY

- A. The school district administration shall present recommended visitor and post-secondary enrollment options student procedures and requirements to the school board for review and approval. The procedures should reflect input from employees, students and advisory groups, and shall be communicated to the school community and the general public. Upon approval by the school board, such procedures and requirements shall be an addendum to this policy.
- B. The superintendent shall be responsible for providing coordination that may be needed throughout the process and providing for periodic school board review and approval of the procedures.

V. VISITOR LIMITATIONS

- A. An individual, post-secondary enrollment options student, or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district.
- B. Visitors, including post-secondary enrollment options students, are authorized to park vehicles on school property at times and in locations specified in the approved visitor procedures and requirements ~~which are an addendum to this policy or as otherwise~~

specifically authorized by school officials. When unauthorized vehicles of visitors are parked on school property, school officials may:

1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or
 2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off of school property.
 3. if unattended, attach an immobilization device to the vehicle, at the expense of the owner or operator.
- C. An individual, post-secondary enrollment options student, or group who enters school property without complying with the procedures and requirements may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner for a reasonable period of time pending the arrival of a police officer.

VI. VOLUNTEERS

A. The School Board, recognizing that educational excellence can only be achieved by using all the resources available in our community, supports the use of volunteers in the classroom and in other locations within school buildings as a method by which teachers and students may receive additional assistance. The purpose of the volunteer program is:

1. To provide positive adult relationships to students.
2. To provide individualized attention for students.
3. To provide enrichment for students.
4. To provide an added dimension of self-esteem and self-confidence for students.
5. To assist in providing supervision for special student activities.
6. To provide an opportunity for parents to become more familiar with school activities and/or operations.

B. The School District will provide an inservice for volunteers as an assurance that the presence of volunteers will not result in a higher student ratio and that confidentiality of students will be maintained.

C. The use of volunteers is at the discretion of each building's professional staff.

D. The professional staff within a school that has accepted the use of volunteers will assume the responsibility for the effectiveness of the volunteer(s).

E. Volunteers must follow visitor procedures in section V.

F. Ways in which a volunteer may be used in a school include, but are not limited to: instructional assistance, assisting with materials and equipment, non-instructional assistance, creativeness in areas of personal interest or talent, and participation in a school's structured program offerings.

Legal References: Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
Minn. Stat. § 128C.08 (Assaulting a Sports Official Prohibited)
Minn. Stat. § 609.605, Subd. 4 (Trespass)

Cross References: None

Replacing: Policy 1080, 6025

First Reading:

Adopted:

~~1080 VISITS TO SCHOOLS~~

~~Members of the community and other interested persons are welcome and encouraged to visit the schools. Both visitors and school personnel will make every effort to ensure that school visits will enhance the effect of the educational program. All school visitors, community persons and/or School District staff are expected to identify themselves at the principal's office before visiting elsewhere in the building. All community visitors will be accompanied by the principal or by the principal's designee. Neither teachers nor students will be interviewed, questioned, or solicited by visitors without the permission of the principal.~~

~~Adopted: 06-09-1970 ISD 709~~

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

~~6025 — VOLUNTEERS IN SCHOOL~~

~~The School Board, recognizing that educational excellence can only be achieved by using all the resources available in our community, supports the use of volunteers in the classroom and in other locations within school buildings as a method by which teachers and students may receive additional assistance. The purpose of the volunteer program is:~~

- ~~1. To provide positive adult relationships to students.~~
- ~~2. To provide individualized attention for students.~~
- ~~3. To provide enrichment for students.~~
- ~~4. To provide an added dimension of self-esteem and self-confidence for students.~~
- ~~5. To assist in providing supervision for special student activities.~~
- ~~6. To provide an opportunity for parents to become more familiar with school activities and/or operations.~~

~~The School District will provide an inservice for volunteers as an assurance that the presence of volunteers will not result in a higher student ratio and that confidentiality of students will be maintained.~~

~~The use of volunteers is at the discretion of each building's professional staff.~~

~~The professional staff within a school that has accepted the use of volunteers will assume the responsibility for the effectiveness of the volunteer(s).~~

~~Ways in which a volunteer may be used in a school include, but are not limited to: instructional assistance, assisting with materials and equipment, non-instructional assistance, creativeness in areas of personal interest or talent, and participation in a school's structured program offerings.~~

~~Adopted: 05-13-1986 ISD-709~~

~~Revised: 06-20-1995~~

~~08-17-2004 ISD-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. Harassment and violence of any kind towards any individual is prohibited in Duluth Public Schools.
- 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 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. If you choose to report anonymously, you will not be informed once an investigation is complete. 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 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)
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)

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: 05-09-2025
Adopted:

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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. Harassment and violence of any kind towards any individual is prohibited in Duluth Public Schools.
- 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 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. If you choose to report anonymously, you will not be informed once an investigation is complete. 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 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)
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)
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42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
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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)
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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: 05-09-2025
Adopted:

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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 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.

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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.

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- 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. § 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)
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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:
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 - 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 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.¹

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.

¹ 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)~~

726 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.

II. IMPLEMENTATION OF POLICY

Bids/Request for Proposals (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. Bid ads will be placed on consecutive Wednesdays for a minimum of two weeks. Additional notifications may be included in other appropriate publications.

Plans and Specifications

Subsequent to the approval by the School board, plans and specifications shall be disbursed to interested bidders by the District’s designated project representative. A set of working plans and specifications will also be kept on file with the Director of Business and Finance and the District’s designated project representative.

Time for Preparation of Bids

Minimum time periods for bidding are established by the District’s designated project representative and Director of Business and Finance.

Receiving and Opening Bids

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

1. The District’s designated project representative 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 District’s designated project representative or a person designated by the District’s designated project representative.
 - b. A person designated by the Deputy Clerk of the School Board will prepare a letter or memorandum to be included in the agenda of an HR/Business Services meeting, and followed by a regular School Board meeting.

Duluth Public Schools ISD 709 is committed to providing an environment of mutual respect with a goal to ensure a diverse workforce is considered. Therefore, the winning vendor of this contract understands and agrees that their company shall comply with all applicable laws relating to discrimination in employment and be welcoming of applicants of all genre, sexual orientation, age and race for employment with their company.

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 shall be detailed in the plans and specifications of the project.

Legal References: Minn. Stat. 471.345 (Uniform Municipal Contracting Law)

Cross References: School District Contracting - Bid Laws

Adopted: 06-09-1970
Revised: 06-20-1995
First Reading: 04-15-2025
Second Reading: 05-09-2025
Adopted:

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2. The bids will be received, opened, and tabulated in the presence of the following:
 - a. The District's designated project representative or a person designated by the District's designated project representative.
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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 shall be detailed in the plans and specifications of the project.

Legal References: Minn. Stat. 471.345 (Uniform Municipal Contracting Law)

Cross References: School District Contracting - Bid Laws

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709
First Reading: 04-15-2025

7070726 THE BIDDING PROCESS

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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

110 DULUTH PUBLIC SCHOOLS WEBSITE ACCESSIBILITY POLICY

I. PURPOSE OF POLICY

~~In order to comply with Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, websites must meet the Web Content Accessibility Guidelines (WCAG) as instituted by the World Wide Web Consortium (W3C). Those schools not complying are subject to official complaints from the U.S. Department of Education Office for Civil Rights, fines from the U.S. Department of Justice, and further legal action.~~

~~As part of the WCAG 2.0¹ specification to make school websites accessible and ADA compliant, Duluth Public Schools is required to make public its Web Accessibility Policy.~~

Duluth Public Schools recognizes its responsibility to ensure that all individuals, regardless of disability, can access the information and services provided on our websites. This policy establishes a framework for achieving and maintaining website accessibility, in accordance with Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990. By adhering to the Web Content Accessibility Guidelines (WCAG) set forth by the World Wide Web Consortium (W3C), we strive to create an accessible and user-friendly online experience for all students, caregivers, and members of the community.

II. GENERAL STATEMENT OF POLICY

The Duluth Public Schools is committed to ensuring accessibility of its website for students, caregivers, and members of the community with disabilities. All pages on the Duluth Public Schools website will conform to the W3C Web Accessibility Initiative's (WAI) Web Content Accessibility Guidelines (WCAG) 2.0¹, Level AA conformance, or updated equivalents of these guidelines.

The Superintendent, or designee, is directed to establish procedures whereby students, families, caregivers, and members of the public may present a complaint regarding a violation of the Americans with Disabilities Act (ADA), Section 504 and Title II related to the accessibility of any official District web presence which is developed by, maintained by, or offered through the District or third party vendors and open sources.

III. WEBSITE ACCESSIBILITY

With regard to the Duluth Public Schools website and any official Duluth Public Schools web presence which is developed by, maintained by, or offered through third party vendors and open sources, the Duluth Public Schools is committed to compliance with the provisions of the Americans with Disabilities Act (ADA), Section 504 and Title II so that students, families, caregivers and members of the public with disabilities are able to independently acquire the same information, engage in the same interactions, and enjoy the same benefits and services within the same timeframe as those without disabilities, with substantially equivalent ease of use; and that they are not excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any Duluth Public Schools programs, services, and activities delivered online.

All existing web content produced by the Duluth Public Schools, and new, updated and existing web content provided by third-party developers, will conform to Web Content Accessibility Guidelines (WCAG) 2.0¹, Level AA conformance, or updated equivalents, ~~by October 31, 2018. This Regulation applies to all new, updated, and existing web pages, as well as all web content produced or updated by the Duluth Public Schools or provided by third party developers.~~

IV. WEBSITE ACCESSIBILITY CONCERNS, COMPLAINTS AND GRIEVANCES

A student, parent, caregiver or member of the public who wishes to submit a complaint or grievance regarding a violation of the Americans with Disabilities Act (ADA), Section 504 or Title II related to the accessibility of any official Duluth Public Schools web presence that is developed by, maintained by, or offered through the Duluth Public Schools, third party vendors and/or open sources may contact the **communications department**, Superintendent's Office by calling 218-336-8752 or by completing the online Website Accessibility Complaint/Request Form. The Superintendent, or designee, shall immediately investigate the complaint or grievance.

Whether or not a formal complaint or grievance is made, once the Duluth Public Schools has been notified of inaccessible content, that content will be made available in an accessible format to the reporting party as soon as possible.

Complaints should be submitted in writing, via email, by completing the [website complaint form](#) or by **phone:** calling the Superintendent's Office at 218-336-8752.

- Phone: 218-336-8735
- Email: info@isd709.org
- Mail: 709 Portia Johnson Drive, Duluth, MN 55811

The formal ADA non-compliance complaint should include the following:

- Name
- Address
- Date of the Complaint
- Description of the problem encountered
- Web address or location of the problem page
- Solution desired
- Contact information in case more details are needed (email and phone number)

The ADA non-compliance complaint or grievance will be investigated by the Superintendent's Office or another person designated by the Superintendent. The student, parent, caregiver, or member of the public shall be contacted no later than five (5) working days following the date the Superintendent's Office receives the information. The procedures to be followed are:

- An investigation of the complaint shall be completed within fifteen (15) working days. Extension of the timeline may only be approved by the Superintendent.
- The investigator shall prepare a written report of the findings and conclusions within five (5) working days of the completion of the investigation.
- The Superintendent or designee shall contact the Complainant upon conclusion of the investigation to discuss the findings and conclusions and actions to be taken as a result of the investigation.
- A record of each ADA non-compliance complaint and grievance made pursuant to Policy 110 shall be maintained at the Duluth Public Schools **Assistant Superintendent's** office. The record shall include a copy of the complaint or grievance filed, report of findings from the investigation, and the disposition of the matter.

Cross References: W3C Web Accessibility Initiative (WAI) <https://www.w3.org/WAI/>

New Policy
Replacing: None
First Reading: 07-17-2018

Adopted: 08-21-2018
First Reading: 03-15-2022
Second Reading: 04-05-2022
Revision Approved: 04-26-2022

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New Policy
Replacing: None
First Reading: 07-17-2018
Adopted: 08-21-2018
First Reading: 03-15-2022
Second Reading: 04-05-2022
Revision Approved: 04-26-2022

407 EMPLOYEE RIGHT TO KNOW – EXPOSURE TO HAZARDOUS SUBSTANCES

I. PURPOSE

The purpose of this policy is to provide school district employees a place of employment and conditions of employment free from recognized hazards that are likely to cause death or serious injury or harm. (Minn. Stat. § 182.653, Subd. 2)

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to provide information and training to employees who may be “routinely exposed” to a hazardous substance, harmful physical agent, infectious agent, or blood borne pathogen.

III. DEFINITIONS

- A. “Commissioner” means the Commissioner of Labor and Industry.
- B. “Routinely exposed” means that there is a reasonable potential for exposure during the normal course of assigned work or when an employee is assigned to work in an area where a hazardous substance has been spilled.
- C. “Hazardous substance” means a chemical or substance, or mixture of chemicals and substances, which:
 - 1. is regulated by the Federal Occupational Safety and Health Administration under the Code of Federal Regulations; or
 - 2. is either toxic or highly toxic; an irritant; corrosive; a strong oxidizer; a strong sensitizer; combustible; either flammable or extremely flammable; dangerously reactive; pyrophoric; pressure-generating; compressed gas; carcinogen; teratogen; mutagen; reproductive toxic agent; or that otherwise, according to generally accepted documented medical or scientific evidence, may cause substantial acute or chronic personal injury or illness during or as a direct result of any customary or reasonably foreseeable accidental or intentional exposure to the chemical or substance; or
 - 3. is determined by the commissioner as a part of the standard for the chemical or substance or mixture of chemicals and substances to present a significant risk to worker health and safety or imminent danger of death or serious physical harm to an employee as a result of foreseeable use, handling, accidental spill, exposure, or contamination.
- D. “Harmful physical agent” means a physical agent determined by the commissioner as a part of the standard for that agent to present a significant risk to worker health or safety or imminent danger of death or serious physical harm to an employee. This definition includes, but is not limited to, radiation, whether ionizing or nonionizing.
- E. “Infectious agent” means a communicable bacterium, rickettsia, parasites, virus, or fungus determined by the commissioner by rule, with approval of the commissioner of health, which, according to documented medical or scientific evidence, causes substantial acute or chronic illness or permanent disability as a foreseeable and direct

result of any routine exposure to the infectious agent. Infectious agent does not include an agent in or on the body of a patient before diagnosis.

- F. "Blood borne pathogen" means a pathogenic microorganism that is present in human blood and can cause disease in humans. This definition includes, but is not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

IV. TARGET JOB CATEGORIES

Annual training will be provided to all full- and part-time employees who are "routinely exposed" to a hazardous substance, harmful physical agent, infectious agent, or blood borne pathogen as set forth above.

V. TRAINING SCHEDULE

Training will be provided to employees before beginning a job assignment as follows:

- A. Any newly hired employee assigned to a work area where he or she is determined to be "routinely exposed" under the guidelines above.
- B. Any employee reassigned to a work area where he or she is determined to be "routinely exposed" under the above guidelines.

Legal References: Minn. Stat. Ch. 182 (Occupational Safety and Health)
Minn. Rules Ch. 5205 (Safety and Health Standards)
Minn. Rules Ch. 5206 (Employee Right to Know Standards)
29 C.F.R. § 1910.1050, App. B (Substance Technical Guidelines)

Cross References: MSBA/MASA Model Policy 420 (Students and Employees with Sexually Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions)
MSBA/MASA Model Policy 807 (Health and Safety Policy)

New:
Replacing: Policy 4041
First Reading: 03-19-19
Second Reading: 04-23-19
Adopted: 04-23-19 – ISD 709
Reviewed:

604.2R New Elective Courses in Secondary Schools

Statement

In the interest of providing a systematic process for proposing and implementing new elective courses in the secondary schools, the following process shall be followed:

1. No new course may be offered by any school until it has been approved through the new course approval process.
2. The proposed course is discussed and reviewed by the appropriate curriculum committee and the committee will recommend the course to be offered or recommend the course not to be offered. Committees are encouraged to consult with secondary principals before submitting a proposal.
3. The Content Specialist, in collaboration with committee member(s), responsible for overseeing the content area of the new course will submit a course proposal that includes:
 - a. the relationship of the proposed course to the current curriculum,
 - b. student learner outcomes for the course,
 - c. sustainability of appropriately licensed staff,
 - d. and the appropriate materials or textbooks required to teach the course.
4. An assessment will subsequently be made as to the impact on the current elective courses, existing instructional programs, and school district budget.
5. The Director of Secondary Education, along with any other necessary secondary administrators and staff, will review the course proposal and assessment considerations and make a final recommendation to the Superintendent and School Board.

Courses offered at one traditional high school or middle school must be offered to students at the other traditional high school or middle school through the course catalog.

The School Board shall approve all newly created elective courses before they are offered in the course catalog.

Adherence to the above process will aid the School District in providing equity among the schools in learning opportunities for students, enhance the importance of curriculum, and assure that there will be proper support for new courses.

~~6110 — NEW ELECTIVE COURSES IN SECONDARY SCHOOLS~~

~~In the interest of providing a systematic process for proposing and implementing new elective courses in the secondary schools, the following process shall be followed:~~

- ~~1. The proposed course is discussed and reviewed with the Director of Curriculum, Instruction & Assessment by the principal.~~
- ~~2. Relationship of the proposed course to the current curriculum shall be identified.~~
- ~~3. Student learner outcomes for the course will accompany the proposal.~~
- ~~4. The appropriate curriculum committee or advisory committee will review and recommend the course to be offered or recommend the course not be offered.~~
- ~~5. Funds for the textbooks and/or materials are requested from the Director of Curriculum, Instruction & Assessment who enters the request in the budget process.~~
- ~~6. Appropriate materials or textbooks are selected through a defined selection process.~~
- ~~7. An assessment will subsequently be made as to the impact on current elective courses.~~
- ~~8. A procedure to evaluate the course will be identified as part of the course proposal.~~

~~Courses that are currently offered at one school can be duplicated at another school upon the approval of the Director of Curriculum, Instruction & Assessment.~~

~~The School Board shall approve all newly created elective courses before they are offered in the schools' course description books.~~

~~Adherence to the above process will aid the School District in providing equity among the schools in learning opportunities for students, enhance the importance of curriculum and/or advisory committees, and assure that there will be proper support for new courses.~~

~~Adopted: 06-13-89 ISD 709~~
~~06-20-95 ISD 709~~

407R EMPLOYEE RIGHT-TO-KNOW PROGRAM

A. Written Employee Right-to-Know Program

1. Purpose: The Written Employee Right-to-Know Program places the needed emphasis on identifying and communicating the presence of hazardous substances in the product and processes used in the work environment of the School District.
2. This program meets the requirements of the Employee Right-to-Know Law in the areas of:
 - a. Hazard Inventory
 - b. Labels and Warnings
 - c. ~~Materials~~-Safety Data Sheets (MSDS)
 - d. Employee Information and Training
3. The written program is posted ~~on the staff portal of the district website on the Health & Safety page, in all teachers' lounges and in each Material-Safety Data Sheets (MSDS)-book~~ are available on an online platform that is linked on the staff website on the Health & Safety page and via QR code access in chemical storage areas. Copies of the program are available from the ~~Employee Right to Know (ERK) Health, Safety, and Environmental (HSE) Coordinator at the Central Administration Facilities Building~~ for review by any interested party.
4. The Purchasing Department shall ~~request~~ **require** that all vendors send ~~two copies a~~ **copy** of the ~~Material-Safety Data Sheets~~ for the hazardous substances that they sell to the School District.
5. The Storekeeper, located in the School District storeroom, will verify that all containers received for use within the School District will:
 - a. Be clearly labeled as to the contents
 - b. Note the appropriate hazard warning
 - c. Forward any ~~MSDS's~~ **SDSs** to the ~~Employee Right to Know~~ **HSE** Coordinator
6. The custodians and building engineers in each work building will ensure that all secondary containers are labeled with:
 - a. The product name
 - b. Manufacturer's name, address, and phone number
 - c. Appropriate hazard warnings

The ~~ERK~~ **HSE** Coordinator in the ~~Physical Plant Department at the Central Administration Facilities Building~~ has the labels which meet these requirements and are available upon request.
7. The ~~ERK~~ **HSE** Coordinator will assist any work area with special labeling. ~~ERK~~ **HSE** Coordinator is also responsible for reviewing and ~~up-dating~~ **updating** the labeling when required.

B. ~~Material-Safety Data Sheets~~

1. The ERK HSE Coordinator shall assemble one master file for all MSDS's SDSs and product letters in an electronic database which is sorted the Physical Plant Department at the Central Administration Building by the following site and departments: Industrial Arts, Sciences, Fine Arts, Transportation, Buildings and Grounds/Agriculture, Food Services/Home Economics, and Administrative/General.
2. The ERK HSE Coordinator is responsible for obtaining and maintaining the MSDS SDS system for the School District. The coordinator will review incoming MSDS's SDSs to verify entry into the electronic database. The electronic database automatically updates with the most current version of the SDS. Employees are responsible for periodically verifying the SDS information of the hazardous materials they use. for new and/or changes in significant health and safety information every year. This new or significant information will be given to the appropriate department heads for dissemination to affected employees.
3. The ERK HSE Coordinator will keep a complete list of all products that contain hazardous chemicals. MSDS's SDSs will also be obtained and kept on file for products not containing hazardous ingredients, if the letter/ MSDS SDS so states.
4. Each individual ordering/purchasing using a hazardous substance or agent is required to obtain an MSDS book, a list review the SDSs of hazardous products used within that work area.

C. New Employee Orientation

1. The ERK HSE Coordinator is responsible for assuring that the Written Employee Right-to Know Program is included in the New Employee orientation packet.
2. The Human and Community Resources and Relations Department will be responsible for assigning a new employee to the appropriate training session.
3. The ERK HSE Coordinator will also inform the new employee of where the how to access the list of hazardous products is posted within that work area.

D. Employee Training

1. The ERK HSE Coordinator is responsible for the coordination of training and educational programs that:
 - a. Provide general awareness of the Written Employee Right-to-Know Program to all employees
 - b. Review the chemicals present in the work-place and show the employee how to handle and store them properly.
 - c. Show how to use personal protective equipment when handling chemicals.
 - d. Provide general training on chemicals in specific classes or families.
 - e. Develop work habits and procedures to lessen exposure to hazardous substances.
 - f. Show how to read labels and MSDS's SDSs to obtain appropriate hazardous information.
 - g. Provide information on new products that have hazardous substances.

The ERK HSE Coordinator is responsible for maintaining records to assure that all employees receive the necessary training.

E. Hazardous Non-Routine Tasks

The Facilities Manager or Supervisor of Operations and Energy Management Maintenance and Construction is responsible for providing information to the ERK HSE Coordinator about any hazardous chemicals to which an employee may be exposed during the performance of a non-routine task. A non-routine task is defined as one that is performed by an employee not as part of the usual daily or weekly work routine. An example would be chemically washing down the walls of a work space twice a year.

F. Informing Contractors and/or Temporary Employees

1. Temporary Employees - will be treated as new employees and must be provided all of the orientation and training required of a new employee placed in a work area of the School District where products that are used contain hazardous ingredients. This will be ~~done through~~ coordinated by the ERK HSE Coordinator ~~and the Physical Plant Office~~.
2. Sub-Contractors
 - a. The Physical Plant Offices are responsible for providing sub-contractors with a copy of the Written Employee Right-to-Know Program and the information about any hazardous chemicals to which the sub-contractor and its employees may be exposed while on the job.
 - b. ~~The Physical Plant Offices~~ Facilities Department ~~are~~ is responsible for obtaining information and MSDS's SDSs about hazardous substances that the sub-contractor will bring onto School District property. The ERK HSE Coordinator will disseminate this information to the affected employees.

Adopted: 09-08-1992 ISD 709
Revised: 06-20-1995 ISD 709
05-21-2019 ISD709 (Renumbered only from 4041R)

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 Familial Status 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: _____

STUDENT RECORD UPDATE FORM
PLEASE PRINT

CURRENT STUDENT NAME (First / Middle / Last) : _____

DATE OF REQUEST: _____

STUDENT ID# _____ SCHOOL _____

STUDENT AGE _____ DATE OF BIRTH _____

PLEASE ADD TO OR CHANGE THE FOLLOWING IN THE STUDENT RECORD:

UPDATED STUDENT NAME (First / Middle / Last): _____

GENDER (Required by the State of Minnesota): Female Male

PRONOUNS FLAG: She/Her/Hers He/Him/His They/Them/Their Write-in: _____

EMAIL and HOUSEHOLD RELATIONSHIPS (Change to reflect Updated Student Name) Yes No

- These change(s) are being requested because the student consistently identifies as the name and/or gender requested above.
- I understand that this form does not constitute a legal name and/or gender change and that this form only changes the name and/or gender of the student as reflected in the student records system.
- I understand that this form does not change the name used for "legal documents" including state testing processes.
- I understand that the student's original name and/or gender will be retained in the history of the student records system.
- I understand that the State of Minnesota presently requires a gender of either "Female" or "Male" for state reporting purposes.
- I understand that changing my name and/or gender may complicate future record requests.
- I authorize release of the student's original and updated name/gender to authorized parties as part of student records requests.
- I understand the use of this form to indicate specific pronouns results in a "flag" in student records system. This "flag" will be visible to staff directly working with the student to review, listing pronouns.
- I understand that the elements of obscenity, health, and safety may be considered as legitimate causes for denial of my request.
- I understand that request to change the student's last name requires a court order or an updated birth certificate.

By signing and submitting this form, I request Duluth Public Schools change the name and/or gender of the student listed above.

PRINT PARENT / GUARDIAN NAME(S)
(required for students under age 18)

PARENT / GUARDIAN SIGNATURE(S)
(required for students under age 18)

PRINT STUDENT NAME
(Always ask, required for students over age 18)

STUDENT SIGNATURE
(Always ask, required for students over age 18)

Parent or Student: Submit form to Building Principal for approval

For Office Use Only

PRINCIPAL SIGNATURE & Date (effective date)
(Indicates approval to make requested additions or changes)

Building Secretary: Submit approved record updates to census@isd709.org
Building Secretary: Add flag and pronouns to student records system

ATTACHMENT H

— ACKNOWLEDGMENT —

**GENERAL CONSENT FOR LIMITED QUERIES OF THE FEDERAL MOTOR CARRIER SAFETY
ADMINISTRATION (FMCSA) DRUG AND ALCOHOL CLEARINGHOUSE**

I, _____, hereby provide consent to Duluth Public Schools ISD 709 (“the District”) to conduct a limited query of the FMCSA Commercial Driver’s License Drug and Alcohol Clearinghouse (“Clearinghouse”) to determine whether drug or alcohol violation information about me exists in the Clearinghouse for the duration of my employment with the District.

I understand that if the limited query conducted by the District indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to the District without first obtaining additional specific consent from me.

I further understand that if I refuse to provide consent for the District to conduct a limited query of the Clearinghouse, the District must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA’s drug and alcohol program regulations.

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

Name of Person Filing Complaint (Complainant): _____

Address: _____

Telephone: _____ (Home) _____ (School/Work Location)

Status of Person Filing the Complaint: Student Employee Parent Other _____ (Specify)

Status of Person You Are Reporting: Student Employee Parent Other _____ (Specify)

Name of Person You Are Reporting (Respondent): _____

Statement of Complaint (Include 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 #103, 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): _____

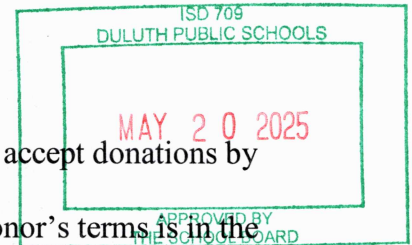
Original to Human Resources Date Distributed: _____
(Human Resources will distribute a copy to the District's Climate Coordinator)

Copies Distributed To: Building Administrator Date Distributed: _____

(To be completed by Human Resources)
REPORT NUMBER: Year: _____ Building Code: _____ Number In Sequence By Year: _____

RESOLUTION

Acceptance of Donations to Duluth Public Schools



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

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

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

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

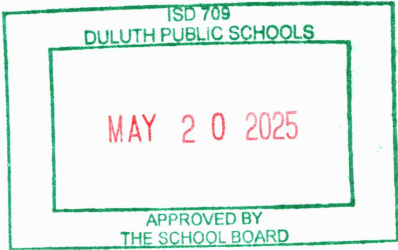
SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Wheeler and associates	\$500.00		This is a sponsorship for Legally Blonde the Musical they're already in our programs and receiving a credit on stage for their support!
Districtwide	Emily Farr - Duluth Chick-fil-A	In-kind	Teacher Appreciation 781 coupons	A coupon for a free small catering tray was given to each teacher in the district in honor of Teacher Appreciation Week
East	Grandma's Saloon and Grill	\$500.00	HOSA	
East	Minnesota Power	\$500.00	HOSA	
East	Twin Ports Dermatology	\$500.00	HOSA	
East	Northern Lakes Chiropractic	\$100.00	HOSA	
East	Airport Animal Hospital	\$100.00	HOSA	
East	Arrowhead Orthodontics	\$200.00	HOSA	
East	Carlson Orthodontics	\$100.00	HOSA	
East	Port City Dental	\$100.00	HOSA	
East	Piedmont Dental	\$100.00	HOSA	

East	Chester Creek Dental	\$100.00	HOSA	
East	Gregorich & Matak Family Dental	\$100.00	HOSA	
East	Mount Royal Dental	\$100.00	HOSA	
East	Blue Pearl Vet Hospital	\$200.00	HOSA	
East	Duluth Chiropractic Clinic PA	\$50.00	HOSA	
East	Chiropractic Health Center	\$50.00	HOSA	
East	ChiroWay of Duluth	\$50.00	HOSA	
East	Chester Creek Chiropractic	\$50.00	HOSA	
East	Dermatology Duluth	\$100.00	HOSA	
East	Duluth med spa	\$50.00	HOSA	
East	Destination fitness	\$50.00	HOSA	
East	North Shore Bank Of Commerce	\$100.00	HOSA	
East	Wells Fargo Bank	\$100.00	HOSA	
East	U.S. Bank Branch	\$100.00	HOSA	
East	Dougherty accounting	\$50.00	HOSA	
East	Dougherty Veterinary	\$50.00	HOSA	

	Clinics			
East	Dougherty funeral home	\$50.00	HOSA	
East	YMCA	\$50.00	HOSA	
East	Super One	\$100.00	HOSA	
East	Duluth Playhouse	\$100.00	HOSA	
East	Ecumen	\$100.00	HOSA	
East	Benedictine Living	\$50.00	HOSA	
Headstart	Jane Killough	\$50.00	Head Start Transportation	
Homecroft	Charities Aid Foundation America	\$200.00		
Lincoln Park	DonorsChoose	In-kind		Ms. Wilkins received 6 Wobble Chairs for her classroom
Lincoln Park	Amy Entzinger	\$1,000.00	\$200 each for 6th, 7th, 8th field trips/enrichments \$200 School Community Panty \$200 One book one day program	
Lincoln Park	Betty Suliin	\$25.00	8th grade donation	Betty Suliin is the mother of 8th grade LPMS team Ahna Suliin
Lincoln Park	Barbara J. Suliin	\$25.00	8th grade donation	Barbara Suliin is the grandmother of 8th grade teacher at LPMS Ahna Suliin
Lincoln Park	Kalyn Carmody-Klein	In-kind - art supplies. Pens, markers, crayons, colored		Very large donations of art supplies to be used school wide

		pencils		
Lincoln Park	Jessica Gfeller	\$25.00	6th Grade Educational Enrichments	
Lincoln Park	Marylee Murphy	\$50.00	6th grade Ft Snelling field trip	
Lincoln Park	Laura Weeks	\$20.00	6th grade trip to Ft Snelling	
Lincoln Park	Jenn Moses	\$25.00	6th Grade Educational Enrichments	
Lincoln Park	Hattie Maruska	\$75.00	7th Grade Educational Enrichments	
Lincoln Park	Linda Salisbury	\$100.00	6th grade Ft Snelling field trip	
Lincoln Park	Kathryn Drengler	\$100.00	6th Grade Educational Enrichments	Impressed with Teachers, Programs and facility
Lincoln Park	Rachael Stigsell	\$5.00	6th Grade Educational Enrichments	
Lincoln Park	Cassie Wirth	\$50.00	6th Grade Educational Enrichments	
Lincoln Park	Andrea Finke	\$50.00	6th Grade Educational Enrichments	
Lincoln Park	Cody Morrow	\$50.00	6th Grade Educational Enrichments	Happy to help with some of the "extras", and so proud LPMS makes those possible
Lincoln Park	Cody Morrow	\$50.00	One Book One Day	Happy to help with some of the "extras", and so proud LPMS makes those possible
Lincoln Park	Jessica Lehet	\$50.00	7th Grade Educational	Keep up the great work. In Memory

			Enrichments	of Tyler Bandelin
Lincoln Park	Jessica Lehet	\$25.00	Community School Pantry	Keep up the great work. In Memory of Tyler Bandelin
Lincoln Park	Jessica Lehet	\$25.00	One Book One Day	Keep up the great work. In Memory of Tyler Bandelin
Lincoln Park	Rachel Menor	\$34.00	6th Grade Educational Enrichments	
Lincoln Park	Christopher Johnson	\$25.00	6th Grade Educational Enrichments	



RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

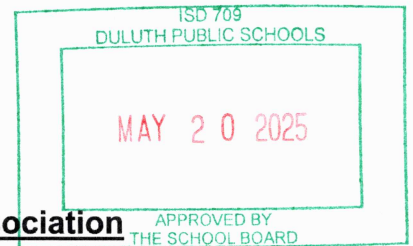
WHEREAS, Minnesota Statute 465.03 requires a school district to accept grants by resolution expressed in the terms prescribed by the donor in full; and,

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
Project Joy	Samantha Webster	Duluth Preschool	\$1,000.00	Supplemental \$ food for family events and library collaboration
ICCOD	Angie Lussier	Ordean East/Special Education Teacher	\$1,531.75	This is a field trip for special education students to attend a Duluth huskies baseball game



RESOLUTION

Duluth District-Wide Instructional Administrators' Association

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and the Duluth District-Wide Instructional Administrators' Association, a summary of which is in the hands of all School Board members, be approved and adopted for the period August 1, 2023 to July 31, 2025, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

COLLECTIVE BARGAINING AGREEMENT

between

INDEPENDENT SCHOOLS DISTRICT NO. 709
DULUTH, MN

and

Duluth District-Wide Instructional Administrators' Association

EFFECTIVE DATES

2023-2025

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COLLECTIVE BARGAINING AGREEMENT

Between
Duluth District-Wide Instructional Administrators' Association

and

Independent School District No. 709
St. Louis County, Minnesota

THIS AGREEMENT, entered into, by and between the Duluth District-Wide Instructional Administrators' Association, hereinafter referred to as the "**Association**", and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "**School District**", and relating to terms and conditions of employment, including the hours of employment, the compensation therefore (including fringe benefits, except retirement contributions or benefits) and the employer's personnel policies affecting the working conditions of employees.

NOW, THEREFORE, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

ARTICLE I **Recognition**

The School District formally recognizes the Duluth District-Wide Instructional Administrators' Association as the exclusive bargaining representative for all instructional administrators who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding superintendents, assistant superintendents, building-based licensed administrators, education directors, business administrators and confidential employees. The Association shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees or affecting the role of the Association as the exclusive bargaining representative with any other organization or person except as required by law.

The unit, as presently constituted, is made up of employees who had been represented previously by two (2) different bargaining units, each of which had a contract with the District. Each contract contained conditions of employment and benefits unique to that unit. Certain of the historical bargaining bases and philosophies that were reflected in the differing contract provisions are preserved in this contract. The method selected to preserve some of the contract provisions is to divide the unit into two (2) groups, A and B. Appendix A lists the position titles by the group to which the positions are assigned.

ARTICLE II **School District And Association Rights**

Section 2.1 - School District Rights: It is understood and agreed that the School Board of the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct and control all School District functions in all particulars, except as limited by the terms of this Agreement or by applicable federal and state laws.

Section 2.2 - Vacant, New & Changed Positions: When a vacancy occurs in an administrative position or when a new administrative position occurs, notice of such will be mailed to the President of the Association or his/her designee at least ten (10) days prior to the date applications for each are accepted. Any newly created administrative positions determined to be within the appropriate bargaining unit will be assigned to Group A or Group B and will be placed on the Administrative salary schedule by agreement of

the School District and the exclusive representative. Should the School District and the exclusive representative be unable to agree on the appropriate placement of any such newly created position within ten (10) days of notification by the School District to the exclusive representative, the School District shall make the placement and the exclusive representative may then grieve such placement under Article VII of this Agreement, including binding arbitration.

In the event the District significantly increases the position responsibility of a position in the unit, the following procedure shall be followed:

Level 1: A person in the unit who believes that his/her assigned job responsibilities have increased to warrant reclassification shall make a written request for such consideration to the Human Resources Director or his/her designee. The Human Resources Director or his/her designee shall review the request pursuant to the District's job evaluation methodology and make a written decision within ten (10) working days with copies being sent to the exclusive bargaining unit president and the employee making the request and supervisor.

Level 2: If the employee or unit does not agree with the Level 1 decision a three (3) member committee shall be formed with one member chosen by the Superintendent of Schools, one member by the exclusive representative and the third member chosen by agreement. The committee shall convene and render a decision by twenty (20) working days following the agreement of the third party. The decision of the committee shall be final and binding subject to Superintendent approval. However, should the Superintendent deny the decision, he/she may do so only on the basis of removing those duties found to qualify the position in question for reclassification.

Reclassifications are effective thirty (30) days prior to date of applications receipt in the Human Resources Department. Should the Superintendent remove duties, the employee will be compensated thirty (30) days prior to application's receipt in the Human Resources Department.

Section 2.3 - Validity or Conformity to Law Clause: If any provision of this Agreement is or shall at any time be contrary to law or the District's affirmative action policy, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. The School District and the Association shall meet to negotiate an amended clause to replace any invalid provision.

Section 2.4 - Savings Clause: In the event that any provision of this Agreement is or shall at any time be contrary to law or affirmative action policy, all other provisions of the Agreement shall continue in effect.

Section 2.5 - Association Dues: Upon receipt from the Association of its membership list, the School District shall deduct from the salary of each member annual dues not to exceed two (2) installments per year.

In the event the Association finds it necessary to make a special assessment of its membership, the School District will, upon written authorization from the Association President at least thirty (30) days prior to a given pay day, withhold the amount of the assessment from the pay of each member and remit the same to the Treasurer of the Association or his/her representative as designated by the Association President. The withholding of such assessment shall be on a schedule determined by the membership.

Section 2.6 - Matters Not Covered: This Agreement represents the full and complete agreement between the parties and supersedes all previous agreements between the parties. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement and not subject to further negotiation during the term of this Agreement, and the parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may now have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

Section 2.7 - Probation & Discipline: Upon initial appointment to a position in the unit regarding a license, there shall be a two (2) year probationary period for individual appointments for individuals having teacher tenure in the District. During this probationary period the employment of the administrator may or

may not be continued as the School Board shall see fit, whereupon, in the latter case, the administrator shall have the right to return to his/her previous position or to a position equivalent to the one held prior to the appointment to the unit, provided a position exists for which the administrator is appropriately licensed and the Administrator has sufficient seniority to claim the position.

Administrators appointed to a position in the unit requiring licensure who do not have teacher tenure in the District will have a probationary period of three (3) years during which period the administrator's employment may or may not be continued as the School Board shall see fit.

Administrators appointed to positions in the unit, which do not require licensure will have a probationary period of one (1) year during which period the administrator's employment may or may not be continued, as the School Board shall see fit.

Any administrator who is not serving as a teacher within the meaning of Minnesota Statute 122A.41, Subd. 1, and who has completed the probationary period set forth above, shall not be terminated, suspended or demoted (excluding demotions due to budgetary demotion) after the probationary period shall be given in writing to the employee with the reasons and causes stated therefore, and the employee, if not satisfied with the reasons given or causes stated, shall have the right to grieve the action taken in accordance with the procedure set forth in Article VII hereof. The District may discharge, suspend (with or without pay) or demote at the time of such notice, and the action taken shall continue in effect unless reversed or altered through the grievance procedure or any ensuing arbitration.

Any administrator who has completed the probationary period and who is serving as a teacher within the meaning of Minnesota Statute 122A.41, Subd. 1, shall be discharged, suspended, or demoted in accordance with the provisions of that statute.

Section 2.8 - Worksite Visits: Representatives of the Union shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Union representatives shall make their presence known to the worksite supervisor of their designee. Such visits shall not interrupt normal work responsibilities.

Section 2.9 - Membership Maintenance: BY October 1 of each school year, the district shall provide in electronic form to the Union, the names addresses, telephone numbers, email addresses, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On a quarterly basis or on request, the District shall provide the Union with a current bargaining unit list. Such requests shall be filled within five days.

The District will provide information about new hires to exclusive representatives within 20 days of their hire or exit from the bargaining unit. Exclusive representatives will be given an opportunity to meet with new employees for at least thirty minutes upon their hire.

Communication to members should follow the District Policy.

ARTICLE III **Terms And Regulations Of Employment**

Section 3.1 - Definition of the Work Year: The number of weeks to be worked are specified in the salary schedule as set forth in Appendix A.

Section 3.1.1 - Holidays (Group A):

A. Administrators on a fifty-two (52) week work contract shall have twelve (12) paid holidays per year as follows:

New Years' Day	Teachers' Convention day in October
Martin Luther King Jr. Day	
Presidents' Day	Thanksgiving Day and the day

Memorial Day	after Thanksgiving
Juneteenth	
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

B. 1. Administrators who work less than a full year contract shall have as holidays:

- Labor Day
- Teachers' Convention Day in October
- Thanksgiving Day and the day after Thanksgiving
- Presidents' Day
- The Spring Recess Week the same as teachers
- Memorial Day
- Juneteenth
- Independence Day is a day off without reduction in compensation

If the administrator is scheduled the day before and/or after

(Note: The winter recess is not paid holiday time.)

2. Consistent with the teachers' contract work year, these administrators are to work the equivalent of two (2) school days to be scheduled for evening and/or other non-duty hours for fall and spring conference/counseling. Administrators who do not participate in conference/counseling are to work the equivalent of two (2) school days in what would otherwise be non-duty hours with the tasks to be performed and the scheduled tasks to be agreed upon by the unit member and the immediate supervisor.
3. In the event teachers may be required to perform duties on other days or days in lieu of scheduled work days as provided in the official school calendar due to emergencies including energy conservation, administrators will also be required to adjust their annual work schedule accordingly without change in compensation. Strikes will not be considered an emergency closing.
4. Administrators that work less than a full-time contract shall individually schedule their yearly calendar with their Supervisor's approval no later than June 30 for the next school year. Work days cannot include District Holidays as listed in 3.1.1. A as buildings are closed. Administrators may edit or update their yearly calendar with 10 days-notice or with supervisor approval.

Section 3.1.2 - Holidays (Group B): All employees under this agreement shall receive twelve (12) paid holidays as follows:

- New Years' Day (if the administrator is scheduled to work the day before and/or after)
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day (if the administrator is scheduled to work the day before and/or after)
- Labor Day
- Teachers' Convention Friday in October
- Thanksgiving Day and the Day after Thanksgiving
- Christmas Eve Day (if the administrator is scheduled to work the day before and/or after)
- Christmas Day (if the administrator is scheduled to work the day before and/or after)

Presidents' Day and Teachers' Convention Friday shall be holidays, however, in the event of an emergency or any other reason requiring the conducting of school, the Superintendent has the option to declare such days as workdays, in which case the employee shall receive an extra day(s) of vacation in lieu thereof.

Section 3.1.3 - Vacation Days (Group A):

A. Fifty-two (52) week employees: (Prorated based on effective date and FTE.)

- First Year 11 Days
- After 1 Year 16 Days
- After 4 Years 20 Days
- After 6 years 21 Days

- After 7 Years 22 Days
- After 8 Years 23 Days
- After 9 Years 24 Days
- After 10 Years 25 Days
- After 15 Years 27 Days
- After 25 Years 30 Days

Administrators assigned to work less than fifty-two (52) weeks per year do not accrue and are not entitled to take vacation.

Section 3.1.4 - Vacation Days (Group B):

A. Fifty-two (52) week employees – Prorated based on effective date and FTE

- First Year 11 Days
- After 1 year 16 Days
- After 4 years 20 Days
- After 6 years 21 Days
- After 7 Years 22 Days
- After 8 Years 23 Days
- After 9 Years 24 Days
- After 10 Years 25 Days
- After 15 Years 27 Days
- After 25 Years 30 Days

B. Less than fifty-two (52) week employees – Prorated based on weeks of work and FTE – Same as above, just prorated by weeks of work and FTE.

Employees working less than fifty-two (52) weeks a year shall have the same vacation schedule as outlined above except that vacation pay may be pro-rated in accordance with the number of weeks actually worked. Employees working in positions calling for a fifty-two (52) week work year and who are eligible for a two (2) week vacation may, with prior approval from the Superintendent or his/her designee, carry over one (1) week of vacation to be used in the following year. Request to accrue vacation in this regard must be made in writing prior to November 1 of the calendar year immediately preceding the calendar year in which the vacation time will be used.

Section 3.2 - Summer School Administrative Positions: Summer school administrative positions may be granted to members of the bargaining unit and/or persons from outside the unit at the sole discretion of the School Board. Furthermore, the rate of compensation for such work shall also be established by the School Board at its sole discretion. The President of the DDWIAA Unit will be notified of any summer school openings so that members of this unit may apply.

Administrators working less than a fifty-two (52) week work year assuming summer school positions shall have the option, subject to concurrence of the Superintendent or his/her designee, of either adjusting their work year, if need be, in order to avoid overlapping or pyramiding of compensation or being paid at one's regular rate in lieu of summer school pay for any portion of overlapping employment.

Section 3.3 - Weeks Beyond Regular School Year (Group A): Weeks worked beyond the regular thirty-eight (38) week school year shall be distributed at the discretion of the Superintendent of Schools except that such weeks shall be contiguous to the regular school year. Nothing, however, prohibits an individual administrator and the Superintendent from agreeing to a different distribution of weeks than has been established for administrators in the unit.

Section 3.4 - Adjustment in Work Year (Group A): Administrators on less than a full year contract may, with the Superintendent's approval, adjust their contract year in order to allow for time off during the normal contract year.

An administrator shall receive pro-rata compensation or compensatory time (at the discretion of the Superintendent) for services performed which goes beyond his/her contract year provided the

Superintendent gives written approval for such services to be performed before such services are initiated. All services which are related to the normal preparation of a department preceding a school year, including interviewing time, shall not be considered services for which any form of additional compensation is paid.

Section 3.5 - Advancement Through the Salary Schedule: Administrators covered by this Agreement shall be advanced through the steps of the salary schedule at the rate of one (1) step per year, effective August 1, of service in the School District, except that administrators who begin their service in a position within the unit after one-half of the work year for their position has passed will receive no increment the following year.

Any employee qualified for membership in the bargaining unit who has worked in the School District in a designated administrative position within the unit in either a temporary or acting capacity within the previous two (2) year period for a cumulative time equal to one-half (1/2) of his/her contract year if appointed to that position, shall be advanced one (1) step on the appropriate salary lane.

Section 3.6 - Placement on the Salary Schedule:

A. **(Group A)** - Determination of the class (pay level) for new administrative positions will be determined pursuant to the District's job evaluation methodology.

Placement on an appropriate step of the salary schedule for administrators selected from outside of the unit will be determined by agreement between the individual and the School District. The unit will be notified of the salary placement.

If an employee is placed in a different class of pay on the pay schedule, he/she will be initially placed at a negotiated pay step.

Placement on the salary schedule of positions subject to reclassification will be placed on the administrative salary schedule by agreement of the School District and the exclusive representative. Should the School District and the exclusive representative be unable to agree on the appropriate placement of any such position, such matters in dispute will be submitted to a classification committee consisting of three (3) members; the Director of Business Services or his/her designee, one (1) member from the bargaining unit (who do not participate on the unit's committee which governs such classification matters) and a third member mutually agreed upon by the above two (2) representatives. The classification committee decision shall be final and binding upon all parties.

B. **(Group B)** - Placement on an appropriate step of the salary schedule for administrators selected from outside or inside the unit will be determined at the time of initial appointment by agreement between the individual and the School District.

Section 3.7 - Transfers:

A. **(Group A)** - Should an involuntary transfer become necessary, the administrator and the Association shall be notified and be given reason in writing for such transfer by July 1 preceding the contract year in which the transfer will occur. In addition, a copy of the job description for the position into which the administrator will be transferred will accompany the notice to the administrator and the Association. No transfers will be made after June 1 unless the administrator under consideration for transfer agrees to transfer.

No loss of salary shall be suffered by an administrator as a result of a transfer. Demotions shall not be considered a transfer.

B. **(Group B)** - Should an involuntary transfer become necessary, the employee and the Association shall be notified and be given reason in writing for such transfer. No loss of salary shall be suffered by an employee as a result of a transfer. Demotions shall not be considered a transfer.

Section 3.8 - Salaries: The salaries of the administrators covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

Section 3.9 - Cell Phone Allowance: The School District shall provide the Employee with a Cellular Phone Allowance. The School District shall provide the Employee with a monthly allowance of \$75.00 for use of the Employee's cellular phone. Alternatively, at the Employees' option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District \$10.00 monthly for personal use. The district will determine which positions are eligible by using the established District rubric.

Section 3.10 - Lay-Off Policy for Group A Positions: In the event of financial needs or administrative reorganization it is necessary to discontinue certain administrative positions, the provisions of Minnesota Statute 122A.41 shall be utilized in determining the individuals to be laid off or demoted except that:

- A. In the absence of a specific licensure requirement from the state for a given position in the unit, the District may require that a person desiring to bump into that position must meet the minimum requirements as called for by the District when the position was last advertised. If the position has changed since it was advertised or the position is new, the person desiring to bump into it must meet the qualification requirements as established by the District in the new or revised job description on file for the position.
- B. An administrator, having been laid off, shall have re-employment rights for a period of four (4) school years following lay-off. Re-employment shall be in reverse order of lay-off provided, in all cases, the administrator meets the qualification requirements then existing for the position for which re-employment is sought.

If a position becomes available for a qualified administrator on lay-off, the School District shall mail notice of the availability of the position to qualified administrators on lay-off. Mailing shall be by certified mail sent to the address on file with the District. Administrators shall have ten (10) days from the date of mailing of such notice to file written acceptance of the re-employment. Failure to accept re-employment in writing within such ten (10) day period shall constitute waiver on the part of the administrator to any further rights of re-employment or reinstatement, and the administrator shall forfeit any future reinstatement or re-employment rights; provided, however, that an administrator who has been laid off from a full-time position may decline an offer of re-employment to a part-time position without loss of his/her re-employment rights. If re-employment is offered, the administrator must return to employment with the District not later than the commencement of the next school year. An administrator who accepts an offer of re-employment to a part-time position pursuant to this paragraph and who is reduced from a full-time position to a part-time position involuntarily in lieu of layoff shall not relinquish his/her right to reinstatement into a full-time position based on his/her seniority and qualifications during the four (4) year period referred to herein.

An administrator, when placed on lay-off, shall file his/her name and address with the School District Human Resources Department and any notice of reinstatement or availability of position shall be mailed to that address. It shall be the responsibility of an administrator on lay-off to provide for forwarding of mail and to give notice of changes of address. Failure of a notice to reach an administrator shall not be the responsibility of the School District, if any notice has been mailed in accordance with this paragraph.

- C. Nothing contained in this Agreement shall be construed to waive or limit the power of the School Board to abolish, create or modify administrative/supervisory positions.

Section 3.11 - Lay-Off Policy for Group B Positions: In the event of declining enrollment or administrative reorganization it is necessary to discontinue certain positions, administrators shall be laid off in the inverse order in which they were employed by the School District in an administrative position. Period of service shall not be interrupted while an administrator is on an approved leave of absence.

An administrator in Group B laid off shall be entitled to bump into another Group B administrative position in the bargaining unit provided the administrator being displaced has a shorter period of service and provided the administrator desiring to bump into the position meets the minimum requirements for the

position as established by the District either when the position was last advertised or, in the case of new or changed position, through the new or revised job description on file for the position.

An administrator on layoff shall have re-employment rights to an administrative position in Group B that becomes open if the administrator meets the minimum qualification requirements as established by the District either when the position was last advertised or, in the case of new or changed positions through the new or revised job description on file for the position.

An administrator having been laid off shall have re-employment rights for a period of four (4) school years following layoff. Re-employment shall be in the inverse order of layoff provided, in all cases, the administrator is qualified for the administrative position for which re-employment is sought.

Nothing contained in this Agreement shall be construed to waive or limit the power of the School Board to abolish, create or modify administrative/supervisory positions.

Section 3.12 - Indemnification & Provision of Counsel: In the event that an action is brought or a claim is made against the employee arising out of the performance of the duties of the employee's position, and the employee is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of bad faith, malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes § 466. Defense of employee by the District insurer shall be deemed to satisfy the obligation of the District set forth in this paragraph.

ARTICLE IV **Leaves Of Absence**

Section 4.1 - Leaves of Absence Without Pay:

A. Leaves of absence without pay shall be granted upon written application to the Human Resources Manager for the following reasons:

1. **Military:** Leaves of absence shall be granted to any administrator who shall be inducted for military duty any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes §192.261.
2. **Parental Leave:** Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, parental leave shall be granted to the end of the contract year. In order to be eligible for parental leave, the employee must request the parental leave in writing to the Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District.

3. **Group A - Study Leave:** Leaves of absence shall be granted, with the approval of the Superintendent, for a full-time program of study related to the administrator's licensed field. Application for such leave is to be made by April 1 for the following contract year. Such a leave may be extended subject to the approval of the School Board through a second consecutive full contract year, provided application is made by April 1 for the following contract year. The number of such leaves shall be not more than two (2) employees in any one (1) contract year. To qualify for such leave, an employee must have five (5) years' experience with the School District, and an employee cannot repeat such leave within a five (5) year period.

Group A & Group B - Leave of Absence Without Pay: At the discretion of the School Board, an employee may be granted, upon written request, a leave of absence without pay from the unit for up to one (1) year for purposes other than those enumerated provided the employee, upon returning to the unit within the one (1) year period, does not displace any employee nor assumes a position in which he/she has no previous successful experience in the District or is not otherwise qualified to perform in the sole discretion of the departmental supervisor.

4. Medical leave of absence up to two (2) years shall be granted while an employee is unable to perform the regular duties of his or her employment because of illness or injury. This leave may, at the option of the School Board, be extended for a maximum of an additional three (3) years upon request at the end of each prior year.
 5. Leaves of absence shall be granted for any other reason that is required by law and may be granted upon written request for purposes other than those enumerated.
 6. Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy, which policy shall be in compliance with the Family and Medical Leave Act.
- B. Upon termination of his/her leave of absence and return to the School District, the employee shall be placed at the same position on the salary schedule as he/she would have been had he/she been employed in the School District during such period if the leave was granted for any of the following purposes:
1. Military leave, provided that the requirements of Minnesota Statutes, §192.261 are complied with
 2. Medical and parental leave of absence less than eighty (80) working days in any school year
 3. Exchange administrative and/or supervisory programs with schools in Minnesota or in other states, territories or countries
 4. Federal, foreign or military education programs
- C. Any administrator on leave of absence may, if he/she so elects, remain in the School District's hospitalization group, provided he/she pays all premiums quarterly in advance to the School District.

Section 4.2 - Group A - Personal Leave Day: Three (3) personal leave days will be granted each year to be used at the discretion of the administrator under the following guidelines:

1. A written request shall be submitted to an employee's supervisor at least five (5) days prior to the requested leave day.
2. In emergency situations, written requests may be submitted after the fact; however, it is understood that the administrator will assume the responsibility in such an emergency of notifying the building principal or other immediate supervisor at the earliest possible time.
3. Deduction for personal leave shall be from accumulated sick leave.
4. An administrator may accumulate one (1) unused personal leave day; however, no more than one (1) unused personal leave day may be carried over from any one contract year to the next contract year.
5. Administrators who are entitled to the vacation benefit shall not be eligible for personal leave days.

Section 4.2.1 - Group B - Special Leave: One (1) day special business leave per year may be granted to each employee covered by this Agreement, if approved by the Human Resources Director. Application may be made following the use of such day only in the case of a special business emergency. Leaves denied may be deducted from earned vacation.

A special business leave day will be deducted from vacation time for those who have more than two (2) weeks' vacation allowed. However, the Human Resources Director prior approval is not necessary for employees who have the leave deducted from vacation time.

Section 4.3: Should a position be vacated for any of the above leaves, the person assuming such position in an acting capacity shall be reinstated in his/her former position and salary classification upon the return to the District of the administrator on leave. This provision shall also apply to leaves with pay.

Section 4.4 - Leaves of Absence With Pay:

- A. **Military Leave.** Military leave of absence with pay shall be granted as required by law.
- B. **Professional Leave.** Administrators may be excused for professional reasons without loss of pay provided permission is granted by the Superintendent or his/her designated representative. Such professional leave could include, but not be limited to, conferences, workshops, conventions, task force membership and committee membership relating to education appointed by local, state, and/or federal government.
- C. **Sick Leave.**
 - 1. **Yearly Allowance:** Sick leave shall be accumulated at the rate of ten (10) days for the thirty-eight (38) week school year plus additional days for those employees covered by this Agreement whose work year exceeds thirty-eight (38) weeks at the rate of one (1) additional day for each three and eight-tenths (3.8) additional weeks of work. Annual maximum shall be thirteen (13) days per year.
Cumulative Plan: Unused sick leave shall accumulate to a maximum of two hundred thirty (230) days.
 - 2. Holidays which occur during absence on account of personal illness, death in family or family leave shall be compensated for and shall not be deducted from sick leave.
 - 3. **Sick Leave Bank:** A committee consisting of two (2) administrators appointed by the Association and two (2) members appointed by the Superintendent, one (1) of whom shall be the Human Resources Manager who shall act as chairperson and the other an administrator not a part of the bargaining unit, shall adopt rules and regulations covering the sick leave bank which is to be administered by the Human Resources Manager. The rules and regulations shall provide for a means to assess members of the unit sick leave days to be put into the bank and means to maintain a minimum balance therefore. Eligible employees may use the sick leave bank following the exhaustion of yearly and accumulative sick leave accredited to their personal account and prior to the date they would be eligible to receive benefits under the long-term disability insurance program of the School District, but shall not be entitled to use the sick leave bank once they would be eligible to receive benefits under the long-term disability program or any time thereafter for any illness or injury. The maximum number of days that may be withdrawn by any employee shall be one hundred eighty (180).
- D. **Death in Family Leave:**
 - 1. Full pay for absence not to exceed three (3) days for a death locally and five (5) days if the funeral is held more than one hundred fifty (150) miles from the City of Duluth shall be granted to eligible persons covered by this Agreement to attend a funeral in their immediate family.
 - 2. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
 - 3. Definition of ***"family"*** under death in family allowance shall constitute members of the immediate family of an employee, or their spouse, and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew. This shall also apply to foster relationships of the above listed categories.
- E. **Jury Duty:**
 - 1. When an administrator is selected for jury duty, upon prompt notification to his/her supervisor, he/she shall be released from his/her regular assignment for such duty on those days the employee is directed by the court to report for duty. The employee, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the employee shall make a request of the court for release from that assignment prior to being placed on such jury.

2. The administrator will receive his/her regular contractual salary while on jury duty, with jury pay, less documented expenses, surrendered to the School District.
- F. **School-Related Injuries:** An administrator who is injured in the course of carrying out duties and responsibilities, as an employee of the School District shall be granted leave without loss of pay for a period not to exceed five (5) days. If such an injury is the result of assault, leave without loss of pay shall be granted for a period not to exceed ten (10) days. Leave granted due to injury as a result of assault shall not be deducted from the administrator's accumulated sick leave.
- G. **Family Leave:**
1. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the employee.
 2. **"Family"** shall constitute members of the immediate family of an employee, or their spouse, and for purposes of this regulation shall include parent, stepparent, sibling, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories.
 3. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota Statute §181.9413 (2013).

ARTICLE V **Insurance**

Section 5.1 - Medical and Dental Insurance: The School District shall pay the same monthly premium for employee coverage and dependency coverage for group hospital and medical insurance, and for group dental insurance as is paid by the District for such coverage for the teachers of the District.

Section 5.2 - Group A & B Long-Term Disability Insurance: The School District will pay the cost of a long-term disability (LTD) income protection plan. This plan shall be continued in effect for employees with coverage to include provisions for payment of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or an improved level as the plan in effect on the date of this Agreement. Each employee may at his/her option elect to have the payments added to taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment for the next calendar year.

Section 5.3 - Group Term Life Insurance: Group term life insurance in the face amount of fifty thousand and no/100th dollars (\$50,000.00) will be provided for each employee in the unit at no cost to the employee. Optional supplemental group life and AD&D benefits in the amount of 100 thousand (\$100,000) can be purchased in increments of \$10,000 and dependent life insurance will be made available at the employee's cost.

Section 5.4: In the event that the School District, either contractually or non-contractually, shall increase, extend or otherwise improve existing fringe benefits to the teachers of the District, during the period of August 1, 2021, through July 31, 2023, inclusive, such benefits shall, on the same basis and in the same manner be increased, extended or improved to the employees covered by this Agreement.

For the purposes of this Agreement, fringe benefits shall include long-term disability insurance, liability insurance, retirement-severance (only as it pertains to the content of Section 8.2 and Section 8.5), legal, sabbatical leaves, physical exams, but shall not include life insurance, wages and salary on any basis. Any increases in such fringe benefits shall be reflected as a cost item(s) in any subsequent collective bargaining negotiations and settlement.

ARTICLE VI **Travel**

Reimbursement will be made by the School District for authorized administrative travel as follows:

1. **In-District Travel:** For administrators authorized mileage, automobile travel shall be paid at a mileage rate established by School Board policy.
2. **Out-of-District Travel:** Hotel and registrations at actual cost. Commercial transportation, when used, at actual cost. Private automobiles, when authorized and used, at the rate authorized by School Board policy. Meals shall be reimbursed not to exceed the amount specified by local policy (#3136R). Should another bargaining unit receive an increase in mileage figures, that increase shall be granted to employees covered by this Agreement.

It is the responsibility of the Association member to provide necessary documentation before reimbursement can be made. The Association member must receive prior approval for out-of-district travel from the Superintendent or his/her designee. Reimbursement for out-of-district travel shall not be permitted for meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of administrators or the role of the exclusive representative of administrators in the meeting and negotiation process.

ARTICLE VII **Grievance Procedure & Arbitration**

The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement.

Section 7.1 - Definitions:

- A. A "***grievance***" is an action instituted under this Article by an aggrieved employee of the Association in the belief that there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.
- B. The "***aggrieved employee***" is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication or misinterpretation of the terms of this Agreement.
- C. The term "***days***" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or legal holiday the next calendar day which is not a Saturday, Sunday or legal holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

Section 7.2 - Representation Rights: The aggrieved employee reserves the right to be represented by a representative of his/her choice, including an Association representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings, except that the Association shall be his/her designated representative in binding arbitration. The Association shall be notified, and a representative of the Association may be present and express his/her views at all steps of this grievance procedure.

Section 7.3 - Procedure:

Step 1: The aggrieved employee shall present his/her grievance in writing to the Human Resources Director within twenty (20) days of the time the aggrieved employee knew or should have known of the act, event or default of the School District, the School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement. The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied or misinterpreted and the relief or action sought by the aggrieved employee. The Human Resources Manager shall set a hearing

date within ten (10) days of the filing of the grievance with the Human Resources Director and notify the aggrieved employee, his/her designated representative and the Association. A decision in writing by the Human Resources Director shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee and the Association.

Step II: In the event an appeal is filed from a decision at Step I or at the option of the Superintendent, the Superintendent or his/her designee shall set a hearing date that is within ten (10) days of the filing of such grievance or appeal, or within twenty (20) days of communication to the Superintendent of the decision at Step I, and so notify the aggrieved employee, the Union, and on an appeal the Human Resources Director rendering the decision at Step I. The Superintendent or his/her designee shall conduct such hearing and notify the aggrieved employee, the Union, and on an appeal the Human Resources Director rendering the decision at Step I of his/her decision in writing within ten (10) days of the hearing

Section 7.4 - Arbitration: The Association, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision of the Human Resources Director or, if no decision has been made, within forty (40) days of the Step I hearing. Such appeal shall be in writing and filed with the Human Resources Director. The Human Resources Director shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes §179A.21, Subd. 2. Upon receipt of such list and within five (5) days thereafter, the Association and School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin unless the School District and the Association can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of the hearing. His/her written decision shall state the facts and articles of the Agreement on which his/her decision relies, shall include his/her conclusions and the relief to be given, if any, and shall be final and binding on the Association and School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by one of the parties and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he/she have authority to determine whether any of the provisions of this Agreement are unlawful. The Association and School District may present any evidence or testimony or raise any issues before the arbitrator, whether or not presented or raised at the prior step of this procedure. Either the School District or the Association may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Association shall share equally in the expenses and cost of the arbitration, but each of them (the School District and Association) shall pay the cost of their own witnesses, the presentation of their own evidence before the arbitrator and of any copies of a written transcript of the proceedings it shall request from the arbitrator and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

Section 7.5 - Miscellaneous Provisions:

- A. The Association may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors, is alleged to have violated, misapplied or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the Human Resources Director or his/her designee may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement and shall notify the Association and employees.
- B. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Association if not a party, but such waiver or extension shall be in writing and signed by the parties. Failure of the Human Resources Director or his/her designee to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Association as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.

- C. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final, except at the arbitration level, where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
- D. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Association where the Association is not a party. In the case of an event, act or default which is of a continuing nature, the employee and Association shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
- E. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
- F. All hearings at Step I shall be held during non-working hours of the aggrieved employee or employees, if possible, but, in the event it is desired by the Human Resources Director or his/her designee to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Association representative shall be given time off without loss of pay to attend such hearings. The Human Resources Director shall first authorize hearings at Step I during working hours.
- G. Any decision, which is mailed, shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a postmark of the United States mail within the time period specified in this procedure.

ARTICLE VIII
Health Care Savings Plan (HCSP)

Section 8.1: To be eligible to receive the Health Care Savings Plan benefits, an employee must have ten (10) years of total service to the School District and be immediately eligible for a Minnesota pension plan at the time of retirement from the School District.

Section 8.2: An eligible employee, upon retirement, shall receive credit for 2.5 days times the number of years of continuous service to the School District.

Section 8.3: The number of unused current and accumulated sick leave days (up to a maximum of 210 days) plus the number of unused current and accumulated vacation days of an eligible employee shall be added to the number determined in paragraph 8.2 above.

Section 8.4: At the time the Teachers' Bargaining Union negotiates a 403(b) severance plan, the bargaining unit as a whole, has the option of reviewing and accepting the plan.

Section 8.5: Payment to the HCSP shall be determined by multiplying the days as calculated above by the employee's daily rate of pay. In no event shall the number of days pay exceed one hundred (100). The daily rate of pay shall be the basic daily rate, including longevity, at the time of retirement (or if retirement occurs after service to the District ceases, the basic daily rate shall be the rate when actual service ceases) not including additional compensation for extra-curricular assignment, extended employment or other additional compensation.

Section 8.6: The number of unused days not used in the payment determined above shall be multiplied by the employee's daily rate of pay and the amount then discounted by 3.5%

The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.

Example of HCSP Calculation:
Total Credit Days (eligible days for HCSP):

Years of continuous service x 2.5
+ unused and accumulated sick leave days (up to a maximum of 210)
+ unused and accumulated vacation days
= Total Credit Days

Benefit payment for first 100 days:
Total Credit Days (up to a maximum of 100 days)
x daily rate of pay
= Benefit payment for First 100 Days.

Benefit Payment for Remaining Days:
Total Credit days – minus first 100 days
x daily rate of pay
= Subtotal of Remaining Days
- Subtotal of remaining days x discounted 3.5%
= Benefit for Remaining Days

Total Health Care Savings Plan Payment
Benefit Payment for First 100 Days
+ Benefit Payment for Remaining Days
= Total Health Care Savings Plan Payment.

Participation in the District Health Plan. Retired employees will be allowed to continue to participate in the District health plans at their own expense pursuant to applicable State and Federal laws.

Section 8.7: Employees discharged for cause shall not be eligible for HCSP contributions.

Section 8.8: The employee must give written notice of retirement to the Human Resources Manager prior to April 1 if not returning for the following contract year, or three (3) months prior to retirement if retiring during the contract year, except in cases of emergency involving serious illness or other justifiable cause, an employee may retire after such time limits with the approval of the Superintendent and may receive HCSP contributions.

ARTICLE IX **Payroll Deductions**

The District will deduct amounts from payroll for required purposes and, upon request, for those other purposes for which the District has agreed to deduct for other employee groups.

The District shall deduct annual dues not to exceed two (2) installments.

ARTICLE X **Paydays**

Section 10.1 - Paydays: All employees covered under this Agreement shall be paid every other Friday, limited to twenty-six (26) payments during any contract year. Except in contract years that dictate twenty-seven (27) payments.

Twice-monthly Pay Schedule: Commencing July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employee will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

Section 10.2 - Method of Payment: The School District may pay such employees in the bargaining unit, as it shall designate by depositing in such bank, as the employee shall designate the net salary or wages owing to such employee. Direct deposit will be mandatory.

Section 10.3: Paydays for returning employees who have been absent during the preceding school year or for new employees on the administrative salary schedule hired from outside the School District and who begin work prior to the beginning of contract year calendar shall begin on the first payday following at least one (1) week's work for the School District.

ARTICLE XI **Personnel Files**

Section 11.1: An Administrator shall have the right to inspect and to obtain copies of all evaluations and files within the School District and maintained at the Historic Old Central High School building or the local school office relating to the individual administrator as provided by Minnesota Statutes, §122A, Subd. 15 and to submit for inclusion in the file written information in response to any such material.

Section 11.2: Identification or written authorization shall be required before access is given to any file.

Section 11.3: All evaluations of an administrator shall be reviewed with the administrator by the immediate supervisor prior to filing. The administrator shall be requested to sign the evaluation to indicate that he/she has reviewed the same and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and each administrator so evaluated shall be informed.

Section 11.4: Official grievances filed by any administrator under the grievance procedure shall not be placed in the personnel file of the administrator, nor shall such a grievance become a part of any other file or record utilized for personnel assignments, nor shall it be used in any recommendations for personnel assignment.

Section 11.5: All materials received for inclusion in a personnel file shall be stamped with a date received for filing.

Section 11.6: An administrator shall be notified whenever material is placed in the personnel file, which is not of a normal or routine nature and does not contain the administrator's signature.

Section 11.7: Each individual personnel file shall have a form placed in it to be used whenever someone outside the Human Resources Department inspects that file. It shall have space for the date, name and reason for inspection.

ARTICLE XII **No Strike Clause**

The Duluth District-Wide Instructional Administrators' Association and the employees covered under this Agreement agree that they will not call, engage in or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. In no event will the compensation for an administrator covered by this Agreement be halted or suspended due to strike or work stoppage by other School District employees, unless an administrator required to work shall refuse or fail to perform work for the School District during the period of strike or work stoppage. Administrators, other than fifty-two (52) week employees, may, at the option of the Superintendent, be placed on temporary leave with pay at any time after the initial three (3) working days of a strike or work stoppage. Such leave time shall be made up beyond the administrator's regular contract year, (e.g. a 40-week administrator may be placed on leave of absence with pay during the period of a work stoppage but make up that lost time without pay beyond his/her regular forty (40) week contract period.) Should additional

time, as determined by the Superintendent be necessary which exceeds the administrator's regular contract period, (e.g. more than an accumulated forty (40) week period using the above example) such extension will be compensated on a pro-rata basis. This shall not apply to summer school.

ARTICLE XIII

Term Of Agreement

Section 13.1: This Agreement shall be effective except as otherwise provided herein, from August 1, 2023 to July 31, 2025, inclusive, except as otherwise provided herein, and thereafter until a new collective bargaining agreement is negotiated and executed between the parties or bargaining rights are terminated by law for this bargaining unit.

Section 13.2: Not more than one hundred twenty (120) days and not less than ninety (90) days prior to July 31, 2025, both parties shall present their intent to negotiate a new Agreement. The parties shall present their proposals for changes in the Agreement and commence negotiations for a new Agreement at a mutually agreed meeting date.

Section 13.3: This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.

Dated at Duluth, Minnesota, this

DULUTH DISTRICT-WIDE INSTRUCTIONAL
ADMINISTRATORS' ASSOCIATION

INDEPENDENT SCHOOL DISTRICT
NO. 709

By: _____
President

By: K. Ede
Chair of the School Board

By: _____
Negotiations Chairperson

By: Sarah M. Kessel
Clerk of the School

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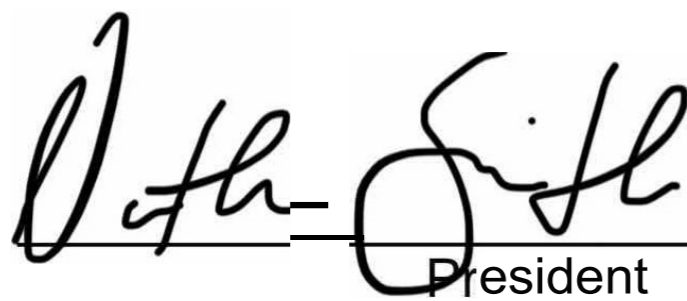
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Dated at Duluth, Minnesota, this

DULUTH DISTRICT-WIDE INSTRUCTIONAL ADMINISTRATORS' ASSOCIATION

INDEPENDENT SCHOOL DISTRICT NO. 709

By:  5/13/25
President

By: _____
Chair of the School Board

By: _____
Negotiations Chairperson

By: _____
Clerk of the School

EMPLOYEE GROUP A

CLASS	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
I - A	2023-2024	1812	1860	1898	1938	1978	2039
	2024-2025	1867	1916	1955	1996	2038	2100
	Coordinator of Indian Education						48 Weeks
	Coordinator Office of Education Equity						48 Weeks
	Ojibwe Language and Culture Coordinator						48 Weeks
	Professional Development Coordinator						48 Weeks
	Reading and Language Arts Coordinator						48 Weeks
	Technology and Innovation Coordinator						48 Weeks
CLASS	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
II - A	2023-2024	1885	1932	1980	2030	2081	2133
	2024-2025	1941	1990	2040	2091	2143	2197
	Coordinator Duluth Adult Basic Education						46 Weeks
	Duluth Early Childhood Services Coordinator/Head Start Director						42 Weeks
	District Community Education Coordinator						52 Weeks
	Supervisor of Assessment & Evaluation						52 Weeks
	Supervisor of Federal Programs						52 Weeks
	Supervisor Special Services						46 Weeks
CLASS	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
III - A	2023-2024	1960	2009	2060	2112	2164	2218
	2024-2025	2019	2070	2121	2174	2229	2284
	Vocational Administrator						46 Weeks
	Supervisor of Early Childhood						42 Weeks

**APPENDIX A
WEEKLY SALARY SCHEDULE
2023-2025
EMPLOYEE GROUP B**

CLASS	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
I - B	2023-2024	1025	1051	1077	1104	1132	1160
	2024-2025	1056	1082	1109	1137	1166	1195
	Full Service Community School Coordinator						46 Weeks
	Safe Routes to Schools Coordinator						46 Weeks
CLASS	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
II - B	2023-2024	1102	1130	1158	1187	1217	1247
	2024-2025	1135	1164	1193	1223	1253	1284
	Community Schools Program Coordinator						46 Weeks
	Community School Building/Program Coordinator						44 Weeks
	(This category includes person assigned to Latchkey and Special Needs Programs)						50 Weeks
CLASS	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
III - B	2023-2024	1185	1214	1245	1276	1308	1341
	2024-2025	1220	1251	1282	1314	1347	1381
	Community Schools Area Coordinator						50 Weeks
CLASS	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
IV - B	2023-2024	1274	1306	1338	1372	1406	1441
	2024-2025	1312	1345	1378	1413	1448	1484
	Facilities Use Coordinator						52 Weeks
CLASS	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
V - B	2023-2024	1369	1403	1439	1474	1511	1549
	2024-2025	1410	1446	1482	1519	1557	1596
	Title I Program Evaluator						44 Weeks
	Family & Community Engagement Coordinator						52 Weeks
CLASS	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
VI - B	2023-2024	1472	1509	1546	1585	1623	1665
	2024-2025	1516	1554	1593	1633	1673	1715

Group A & B:

Longevity to be prorated based on effective date, weeks of work and FTE in service to the District.

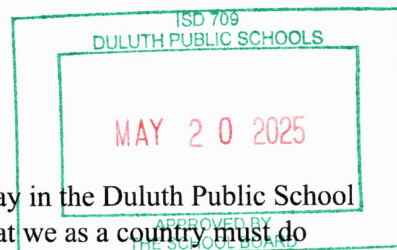
- After 7 years - \$1000 annually
- 15-19 years - \$1500 annually
- 20-24 years - \$2000 annually
- 25+ years - \$2500 annually

Meet and Confer – The District will meet and confer with the Union prior to increasing the number of weeks an employee works per year.

Meet and Confer – The District will meet and confer with the Union regarding the placement of certain Group A positions on the salary schedule.

RESOLUTION

DECLARING THE FIRST FRIDAY IN JUNE TO BE NATIONAL GUN VIOLENCE AWARENESS DAY



This resolution declares the first Friday in June to be National Gun Violence Awareness Day in the Duluth Public School District to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to end this public health crisis.

WHEREAS, every day, 125 people in the United States are killed by gun violence and more than 260 are shot and wounded, with an average of more than 19,000 gun homicides every year; and

WHEREAS, people in the United States are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, in Minnesota 527 gun deaths occur every year, and 1,174 people are wounded by guns every year; a crisis that costs the state \$6.6 billion each year, of which \$105.5 million is paid by taxpayers; and

WHEREAS, protecting public safety in the communities they serve is a high priority of the school district; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from those who are a danger to themselves or others; and

WHEREAS, gun violence prevention is more important than ever as we see high levels of gun violence continue to plague our communities;

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 6, 2025 to recognize the 28th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to -

- (1) Hadiya Pendleton and other victims of gun violence; and
- (2) the loved ones of those victims; and

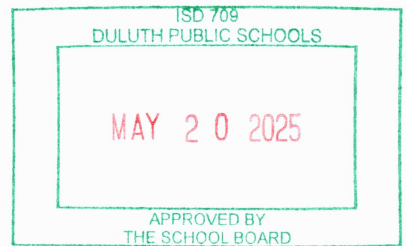
WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to Wear Orange on June 6th, the first Friday in June in 2025, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 6, 2025 people across the United States will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them and encourage responsible gun ownership to help keep families and communities safe.

NOW, THEREFORE BE IT RESOLVED, that the Duluth School Board declares the first Friday in June, June 6, 2025, to be National Gun Violence Awareness Day. We encourage all schools to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.



RESOLUTION
 Authorized Bank Account Signer – May 2025

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby authorizes the following:

District Building	Banking Institution	Account Number	Addition of Authorized Signer	Removal of Authorized Signer
Community Ed	Harbor Pointe Credit Union	XXXX9	Anthony Bonds	Jeremy Rupp



Cindy R. Landon, Right of Way Specialist
PO Box 248
Hastings, MN 55033
Direct Dial 612.449.3463
CLandon@HenningProfessionalServices.com

April 28, 2025

Independent School District No. 709
Attn: Bryan Brown, Manager of Facilities
Central Administration Building
215 North First Ave. E.
Duluth, MN 55802

Re: Offer Packet
MnDOT London Road
Parcel: 6925-904-005
Property: 301 N. 40th Ave. E., Duluth, MN 55804

Dear Independent School District No. 709:

As discussed with Sonya Henning, MnDOT has contracted with Henning Professional Services, Inc. to assist with the right of way acquisition for the above-mentioned London Road project. Enclosed you will find the following in the offer packet folder:

Left side of the folder:

1. Brochure
2. Offer Letter
3. Appraisal
4. Parcel sketch
5. Legal Description of the acquisition area
6. Right of Way Plat

Right side of the folder:

1. Copy of offer letter with return envelope
(Please sign the 2nd page to acknowledge you have received the appraisal and return to me in the enclosed self-addressed stamped envelope.)
2. W-9 form *(Please complete and return to me in the enclosed self-addressed stamped envelope.)*
3. Temporary Easement and Board Resolution Approving Temporary Easement – sample
4. Appraisal Reimbursement Claim form
5. Acquisition Incidental Claim form

Please contact me after you have received this offer to further discuss over the phone or to schedule a time to meet. You can reach me at CLandon@HenningProfessionalServices.com and by phone at 612-449-3463 with any questions or concerns you may have.

If you are agreeable with the offer and don't have any additional questions, you may move forward with the documents. Please have the Board approve the Temporary Easement and complete a Resolution. A sample is enclosed. Please then have two original Temporary Easements signed in front of a notary public, and return the Resolution and Temporary Easements to me, along with a completed W-9 form. The documents for your completion are clipped to the enclosed Pre-paid Priority Mail envelope.

Upon receipt of the signed Resolution, Temporary Easement and W-9 form, I will submit your file to MnDOT for closing and payment.

On behalf of MnDOT, we wish to thank you for your cooperation and assistance, and we look forward to working with you toward a mutually satisfactory completion of this process.

Sincerely,



Cindy R. Landon
Acquisition Agent for MnDOT
Enclosures

Guidebook



for Property Owners

GUIDE FOR PROPERTY OWNERS



DEPARTMENT OF TRANSPORTATION

The Minnesota Department of Transportation is responsible for the administration, planning, construction, maintenance, and safety of the State's highway system and airports. Each year MnDOT makes efforts to reduce traffic congestion and crashes through the use of the State's expanded trunk highway and federal interstate and airport programs. As a result, the State may be required to purchase property owned by individual citizens.

This guide outlines the laws and procedures MnDOT must follow in the land acquisition process. Please review the information carefully to better understand your legal rights as a property owner.

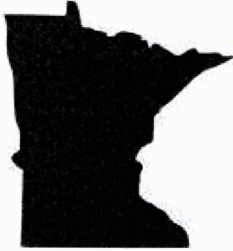
For MnDOT projects, to request this document in an alternative format, call:

MnDOT's Disability Programs Coordinator
651-366-4718 (Metro), or
1-800-657-3774 (Greater Minnesota)
(Please request one week in advance.)

For assistance in placing your call
TTY, Voice, ASCII, or Hearing Carry Over
Dial 711 -or- 1-800-627-3529
(Minnesota Relay)

November 2022

GENERAL INFORMATION



How MnDOT Acquires Property:

Minnesota law allows the State and certain other governmental agencies to acquire property for public purposes such as schools, parks, libraries, recreation facilities, airports and highways.

The Constitution of the United States and the State of Minnesota requires a payment of "Just Compensation" to the owner for property being acquired or damaged for public use.

Payment of "Just Compensation" means that the owner is entitled to the fair market value of their property, which is generally defined as the amount the buyer and seller agree upon based on a valuation of the property.

Prior to Land Acquisition:

During the land acquisition process, a survey crew may request permission to enter your land to obtain information for the planning and engineering of the proposed improvement or project.

Often times a public hearing or an informational meeting will be held to give you a chance to participate in the process of determining the location and design of the highway. (The time and place of these hearings or opportunities for hearings will be advertised in the local newspaper.)

A State agent will contact you to discuss and learn the nature and interest of those persons

involved with the property. It is unlikely at this time that the agent will have complete knowledge of the final State proposal as construction plans are still being developed.

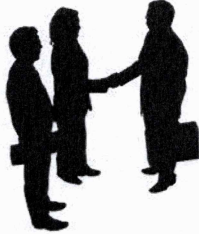
The State will then send a qualified valuation professional to estimate the market value of the State's proposed land acquisition. The valuation professional will contact you at that time giving you the opportunity to accompany him/her during the inspection of your property. The valuation is normally based on studies of recent similar sales of property in your area.

In some instances, if the State determines there are minimal damages to the property, a short form appraisal or minimum damage acquisition will be prepared.

The State will present the owner a copy of the valuation report at the time of the offer.

Please note: you may be contacted again by authorized personnel to obtain other necessary information prior to the time an offer for purchasing can begin.

SECTION I



Minnesota law allows MnDOT to acquire land through the following methods:

- Direct Purchase
- Eminent Domain

Acquisition of Land or Rights by Direct Purchase:

Efforts will be made first to acquire your property through the direct purchase procedure. Direct purchase means a State representative will contact you in an attempt to purchase the property based on the estimated market value provided from the valuation. You will then be given a written statement that includes the amount being offered for the property rights. In instances where only a part of the property is to be acquired, the statement will separate the amount of money to be paid for property and the amount (if any) for damages to the remainder of the property. The State will provide you with a copy of the valuation report. If the acquisition leaves you with an uneconomic remnant, the State will offer to purchase that remnant.



If you accept the offer, you will sign an "Offer to Sell and Memorandum of Conditions" which gives the State permission to buy your property. You will also sign the actual "deed" which conveys the property to the State.

In certain cases, the State will not need to purchase the actual property but will need to purchase certain "rights" from the property. These rights may include drainage easements, extinguishment of access, temporary easements, etc. In this case, you will only sign the actual document that grants those rights to the State.



The State will, at its own expense, furnish all documents necessary to complete the sale or purchase of rights, to make the necessary examination of title, and to record the documents of conveyance. All documents are subject to, and are conditional upon, written acceptance by the State or other acquiring authorities.

After the legal documents have been recorded, payment will be processed. If there is a mortgage and all or a major portion of the property is being acquired, a separate check payable to the mortgage holder will be drawn for the remaining balance of the mortgage including interest to the date of payment. The check for your equity will be mailed directly to you. If only a part of your property is to be acquired, the State will ask for a partial release of mortgage. In this instance, the mortgage holder will also be named on the check. It is strongly recommended that you contact your mortgage holder to determine distribution of the funds prior to the signing of legal documents.

By agreement, you may retain and remove any or all improvements located on your property, but removal of such improvements must be made at your own expense. The salvage value of the improvements retained by you will be deducted from the amount of the offer.

The State will reimburse you for certain incidental expenses incurred in transferring title to the State and a State agent will assist you in filing a claim.

Examples of the types of reimbursements are as follows:

- A. Service fees charged by the mortgage holder for release of mortgage
- B. Prepayment penalty of mortgage
- C. Abstract costs
- D. Court costs

You are also eligible for reimbursement of any reasonable appraisal costs performed by a licensed appraiser, up to a maximum of \$1,500 for single family and two-family residential property and minimum damage acquisitions, and up to a maximum of \$5,000 for other types of property. The owner must submit to the acquiring authority the information necessary for reimbursement, including a copy of the owner's appraisal.

If any of your property is being acquired, it will be necessary that all current and delinquent real estate taxes, as well as all special assessments, be paid in full. The State agent will advise you on the payment of taxes due.

Unless some unusual circumstance exists, you will be able to occupy your property for a period of 90 days from the date of acceptance. This period will be increased to 120 days if the construction timetable permits such an extension. No charge to the owner will be made for occupancy during this period. However, if you request to stay longer than the 120 days, and the State agrees, you must sign a lease for the property at a rate (fair market value) determined by the State.

In addition to receiving the fair market value for the land or rights taken, you may be entitled to certain relocation benefits. A relocation or purchasing agent will provide you with the necessary information and a relocation booklet that explains the program.

Minimum Compensation:

Pursuant to Minnesota Statutes 117.187, when a person or entity that holds fee title "must relocate, the amount of damages payable at a minimum, must be sufficient for an owner to purchase a comparable property in the community and not less than the condemning authorities payment or deposit under section 117.042, to the extent that the damages will not be duplicated in the compensation otherwise awarded to the owner of the property."

This dollar amount may be more than the State's certified appraised value of your property. If this is the case you will be advised of the amount separately in the State offer letter to you as the owner.

Please note: If you have to move from your home; a decent, safe, and sanitary replacement dwelling must be available to you, on a nondiscriminatory basis, prior to your displacement.

Please refer to Section III Relocation Payments on page 12, and/or MnDOT's relocation booklet: "*Relocation Assistance: Your Rights and Benefits.*"



You are not required to give up possession of your property until:

1. You have been paid the agreed purchase price, or
2. You have been paid an award of commissioners, or
3. An amount at least equal to the State's approved appraisal of the value of your property is deposited with the court for your benefit, or

4. The award resulting from a condemnation proceeding is deposited with the court.



SECTION II

Land Acquisition By Eminent Domain:

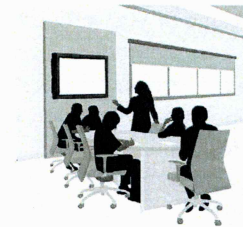
Eminent domain is a legal process used for acquiring property for public purposes. Eminent domain, also known as condemnation, is used when the price of the property cannot be agreed upon by the seller and buyer or when title to the property is defective. The State must start the process early to assure the property will be acquired and vacated in time to meet construction contract requirements. After an offer has been made, you will be given at least 30 days in which to consider it before the eminent domain process begins.

A petition is filed with the court administrator. A hearing on the petition will be scheduled and notice of this hearing will be served on you in the same manner as any civil action to fulfill the requirement of State law.

The notice of the hearing on the petition will inform you of the hearing date, time, place and type of acquisition. The notice also will describe the property to be acquired and will contain a list of the names of all parties who are shown to have an interest in the property.

The hearing on the petition is usually held in the courthouse of the county in which the property is located. An attorney will represent the State and will present the petition to the court. A State representative also will be available to answer questions regarding engineering details, design aspects of the project and construction matters. The court will appoint three qualified and impartial persons to act as commissioners. The commissioners will view each piece of property, hold valuation hearings and determine the damages that the property will, in their opinion, sustain as a result of the acquisition.

After the three court-appointed commissioners have taken their oath of office, they will arrange for viewings and hearings with you and other affected property owners. You will be notified of the date and time when a viewing or valuation hearing will be held.



It is the general policy of the State to have an attorney from the Office of the Attorney General and an engineer present at the viewings and hearings. Their function is to assist the commissioners and property owners by answering technical questions of a legal or engineering nature.

The chairperson of the commission, who presides over the hearings, will likely invite you to express your opinion as to the amount of damages you feel your property has sustained and to furnish such evidence for purposes of assisting the commissioners in determining an award of damages. You may represent yourself at these hearings, or you may choose to be represented by an attorney. Whether or not you hire an attorney is your decision.

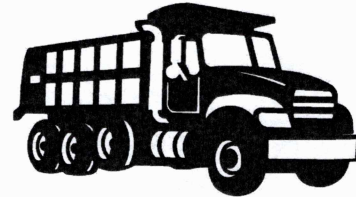
Title and possession of the property shall pass to the State after filing of the award by the court-appointed commissioners. However, the State usually requires title and possession of all or part of the owner's property prior to the filing of an award by the court-appointed commissioners. In these cases, the State will, at least 90 days prior to the date on which possession is to be taken, notify the owner of the intent to possess the property. Prior to taking title and possession, the State will pay to the owner, or deposit with the court, an amount equal to the State's approved appraisal of value. Title and possession is set for 35 days after the hearing on the petition. This is commonly referred to as the "Quick-Take" Law of the State of Minnesota. Interest is paid on the amount of the award that exceeds the Quick-Take payment.

You may wish to retain a licensed real estate appraiser to provide you with an appraisal of the market value of your property.

The commissioners may award reasonable appraisal fees not to exceed a total of \$1,500 for residential property and \$5,000 for other types of property, unless the appraisal fee was previously reimbursed. An appraisal must not be used or considered in condemnation commissioners hearing, nor may the appraiser who prepared the appraisal testify, unless a copy of the appraiser's written report is provided to the opposing party at least five days before the hearings.

If a business or trade is destroyed by a taking, the owner may be compensated for loss of going concern. The owner must notify the State of the owner's intent to claim compensation for loss of going concern within 60 days of the first hearing before the court. Documentation related to a loss of going concern claim must be used or considered in a condemnation commissioner's hearing unless the documentation is provided to the opposing party at least 14 days before the hearing.

When Can Construction Start:



The State may begin to use the property when it obtains title and possession of it. Title and possession passes when you are paid for the property or at a later date specified in the purchase agreement.

If your property is acquired through eminent domain, title and possession will pass as stated in the preceding section.

You may also grant permission to the State for it to enter your property and begin construction prior to title and possession passing. You could do this by signing a Right of Entry or a Permit to Construct.

Appealing the Commissioner's Award:



It is important to note that if you are dissatisfied with the commissioner's award, you have the right to appeal to the District Court. The State also has the right to appeal the award.

Any appeal must be made within 40 days to the Court Administrator from the date the commissioners file their award. A notice of such appeal must be mailed to all parties of record having an interest in property described in the appeal. Within 10 days of such mailing any other party may appeal. The 40 days are counted from the date of the filing of the commissioner's award with the Court Administrator, not from the date you received the notice of the award from the State.

If the State appeals the award, you will be notified by letter from the Office of the Attorney General. The law states that unless proper appeal is taken by either party within 40 days, neither party can amend or adjust the amount, terms or conditions of the award. If no appeal is taken, payment will be made following the expiration of the 40-day appeal period. If only one party appeals the commissioner's award, the appealing party may later dismiss the appeal and the award, plus interest, will be paid.

Just Compensation by a Jury:



If you or the State, or both, appeal to the District Court, the compensation to which you are entitled becomes a question to be decided in a trial by jury. Simply because an appeal is taken by either party does not necessarily mean the matter will go to court.

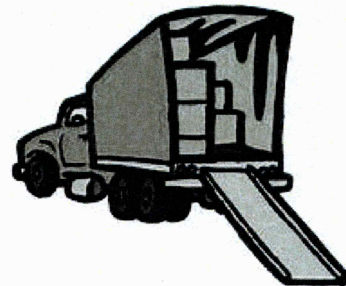
The State will make a diligent effort to settle the case prior to trial.

However, as noted earlier, the law states the State cannot amend or adjust the amount of the commissioner's award unless proper appeal is taken by either party within the time allowed.

If the appeal is settled out of court, you can expect final payment by the State within 45 days of receipt of a properly signed stipulation and settlement. If the appeal goes to trial in District Court, final payment will be made within 45 days after a final judgment. When the jury verdict is appealed to a higher court, final payment will await the disposition of that appeal.

SECTION III

Relocation Payments:



In accordance with the Federal Uniform Relocation Act and subsequent legislation, you may be entitled to relocation assistance for such things as replacement housing, closing costs, moving costs, and business reestablishment costs. An agent of the State will review your eligibility for relocation benefits.

MnDOT's relocation program is more fully explained in its booklet: "*Relocation Assistance: Your Rights and Benefits*." It describes the program and various benefits and payments available to assist displaced persons. Please request your copy of the booklet from MnDOT if you have not received one.

SECTION IV

Additional Information:



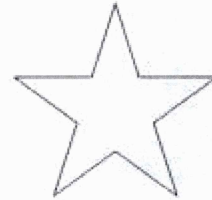
Taxpayer Identification Numbers

The Internal Revenue Service (IRS) requires the property owner to furnish the State with a Taxpayer Identification Number before payment can be made. An approved form (IRS W-9) will be provided by the State.

Minnesota Well Disclosure

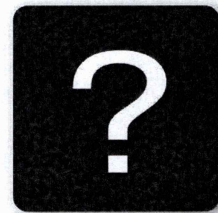
State law requires that sellers of real estate inform prospective buyers of any wells located on the property, even if those wells are not in use. If any wells are present, the seller completes a formal Well Disclosure Certificate provided by the State.

SUMMARY AND CONCLUSION



The information in this *Guide for Property Owners* is brief and general. If you desire additional information, please request assistance from the State.

All agents of the State are committed to providing better and safer highways for public use. We realize our obligation to all property owners to be respectful of your rights while carrying out the duties of highway construction. We are ready to assist you in any way that we can during this process.



If at any time you have questions, you are invited to seek the services of the State or visit the Web site at:

www.dot.state.mn.us/landmanagement



Please contact the Minnesota Department of Transportation at the following phone numbers:

District 1 - Duluth	218-725-2700
District 2 - Bemidji	218-755-6500
District 3 - Brainerd	218-828-5700
District 4 - Detroit Lakes	218-846-3600
District 6 - Rochester	507-286-7500
District 7 - Mankato	507-304-6100
District 8 - Willmar	320-231-5195
Metro District - Roseville	651-234-7500

The address for the Director of the Office of Land Management, Minnesota Department of Transportation is:

Transportation Bldg., MS 630
395 John Ireland Blvd.
St. Paul, MN 55155
General Information No. 651-366-5000

The address for the Office of the Attorney General, Transportation Division is:

445 Minnesota Street, Suite 1800
St. Paul, MN 55101-2134

When writing the department for assistance, please be sure to mention:

1. The "C.S." number (state project number):
Example: *C.S. 6982 (35=395) 907*
2. The parcel number assigned to your property:
Example: *Parcel 201; Parcel 3A; Parcel 14BB; Parcel 10; etc.*
3. Title of the condemnation action that affects your property:
Example: *"State vs. John Jones, et al"*
4. The name of the state's attorney and/or department engineer who dealt with you regarding your property.

Prepared by:
Minnesota Department of Transportation
Office of Land Management
October 2019

Guidegraphic.doc

Non-Discrimination Notice

Federal and state law prohibit discrimination on the basis of race, color, national origin, sex, age, disability, low-income status, creed, religion, marital status, sexual orientation, gender identity, and status with regard to public assistance. MnDOT is committed to ensuring that no person is subjected to discrimination on the basis of these protected classes under any and all programs, services, or activities administered by the department. Additionally, MnDOT is committed to ensuring that its programs incorporate access for people with limited English proficiency. Please contact MnDOT Office of Civil Rights at 651-366-3073 with questions or assistance related to this policy.

Limited English Proficiency Notice

To request this document in another language, please send e-mail and attach document to languageservices.dot@state.mn.us.

Para pedir este documento en otro idioma, envíe un correo electrónico y adjunte el documento a languageservices.dot@state.mn.us.

Yog xav kom muab daim ntawv no sau ua lwm hom lwm, thov sau ntawv nrog daim ntawv tuaj rau ntawm languageservices.dot@state.mn.us.

Si aad u codsato dukumeentigan oo ku qoran luqad kale, fadlan e-mail u soo dir oo ku soo lifaaq dukumiintiga languageservices.dot@state.mn.us.



Office of Land Management
395 John Ireland Blvd.
St. Paul, MN 55155-1899

Date: April 28, 2025

The Independent School District of the City of
Duluth
Central Administration Building
215 North First Ave East
Duluth, MN 55802

State Project #: 6925-145RW
Control Section #: 6925 (61=103) 904
Project Job #: TRW239185
County: St. Louis
Parcel: 5 - Independent School District 709
Property Address: 301 N. 40th Ave. E., Duluth, MN 55804


The State of Minnesota, acting through its Department of Transportation (MnDOT), will be purchasing an interest in your property for improvements to Highway 61. The person delivering this purchase package is a representative of MnDOT and will explain the procedures involved in the acquisition process.

This package includes a copy of an appraisal completed by MnDOT for the property interest being purchased. The certified appraised amount offered to you is \$6,200.00. This amount is for damages or loss in value to the remainder property.

In accordance with Federal and State laws and regulations, eligible property owners and/or occupants of the property on the date of this purchase offer may be entitled to relocation assistance and benefits.

It is important that you review all of the information provided in this purchase package. It will help explain your rights during the purchasing process and assist you in making your decisions. If at any time you have questions or concerns, please contact your MnDOT representative.

Sincerely,



Joseph D. Pignato, Director
Office of Land Management

Enclosures:

"Guide for Property Owners" Booklet

Legal Description describing acquisition

Offer to Sell and Memorandum of Conditions (reference copy if applicable)

Conveyance Instrument (reference copy if applicable)

"Relocation Assistance" Booklet (if applicable)

Valuation Report

Appraisal Reimbursement Claim form

Acquisition Incidental Claim form

Plat map (if applicable)

Parcel sketch

Receipt of Valuation Report:

Date: _____

Owner: _____

APPRAISAL REPORT

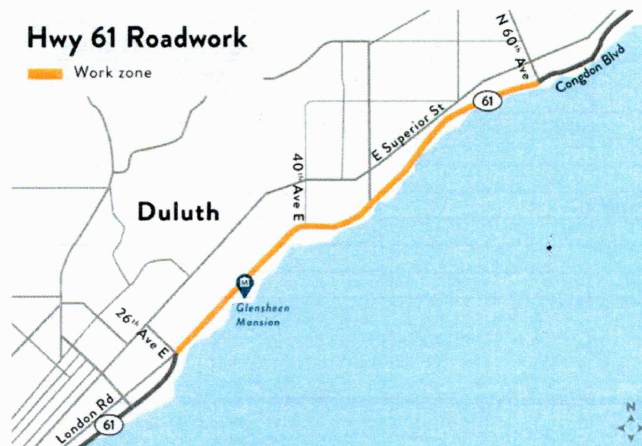
Client Information:

Minnesota Department of Transportation

Project: SP#6925-145 London Road/Hwy 61
Reconstruction Project
Control Section: 6925 (61=103) 904
Parcel: #5
County: St. Louis County
Owner: Independent School District 709
Parcel Address: 301 N 40th Ave E, Duluth, MN



Looking At Subject Improvement From N 40th Ave E



Report Prepared By:

Kelly A. Lindstrom
January 2025

Report Summary - Parcel #5

Address/Location:	301 N 40th Ave E, Duluth, MN			
Project Information:	SP#6925-145 London Road/Hwy 61 Reconstruction Project			
Property Type:	Residential			
Property Owner:	Independent School District 709			
Interests Appraised:	Fee simple estate			
Appraisal Purpose:	To provide a market value estimate of the acquisition area's fee simple interest.			
Client & Appraisal Use:	MnDOT, and/or its assigns, will utilize the report for purposes related to a proposed acquisition related to the London Road/Hwy 61 Reconstruction Project. The Minnesota Department of Transportation (MnDOT) has approved the Duluth London/Hwy 61 Road Reconstruction Project. The project will include the installation of roundabouts at the intersections of London Rd and S 26 th Ave E and N 40 th Ave E. The project will enhance intersection improvements (left turn lanes, raised pedestrian refuge islands, and lane configuration/pavement marking modifications) through the corridor. The project will also include pavement resurfacing, drainage improvements, upgrading sidewalks to ADA standards, tree removal and replacements, lighting improvements, and a Rapid-Flashing Beacon for pedestrian crossing at S 32 nd Ave E.			
Improvement Description:	School. Appraisal conducted for subject's underlying land only, along with any impacted improvements (excluding building improvements which are not expected to be impacted by the acquisition).			
Site Description:	Shape: Irregular Site Size Before (Per MnDOT): 1,237,104 SF (28.4 AC) (Valued as 12,176 SF) ACQUISITION: Approx. 6- Year Temporary Construction Easement - 12/1/2030: 5,228 SF (0.12 AC) Site Size After: 1,237,104 SF (28.4 AC) (Valued as 12,176 SF) Impacted Improvements: None General Topography: Level to gently sloping The subject's impacted area is not located within a flood plain Frontage: N 40 th Ave E & E Superior St			
Project Area AADT 2023:	London Rd: 17,258 (26 th Ave E) -10,834 (60 th Ave. E)			
Zoning:	R1: Residential-Traditional			
Present Use:	School			
Highest and Best Use Before and After Acquisition - Vacant & Improved	Residential as allowed within its zoning.			
Five Year Sales History:	The subject has been owned by Independent School District 709 for a period in excess of five years. The appraiser is not aware of any active listings or pending sales.			
Property Tax ID:	010-2680-00510			
Partial Legal Description:	THAT PART OF W 1/2 OF SW 1/4 LYING S OF SUP ST N OF THE D AND I R RY AND E OF A LINE 20 RODS E OF THE W LINE OF SAID FORTIES...			
Total Assessor's Market Value (For Taxes Payable 2025):	<u>ASSESSMENT YEAR</u> 2024	<u>LAND</u> \$369,700	<u>BUILDING</u> \$37,292,600	<u>TOTAL</u> \$37,662,300
Payable 2025 Property Tax:	\$0.00 (2024 Estimated Market Valuation of \$37,662,300)			
ALLOCATION OF ACQUISITION:				
Permanent Diminution in Value:				\$0.00
Plus: Temporary Construction Easement:				\$6,200.00
Plus: Cost to Cure/Acquired Items:				\$0.00
Total Estimated Damages (Rounded):				\$6,200.00
Approach to Value & Date of Valuation:	Sales Comparison Approach as of January 16, 2025			
Appraiser(s):	Kelly A. Lindstrom Certified General Appraiser, MN 20315256 Nicholas K. Lindstrom Residential Appraiser - Trainee, MN 40897797			

Property Inspection

Kelly A. & Nicholas K. Lindstrom inspected the subject property on January 16, 2025, as shown by the photographs following the St. Louis County GIS Aerial Map.

St. Louis County GIS Aerial Map



Subject Photographs



Looking At Subject Improvement From N 40th Ave E



Looking Northerly from Southeastern Edge of Acquisition



Looking Southerly along Acquisition Area from Subject Access

Acquisition and Parcel Sketch

The property is expected to be impacted by the acquisition that includes a 5,228 SF temporary construction easement related to the London Rd/Hwy 61 Reconstruction Project. The temporary construction easement is expected to encumber the area for an approximate 6-year period (January 16, 2025, through December 1, 2030). Any structural improvements on the site, and conformity of the improvements, will not be impacted by the project. Please see the following parcel sketches indicating the proposed acquisition area.



RIGHT OF WAY PARCEL LAYOUT

Control Section: 6925 (61=103) 904

State Project: 6925-145RW

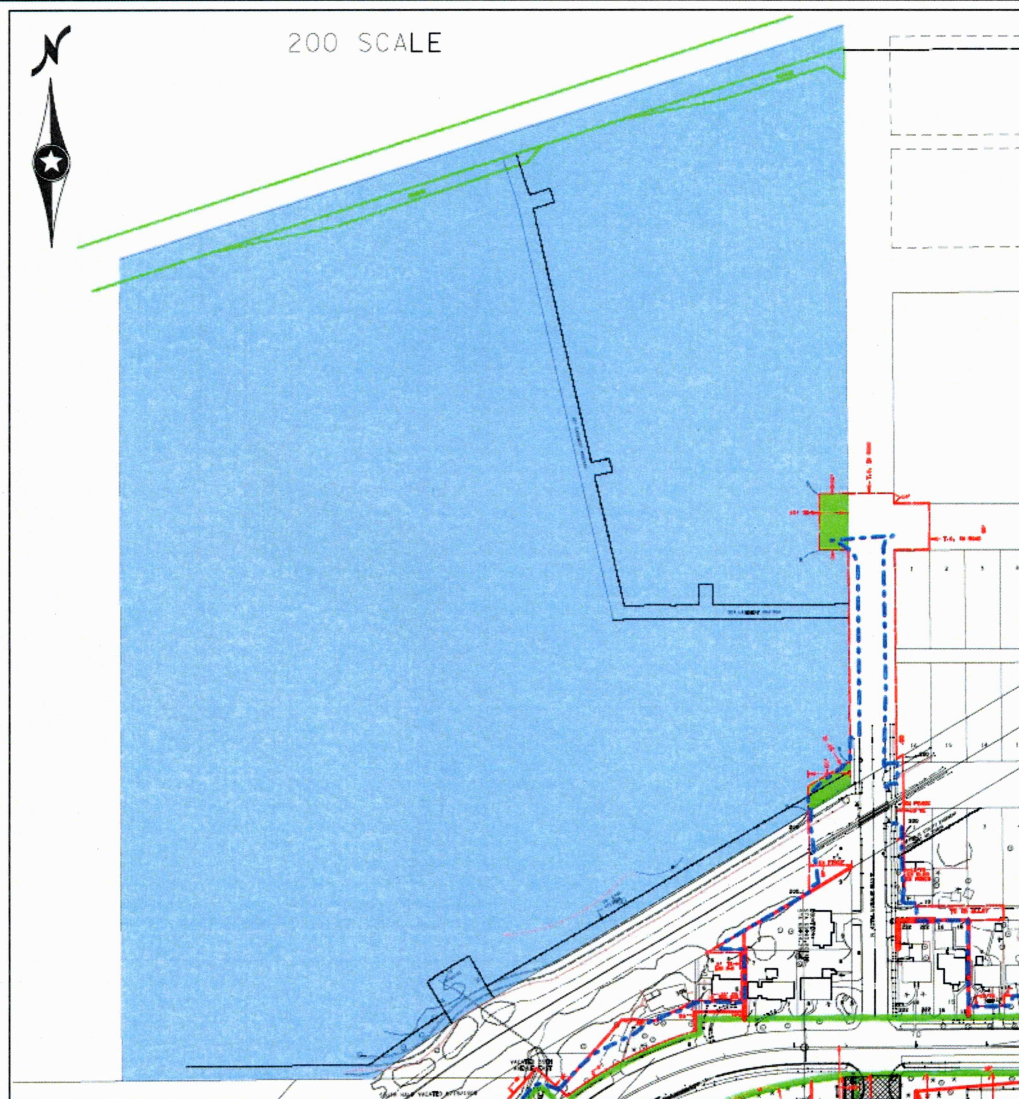
County: St. Louis

Owner: Independent School District 709

Parcel Number: 5

Sheet 1 of 1

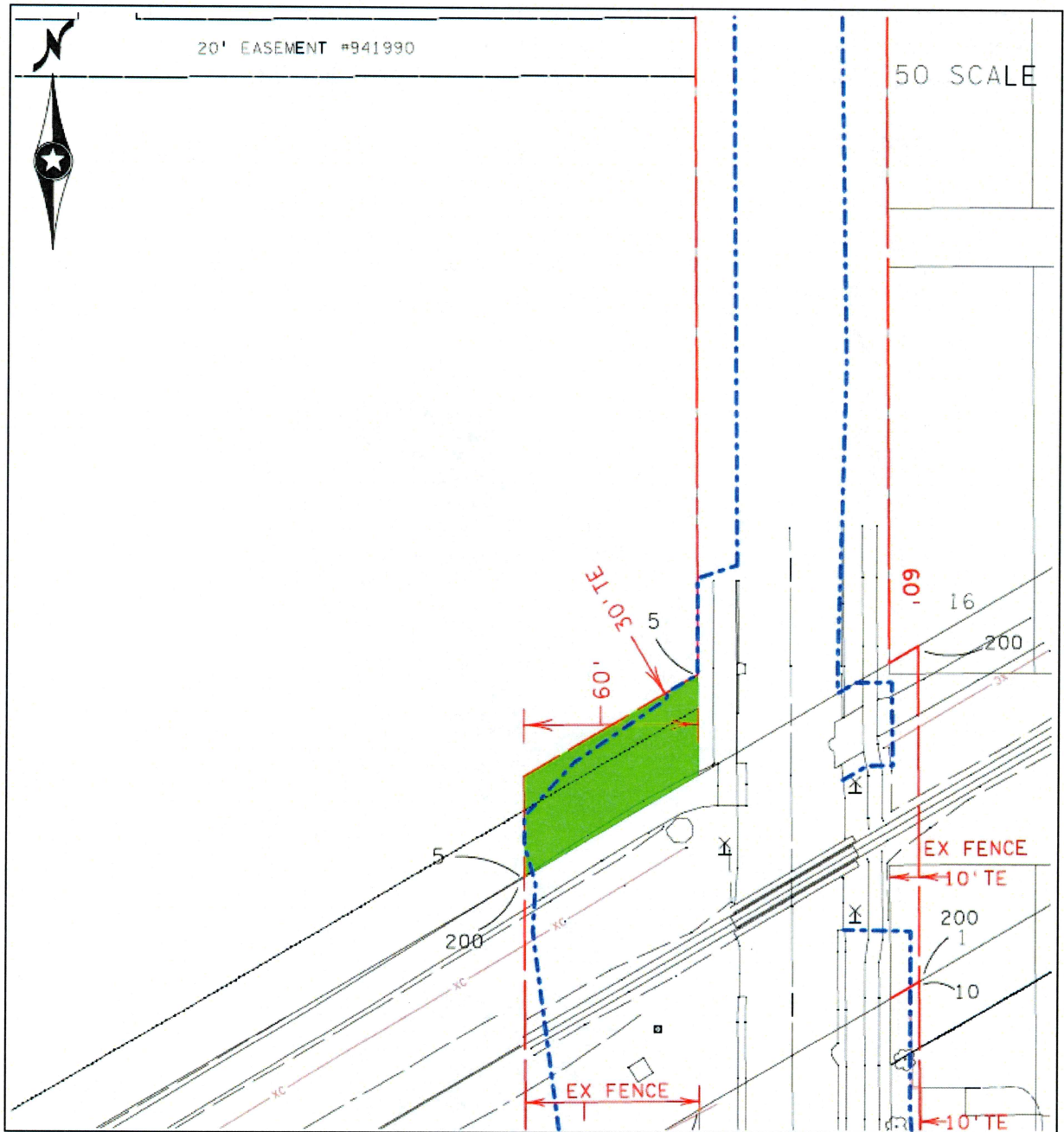
Scale 1 inch = 200 ft.



Layout sketch by Delroy Klemetsen

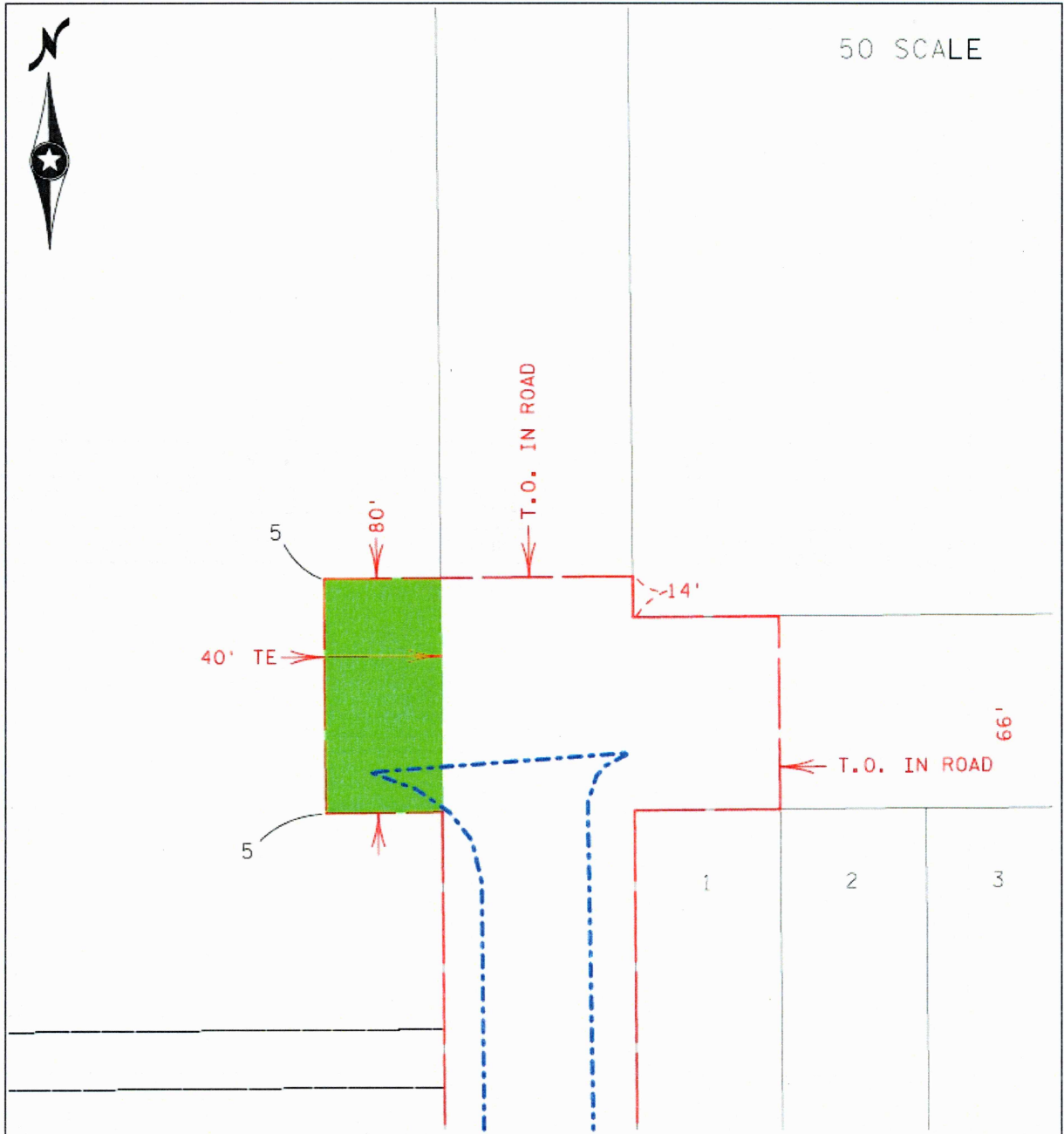
Created on September 27, 2024

Parcel #5 Independent School District 709



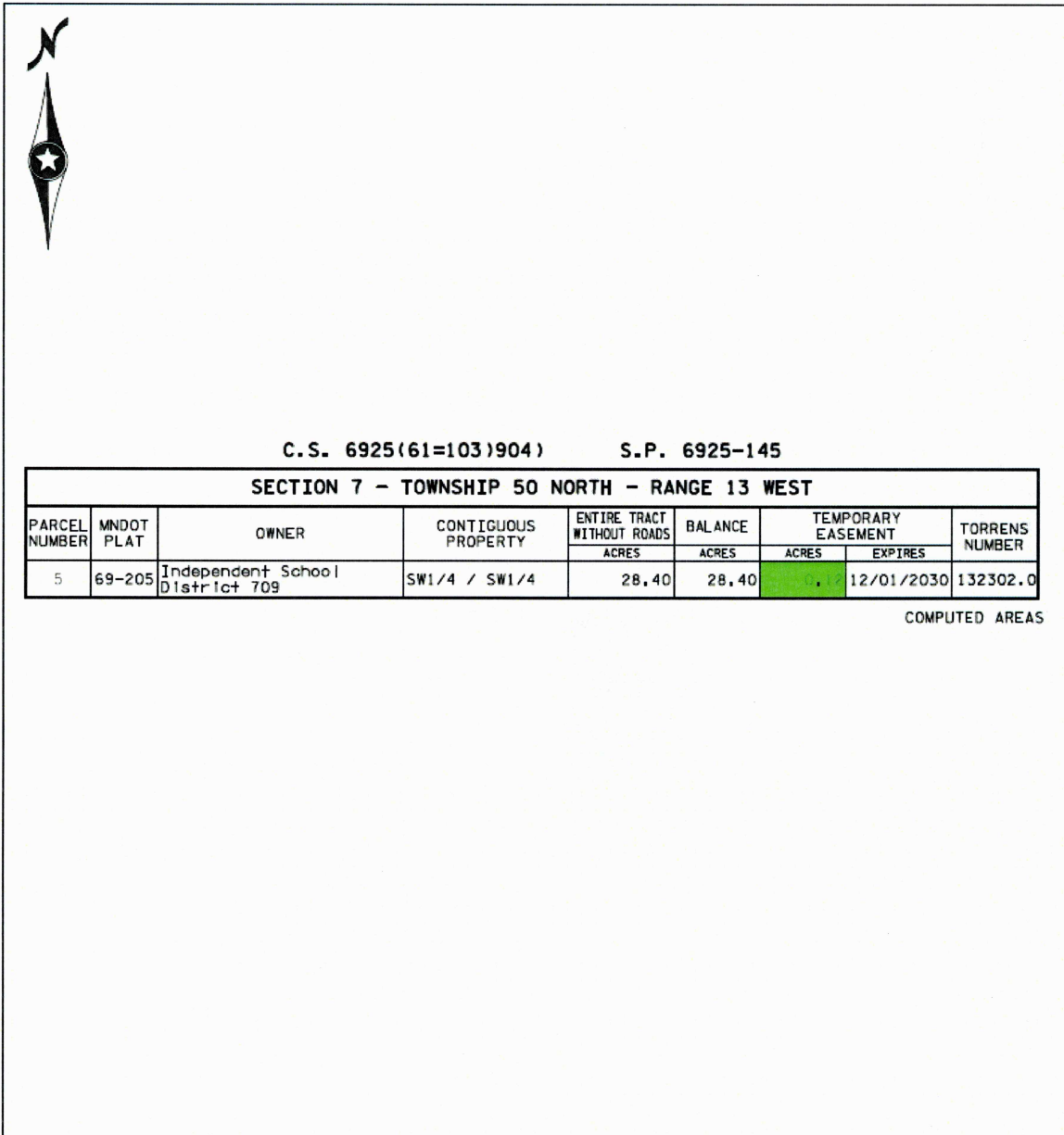
Layout sketch by Delroy Klemetsen

Created on September 27, 2024



Layout sketch by Delroy Klemetsen

Created on September 27, 2024



Layout sketch by Delroy Klemetsen

Created on September 27, 2024

Acres to Square Feet Conversion is 1 Acre = 43,560 SF

Legal Description

All of the following:

A temporary easement for highway purposes in that part of the Southwest Quarter of the Southwest Quarter of Section 7, Township 50 North, Range 13 West, shown as Parcel 5 on Minnesota Department of Transportation Right of Way Plat Numbered 69-205 as the same is on file and of record in the office of the Registrar of Titles in and for St. Louis County, Minnesota, by the temporary easement symbol; the title thereto being registered as evidenced by Certificate of Title No. 132302.0, said easement shall cease on December 1, 2030, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

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 ASSUMPTIONS AND LIMITING CONDITIONS

 LICENSES

Kelly Lindstrom, Certified General Appraiser
10779 Falling Water Lane, Unit #C
Woodbury, MN 55129
651-230-4440

March 25, 2025

Mr. John Hinzmann, Principal Land Surveyor
Minnesota Department of Transportation
1123 Mesaba Ave,
Duluth, MN 55811

RE: Appraisal Report for Parcel #5
Property Owner: Independent School District 709
SP#6925-145RW London Road/Hwy 61 Reconstruction Project

Dear Mr. Hinzmann:

Pursuant to your request, an inspection and appraisal have been made of the above referenced property. The appraisal estimates the fee simple market value of a proposed acquisition located along the roadway frontage of the subject property as of January 16, 2025 (the date of the most recent property inspection) subject to the certification and the assumptions and limiting conditions herein stated. As structural improvements are not expected to be physically or monetarily impacted by the acquisition, this is a strip taking appraisal, whereby only the area being impacted will be appraised together with affected site improvements, if any. Strip taking appraisals are most often used in nominal taking cases in which the remainder's highest and best use is not affected and a before and after appraisal is not economically practical.

The proposed acquisition includes an approximate 6-year temporary construction easement (expiring 12/1/2030) related to SP#6925-145RW London Road/Hwy 61 Reconstruction Project. **The subject property's large size for its location is atypical in the Duluth single-family housing market. To provide a more accurate appraisal of the subject properties value, the extraordinary assumption that the subject property would be subdivided into smaller lots is being applied. The subject will be valued as though it was the same size as a neighboring property, PID: 010-2960-00910, which is 12,176 SF, similarly irregular in shape, and has similar roadway and railroad frontage to the subject.** methods and reasoning used in the analyses, as well as the data gathered during the investigation of the property and marketplace are also detailed in this report.

After careful consideration of all the pertinent factors influencing fair market value, it is my opinion that the market value of the proposed acquisition, in fee simple estate, as of January 16, 2025 (the date of the most recent property inspection) is **\$6,200.00**.

This appraisal report has been completed in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) of The Appraisal Foundation, Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and (Mn/DOT) Right-of-Way (R/W) Manual, Section 200. All statements of fact contained in this report upon which the analyses, opinions, and conclusions expressed herein are based, are true and correct to the best of my knowledge.

Please feel free to contact me if you have any questions regarding this report. Thank you for the opportunity to assist you in this valuation matter.

Respectfully Submitted,



Kelly Lindstrom, Resident Appraiser - Certified General (Minnesota License # 20315256)
Parcel #5 Independent School District 709

CERTIFICATION

Project: SP#6925-145 London Road/Hwy 61 Reconstruction Project
Parcel: #5 Independent School District 709

I hereby certify:

That on January 16, 2025, Kelly Lindstrom, Certified General Appraiser, personally inspected the property herein appraised. The property owner, Independent School District 709, did not accompany the appraiser on the property inspection. She has also personally made a field inspection, to the extent possible, of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in this appraisal report.

That to the best of my knowledge and belief the statements contained in the appraisal hereinabove set forth are true and the information upon which the opinions expressed therein are based as correct, subject to the limiting conditions herein set forth.

That I understand that said appraisal is to be used by MnDOT, and its assigned representatives, for purposes related to a proposed acquisition for the London Road/Hwy 61 Reconstruction Project.

That such appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to real property appraisal and that to the best of our knowledge no portion of the value assigned to such property consists of items which are non-compensable under established State or Federal law.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

I have performed services as an appraiser within the previous three-year period immediately preceding acceptance of this assignment.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That in making this appraisal, I have disregarded any increase or decrease in the value caused by the project influence rule for which the property is being acquired.

That I will not reveal the findings and results of such appraisal to anyone other than the proper officials of MnDOT until authorized by agency officials to do so, or until we are required to do so, by due process of law, or until we are released from the obligation by having publicly testified as to such findings.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

That use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I, Kelly Lindstrom, have completed the Standards and Ethics Education Requirement as a practicing affiliate of the Appraisal Institute.

That my independent opinion of the market value of the proposed acquisition as of January 16, 2025 (the most recent inspection date) is \$6,200.00 and that the conclusion set forth in this appraisal was reached without collaboration or direction as to value.

Dated: March 25, 2025



Kelly A. Lindstrom
Certified General Appraiser; Minn. # 20315256

CERTIFICATION

Project: SP#6925-145 London Road/Hwy 61 Reconstruction Project
Parcel: #5 Independent School District 709

I hereby certify:

That on January 16, 2025, Nicholas K. Lindstrom inspected the property herein appraised from the existing right of way. He has also personally made a field inspection, to the extent possible, of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in this appraisal report.

That to the best of my knowledge and belief the statements contained in the appraisal hereinabove set forth are true and the information upon which the opinions expressed therein are based as correct, subject to the limiting conditions herein set forth.

That I understand that said appraisal is to be used by MnDOT, and its assigned representatives, for purposes related to a proposed acquisition for the London Road/Hwy 61 Reconstruction Project.

That such appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to real property appraisal and that to the best of our knowledge no portion of the value assigned to such property consists of items which are non-compensable under established State or Federal law.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

I have performed services as an appraiser within the previous three-year period immediately preceding acceptance of this assignment.

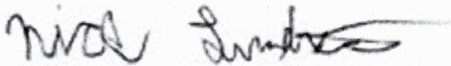
That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That in making this appraisal, I have disregarded any increase or decrease in the value caused by the project influence rule for which the property is being acquired.

That I will not reveal the findings and results of such appraisal to anyone other than the proper officials of MnDOT until authorized by agency officials to do so, or until I am required to do so, by due process of law, or until we are released from the obligation by having publicly testified as to such findings.

That my independent opinion of the market value of the proposed acquisition as of January 16, 2025 (the most recent inspection date) is \$6,200.00 and that the conclusion set forth in this appraisal was reached without collaboration or direction as to value.

Dated: March 25, 2025



Nicholas K. Lindstrom
Resident Appraiser - Trainee
Minn. # 40897797

Discussion of Assignment and Conditions

MnDOT (client and intended user) requested that we perform an appraisal to determine the fair market value of the proposed acquisition that includes a 5,228 SF temporary construction easement along the subject's roadway frontage as indicated on the inspection photos and parcel sketches contained within this report.

Reporting Requirements

This report is designed to comply with the reporting requirements of Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice that addresses report specifications. The appraisal is presented in an "Appraisal Report" format, as described in 2024-2025 USPAP Standards Rule 2-2 (a). Supporting documentation not contained in the report is retained in the appraiser's work file. Only summary discussions of the data, reasoning, and analyses are contained herein as required by USPAP and as allowed by MN/DOT requirements, detailed in the Right of Way Manual.

Intended Use of the Report (Purpose and Function of the Report)

The intended use (purpose) of this appraisal is to provide an opinion of the fair market value of the acquisition(s) for MnDOT who intends to use this report (function) for purposes related to the London Road/Hwy 61 Reconstruction Project.

Date of Valuation

The date of valuation is the date of the property inspection, January 16, 2025.

Extraordinary Assumptions

An extraordinary assumption is something specific to the assignment that is assumed to be true but is not certain. If it turns out to be untrue, the value conclusion would be impacted. It is different than a general assumption, which could be applicable to any assignment. **The subject property's large size for its location is atypical in the Duluth single-family housing market. In order to provide a more accurate appraisal of the subject properties value, the extraordinary assumption that the subject property would be subdivided into smaller lots is being applied. The subject will be valued as though it was the same size as a neighboring property, PID: 010-2960-00910, which is 12,176 SF, similarly irregular in shape, and has similar roadway and railroad frontage to the subject.** We relied on information provided and made available by the client and public records as to the subject's and comparable sales' sizes and characteristics not readily apparent during the property inspections. If this information is incorrect, valuation conclusions could be impacted. **We relied on the property inspection and parcel sketch information and notations indicating acquisition sizes/locations and specific impacts, if any, that will impact the subject.** If additional improvements are impacted, value conclusions could be impacted. The following general assumptions have been made related to the proposed project:

1. There will be no interruption of access to the subject resulting from the project.
2. There will be no damages to subject improvements unless stated within this report, impacted items within the existing right of way are not compensable within the scope of this report.

3. The areas of the driveways, mailboxes, and maintained grasses will be repaired or replaced in a similar fashion to that prior to the project.
4. Any temporary easement acquisition area is being returned to its pre-acquisition elevation with no significant slope changes.

If any of these assumptions are incorrect, value conclusions may be impacted. No additional extraordinary assumptions were utilized in this report unless otherwise noted.

Hypothetical Conditions

A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis. The subject property was valued as vacant land, as any existing structural improvements are not expected to be impacted. If this information is incorrect, valuation conclusions would be impacted. No hypothetical conditions were utilized in this report.

Competency

The appraisers certify that they have the knowledge and experience to complete this appraisal assignment competently.

Property Rights Appraised

The subject property is appraised by estimating the market value of the fee simple interest of the subject's underlying land. Fee Simple Interest, as considered throughout this report is defined in *The Dictionary of Real Estate Appraisal, Seventh Edition*, as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitation imposed by the governmental powers of taxation, eminent domain, police power and escheat".

Exposure Time and Marketability

Exposure Time and Marketing Time are defined within *The Dictionary of Real Estate Appraisal, Seventh Edition*, as:

Exposure Time: *"The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market."*

Marketing Time: *"An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal."*

The market values are based on the property having approximately three to nine months of exposure time prior to the effective date of the appraisal. The marketing time of the subject property is considered to be approximately three to six months.

Market Value

Market Value is defined within *The Dictionary of Real Estate Appraisal, Seventh Edition*, as:

"The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated;*
- 2. Both parties are well informed or well advised, and each is acting in what they consider their best interest;*
- 3. A reasonable time is allowed for exposure in the open market;*
- 4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and*
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

Market value, unless otherwise noted, shall represent cash equivalent terms where the seller receives all cash for their interest. The property may be financed at typical market terms under this definition.

Approaches to Value

A property's value can be estimated through three approaches to value. The three approaches are based on the market's interpretations of value, and they are the Cost Approach, the Income Approach, and the Sales Comparison Approach. Only the Sales Comparison Approach has been fully developed for this assignment and utilized similarly zoned vacant land sales obtained from listing services and County Records. The cost approach was utilized to value any impacted landscaping and improvements located within the acquisition area.

Scope of Appraisal (Appraisal Methodology)

The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered, and analysis is applied, all based upon the following problem-identifying factors stated elsewhere in this report:

1. Client
2. Intended use
3. Intended user
4. Type of opinion
5. Effective date of opinion
6. Relevant characteristics about the subject

The appraisal task is to estimate the subject's market value of the acquisition as of the effective date of this report.

Appraisal Methodology Summary

The following data and concepts pertaining to the subject property have been examined and analyzed.

- Physical characteristics of the real property including:
 1. Inspection of subject on January 16, 2025, in order to gather information about the subject's characteristics as relevant to the valuation.
 2. Review of county aerial and Google Earth aerial images.
 3. Analysis and observations of the local market and the subject's location and place within this local market.

- Non-physical characteristics of the real property including:
 1. Property rights
 2. Legal description
 3. Existing easements of record
 4. Tax and assessment data
 5. Zoning data
 6. Future land use data

- Observations and data regarding the subject's market and indicators within this market (by reviewing sales of similar properties from the Assessor's Office and comparable data listing services) including:
 1. Comparative analysis of factors considered relevant that influence value.
 2. Supply and demand generators of the market.
 3. Financing options available within the market.
 4. Perception of the future market.

- Utilizing the above data and concepts, the following analyses occurred:
 1. Highest and best use of the subject property.
 2. All three approaches to value were considered, given the subject is being valued as vacant, the sales comparison approach was considered applicable and therefore utilized.
 3. After gathering, verifying through public record searches and independent verifications with transaction participant(s) and analyzing the relevant data, the estimated market value was concluded for the subject property as if vacant.
 4. Reconciliation of approaches and final estimate of value.

- This Appraisal Report was prepared and summarizes the data, work performed, analysis, and conclusions.

Economic Market Data

The City of Duluth enjoys a relatively stable economy supported by strong infrastructure including major roadways that provide easy access to the major cities of Minneapolis and St. Paul. The city’s economy is considered to be a stand-alone economy as the majority of its residents seek employment inside its city borders, primarily in the business/industrial districts of Duluth. Analysis of data reveals a trend of development with a reasonably stable real estate market.

Neighborhood Description

The subject abuts N 40th Ave E & E Superior St along its frontage. N 40th Ave E runs in a generally Northerly-Southerly direction, while E Superior St runs in a generally Northeasterly-Southwesterly direction in the subject's area on the western side of Lake Superior. The subject's immediate neighborhood is primarily residential, with some commercial and industrial properties to the southwest of 26th Ave E.

Zoning

The subject is zoned R1: Residential-Traditional. There are many permitted and conditional uses allowed within the district; a copy of the zoning is retained in the appraisers work file.

TABLE 50-14.5-1 R-1 DISTRICT DIMENSIONAL STANDARDS		
LOT STANDARDS		
Minimum lot area per family (One-family) ⁽¹⁾⁽²⁾		The smaller of 4,000 sq. ft. or average of developed 1-family lots on the block face
Minimum lot area per family (Two-family) ⁽¹⁾⁽²⁾⁽³⁾		The smaller of 3,000 sq. ft. or average of developed 2-family lots on the block face
Minimum lot area per family (Townhouse) ⁽¹⁾		3,000 sq. ft.
Minimum lot frontage (one-family) ⁽¹⁾		The smaller of 40 ft. or average of developed lots with similar uses on the block face
Minimum lot frontage (two-family and townhouses) ⁽¹⁾		The average of developed lots with similar uses on the block face, but not less than 40 feet.
STRUCTURE SETBACKS		
Minimum depth of front yard		The smaller of 25 ft. or average of adjacent developed lots facing the same street
Minimum width of side yard (one- and two-family)	General	6 ft.
	Lots with less with 50 ft, but more than 25 ft frontage	Combined width of side yards must be at least 12 ft., with no side yard less than 3 ft. wide
	Lots with 25 ft or less of frontage	Combined width of side yards must be at least 8 ft., with no side yard less than 3 ft. wide
Minimum width of side yard (all other principal structures)		10 ft. if adjacent to another lot 25 ft. if adjacent to platted street
Corner Lot: width of front side yard	Dwelling	15 ft.
	Detached accessory building	15 ft.
	All other Principal Structures	25 ft.
Minimum depth of rear yard		25 ft.
STRUCTURE HEIGHT		
Maximum height of building		30 ft.

⁽¹⁾ Determined using "Lots on the block face" definition. When doing this calculation, exclude the subject lot from the calculation.
⁽²⁾ Lots without municipal sewer must also meet requirements of 50-21.2.
⁽³⁾ Existing structures that have a change of use from one-family to two-family must meet minimum lot area and frontage, but not setbacks. For lots with less than the minimum lot frontage, refer to 50-38.5
 Section 50.21 Dimensional standards contains additional regulations applicable to this district.

Currently, the zoning ordinance does not deduct easement feet when determining eligibilities. It is highly unlikely that the subject parcel would be rezoned as it is currently zoned as guided in Comprehensive Land Use Plan. The subject, as it exists, is a legal lot of record and is considered a conforming use. It is considered conforming as to site size and conforming as to setback requirements, before and after acquisition.

Other Legal Restrictions

We are not title experts and have depended upon information provided by the client regarding the location of the existing right-of-way (based on the mapping provided) and any easements within the acquisition area(s). We are not aware of any additional atypical encumbrances or restrictions that may be placed on the existing property that would affect the subject's value.

Highest and Best Use-Before & After Acquisition

Highest and best use is defined in *The Dictionary of Real Estate Appraisal, Seventh Edition*, as:

The reasonably probable and legal use of vacant land or an improved property that is physically possible appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

The highest and best use is further differentiated, within *The Dictionary of Real Estate Appraisal, Seventh Edition*, as vacant and as improved:

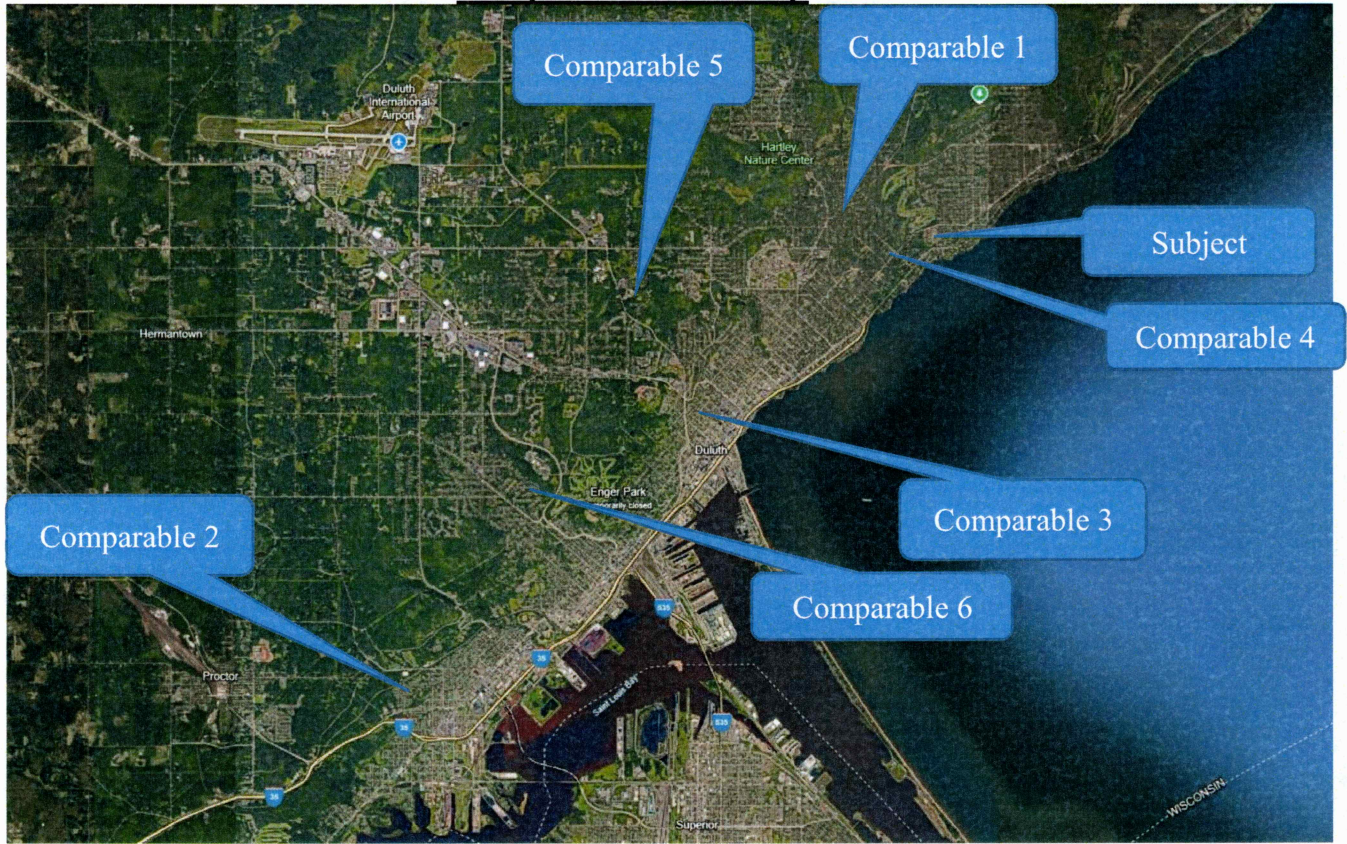
Highest and best use of land or site as though vacant: Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

Highest and best use of property as improved: The use that should be made of a property, as it exists. An existing improvement should be retained as is, so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and construction a new one.

The four tests of highest and best use are: physically possible, legally permissible, financially feasible, and maximally productive.

The highest and best use, as vacant and as improved, is not impacted by the acquisition. Given the contributory value, based on the assessed value, of the improvements to the underlying land, the highest and best use, as improved, is continued use as improved. The highest and best use, as vacant and as improved, is for residential development as allowed by its zoning.

Comparable Sales Map



Sales Comparison Chart

	SUBJ.	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6
PID Address	010-2680-00510 301 N 40th Ave E	010-1850-00690 XXX Dunedin Ave	010-2660-03560 8XX N. 62nd Ave W	010-1350-01580 122 E 8th St	010-0710-00170 XXXX E 4th St	010-0315-00250 XXXX Chinook Dr	010-2890-00800 XXX Appalachian St
City	Duluth	Duluth	Duluth	Duluth	Duluth	Duluth	Duluth
Buyer / Seller		Jill Petracek/ Daniel J. & Mika Kinney	Joseph Radig/ Rodney & Theresa Cummings	Kyle D. Landwehr/ Dennis J. Niskanen	David M Gould & Darcy J. Widmayer/ Darrel T. & Carol A. Musick	Gaining Ground Assets Limited Partnership/ Kevin Ehrenreich	Jeremy & Marsha Jones/ Linda & James Gross
Sale Price		\$20,000	\$25,000	\$50,000	\$65,000	\$38,000	\$42,000
Spec. Conditions		None	None	None	None	None	None
Financing/ Terms		Typical	Typical	Typical	Typical	Typical	Typical
Motivations		Typical	Typical	Typical	Typical	Typical	Typical
Date of Sale/ Mkt. Conditions 5%/Year		4/2024 3.78%	4/2024 3.78%	3/2023 9.20%	5/2023 8.36%	3/2024 4.20%	4/2024 3.78%
Adjusted Sale Price		\$20,756	\$25,945	\$54,600	\$70,434	\$39,596	\$43,588
Price Per SF		\$2.53	\$2.75	\$5.17	\$4.67	\$1.70	\$1.61
Size SF	1,237,104 (Valued as 12,176)	8,210 -	9,420 -	10,557 =	15,094 =	23,353 +	27,129 +
Zoning	R1: Residential-Traditional	R1: Residential-Traditional	R1: Residential-Traditional	R1: Residential-Traditional	R1: Residential-Traditional	R1: Residential-Traditional	R1: Residential-Traditional
Utilities	Municipal	Similar	Similar	Similar	Similar	Similar	Similar
Shape/ Topography	Irregular/ Generally level to gently sloping	Rectangular Generally level to gently sloping	Rectangular Generally level to gently sloping	Rectangular Generally level to gently sloping	Rectangular Generally level to gently sloping	Rectangular Generally level to gently sloping	Rectangular Generally level to gently sloping
Comparability		-	-	-	-	-	-
Location	Duluth	Duluth ++	Duluth ++	Duluth =	Duluth =	Duluth ++	Duluth ++
Overall Comparability		= Approximately	= Approximately	- Less Than	- Less Than	++ Greater Than	++ Greater Than
Estimated Value \$/SF		\$2.53/SF	\$2.75/SF	\$5.17/SF	\$4.67/SF	\$1.70/SF	\$1.61/SF

Adjustments:

Date of Sale/Market Conditions: Sales were researched from 2021-2024, with the most similar sales selected for analysis. In a typical market, adjustments are generally made to reflect the passage of time to reflect either the appreciation (an upward adjustment) or depreciation (a downward adjustment) reflected in the marketplace over a period. All Sales Closed within 2023-24, and an upward adjustment of 5%/year is applied to all comparable sales, commensurate with their sale dates.

Site Size: The subject is being valued on a per square foot/SF basis, the assumption being that lots of approximately the same size will have a similar value on a square foot basis with larger sites commanding a discount and smaller sites commanding a premium. The adjustment for the comparable sales is applied commensurate with their market perceived variance in terms of size in the final reconciliation.

Zoning: All comparable sales and the subject are considered similar in zoning and allow for residential development; no adjustments applied.

Utilities: The subject has access to municipal water / sewer. All Comparable Sales are similar, no adjustment is applied.

Shape/Topography: Comparable sales and the subject are considered reasonably similar in general topography and conducive to development, but the subject's irregular shape is considered inferior to development in comparison to the comparable sales rectangular shape, which is the preferred shape in the residential marketplace.

Location: The comparable sales are adjusted due to neighborhood and proximity to Lake Superior. The London Road neighborhood and the subject's proximity to Lake Superior is considered highly desirable in the residential marketplace, while its close proximity to the railroad tracks on the north side of the property and the subsequent noise pollution caused by the passing of trains is considered an inferior locationally. All Comparable Sales are considered to be inferior to the subject locationally.

Reconciliation of the Subject's Land Value and Estimate of Acquisition Value

After adjustments have been considered, an indicated value range of the subject's per square foot (SF) value is believed to be between approximately \$2.53-2.75/SF, given it is most similar to Comparable Sales One and Two. All comparable sales were considered with the greatest weight placed on the adjustments made for the subject's size and location. The subject is considered to have a likely value in the marketplace of \$2.75/SF. Due to the acquisition being a temporary construction easement, there is believed to be no permanent diminution in the subject's property value.

Temporary Easement Valuation

The property is subject to a proposed temporary construction easement that will encumber an area of 5,228 SF for an approximately 6-year period (January 16, 2025, through December 1, 2030). The temporary construction easement is valued as if the land were rented at an appropriate land capitalization rate for the duration of the

encumbrance. We applied a land capitalization rate of 8%, as the property owner will be responsible for real estate taxes through the lease period.

Encumbered Land Area:	5,228 SF
Multiply By Indicated Market Value/SF:	X <u>\$2.75/SF</u>
Estimated Value of Encumbered Land:	\$14,377.00
Multiply by Land Capitalization Rate:	X <u>8%</u>
Annual Rental Value:	\$1,150.16
PV Factor (6-Yrs Discounted at 5%/Yr):	X <u>5.33</u>
	\$6,130.35
Temporary Easement Value (Rounded):	\$6,200.00

Acquired Items/Cost to Cure Valuation

Any impact to existing driveways and maintained yards will be repaired/replaced as part of the project. There are believed to be no impacted items through the project.

The acquired items/cost to cure valuation has an estimated value of \$0.00.

FINAL ESTIMATE OF DAMAGES

The appraisers' final summation of the acquisition, as of January 16, 2025, is presented as follows:

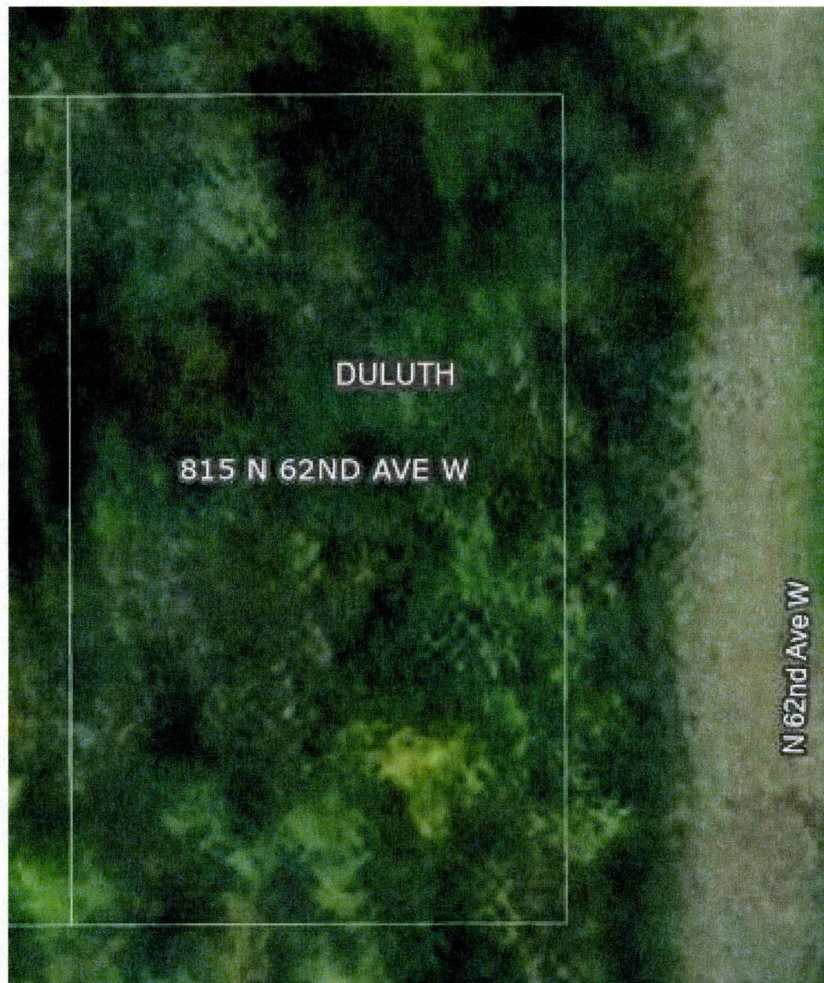
Permanent Diminution in Value:	\$0.00
Temporary Construction Easement:	\$6,200.00
Cost to Cure/Acquired Items:	<u>\$0.00</u>
Total Estimated Damages (Rounded):	\$6,200.00

ADDENDA

Comparable Images



Comparable One: eCRV #1635755



Comparable Two: eCRV #1635530



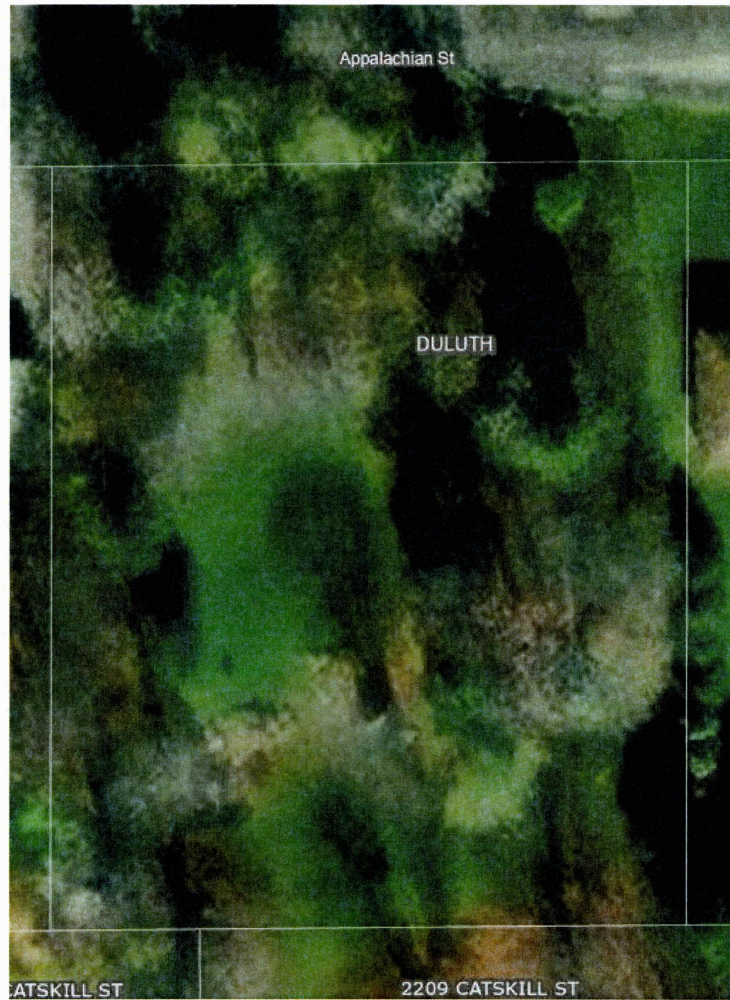
(St. Louis County GIS has property labelled as 124 E 8th St, eCRV has property listed as 122 E 8th St)
Comparable Three: eCRV #1518455



Comparable Four: eCRV #1540916



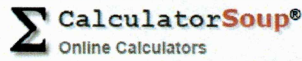
Comparable Five: eCRV #1632001



Comparable Six: eCRV #1640305

Present Value of Cash Flow Sample

Present Value of Cash Flows Calculator



[Basic Calculator](#)

[Calculators](#) > [Financial](#) > [Time Value of Money](#) > Present Value of Cash Flows Calculator

Present Value of Cash Flows Calculator

Present Value of Cash Flows

Interest Rate: %
discount rate per Period

Compounding:
times per Period

Cash Flows at:
of each Period

Number of Lines:

Line	Periods	Cash Flows
1	<input style="width: 20px;" type="text" value="1"/> @	<input style="width: 80px;" type="text" value="1.00"/>
2	<input style="width: 20px;" type="text" value="1"/> @	<input style="width: 80px;" type="text" value="1.00"/>
3	<input style="width: 20px;" type="text" value="1"/> @	<input style="width: 80px;" type="text" value="1.00"/>
4	<input style="width: 20px;" type="text" value="1"/> @	<input style="width: 80px;" type="text" value="1.00"/>
5	<input style="width: 20px;" type="text" value="1"/> @	<input style="width: 80px;" type="text" value="1.00"/>
6	<input style="width: 20px;" type="text" value="1"/> @	<input style="width: 80px;" type="text" value="1.00"/>

Calculate the present value (PV) of a series of future cash flows. More specifically, you can calculate the **present value of uneven cash flows** (or even cash flows). To include an initial investment at time = 0 use [Net Present Value \(NPV\) Calculator](#).

Calculator Inputs

Periods

This is the frequency of the corresponding cash flow. Commonly a period is a year or month. However, a period can be any repeating time unit that payments are made. Just be sure you are consistent with weeks, months, years, etc for all of your inputs.

Rate per period

This is your discount rate or your expected rate of return on the cash flows for the length of one period.

Compounding

is the number of times compounding will occur during a period. You might have a yearly rate and compounding is 12 times per yearly period, monthly.

Payments at Period Beginning or End

Choose if payments are made at the beginning of each period (like an annuity due in advance) or at the end of each period (like an ordinary annuity in arrears)

Cash Flows

The cash flow (payment or receipt) made for a given period or set of periods

Answer:

For the Cash Flow Series
PV = \$5.33

Cash Flow Stream Detail

Period	Cash Flow	Present Value
1	1.00	1.00
2	1.00	0.95
3	1.00	0.91
4	1.00	0.86
5	1.00	0.82
6	1.00	0.78
Total:		5.33

[How could this calculator be better?](#)

[Get a Widget for this Calculator](#)

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<https://www.calculatorsoup.com/calculators/financial/present-value-cash-flows-calculator.php>

Zoning

50-14 Residential Districts

50-14.5 Residential-Traditional (R-1).

A. Purpose.

The R-1 district is established to accommodate traditional neighborhoods of single-family detached residences, duplexes and townhouses on moderately sized lots. This district is intended to be used primarily in established neighborhoods. Many of the dimensional standards in this district require development and redevelopment to be consistent with development patterns, building scale, and building location of nearby areas. Uses are allowed as shown in Table 50-19.8;

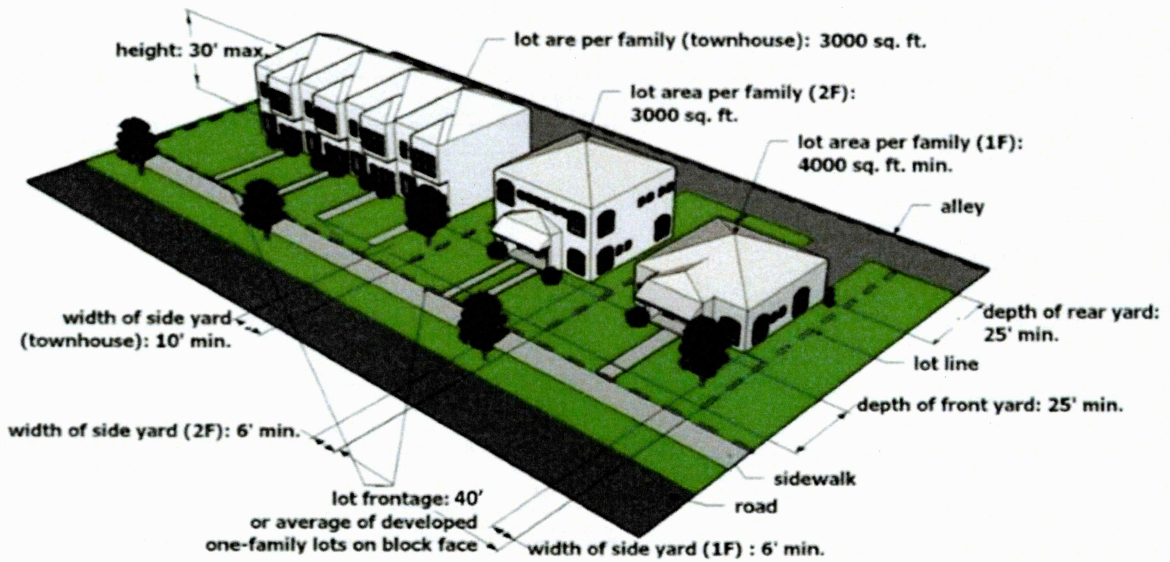
TABLE 50-14.5-1 R-1 DISTRICT DIMENSIONAL STANDARDS		
LOT STANDARDS		
Minimum lot area per family (One-family) ^{(1) (2)}		The smaller of 4,000 sq. ft. or average of developed 1-family lots on the block face
Minimum lot area per family (Two-family) ^{(1) (2) (3)}		The smaller of 3,000 sq. ft. or average of developed 2-family lots on the block face
Minimum lot area per family (Townhouse) ⁽¹⁾		3,000 sq. ft.
Minimum lot frontage (one-family) ⁽¹⁾		The smaller of 40 ft. or average of developed lots with similar uses on the block face
Minimum lot frontage (two-family and townhouses) ⁽¹⁾		The average of developed lots with similar uses on the block face, but not less than 40 feet.
STRUCTURE SETBACKS		
Minimum depth of front yard		The smaller of 25 ft. or average of adjacent developed lots facing the same street
Minimum width of side yard (one- and two-family)	General	6 ft.
	Lots with less than 50 ft, but more than 25 ft frontage	Combined width of side yards must be at least 12 ft., with no side yard less than 3 ft. wide
	Lots with 25 ft or less of frontage	Combined width of side yards must be at least 8 ft., with no side yard less than 3 ft. wide
Minimum width of side yard (all other principal structures)		10 ft. if adjacent to another lot
		25 ft. if adjacent to platted street
Corner Lot: width of front side yard	Dwelling	15 ft.
	Detached accessory building	15 ft.
	All other Principal Structures	25 ft.
Minimum depth of rear yard		25 ft.
STRUCTURE HEIGHT		
Maximum height of building		30 ft.
⁽¹⁾ Determined using "Lots on the block face" definition. When doing this calculation, exclude the subject lot from the calculation. ⁽²⁾ Lots without municipal sewer must also meet requirements of 50-21.2. ⁽³⁾ Existing structures that have a change of use from one-family to two-family must meet minimum lot area and frontage, but not setbacks. For lots with less than the minimum lot frontage, refer to 50-38.5 Section 50.21 Dimensional standards contains additional regulations applicable to this district.		

B. Example.



C. Illustration.

R-1 Example Lot Layout



(Ord. No. 10044, 8-16-2010, § 6; Ord. No. 10096, 7-18-2011, § 7; Ord. No. 10225, 5-28-2013, § 1; Ord. No. 10337, 11-24-2014, § 1; Ord. No. 10421, 11-9-2015, § 1; Ord. No. 10659, 10-28-2019 §1)

Assumptions and Limiting Conditions

The certification of this appraisal report is subject to the following assumptions and limiting conditions:

1. The subject's improvement(s), if any, are not expected to be impacted by the acquisition, as such; this appraisal values the subject property (land only).
2. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the marketability of the title.
3. The property is assumed to be under responsible ownership and management.
4. The property is appraised as though clear and free of any liens, encumbrances, or indebtedness, unless stated otherwise.
5. To the best of this appraiser's belief, the information contained in this report is true and reported correctly. The information in this report, while not guaranteed, has been taken from sources or records believed to be reliable.
6. The Appraiser assumes that there exist no hidden defects with the site, sub-soil, or improvements, which would render it more or less valuable.
7. Disclosure by the Appraiser of the contents of this appraisal report is subject to review in accordance with the by-laws and regulations of the professional appraisal organizations with which the Appraiser is affiliated.
8. The Appraiser is not required to appear in court or give testimony because of having made this report, unless arrangements have been made in advance.
9. This report, or any portions thereof, will not be distributed, or otherwise disseminated, to anyone other than the person whom commissioned this or those involved in the certification, except as required by law.
10. This entire appraisal report must be considered as a whole and any excerpts or portions from this report cannot be considered separately.
11. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws, as well as applicable zoning regulations and restrictions, unless otherwise stated in this report.
12. It is assumed that all required licenses, consents or other authority from any local, state, or federal governments has been obtained or can be renewed.
13. It is assumed that the subject improvements, if any, are within the stated boundaries, and that there are no encroachments on neighboring property, or

neighboring encroachments on the subject property, unless otherwise stated in this report.

14. The existence of potentially hazardous material such as urea-formaldehyde foam insulation, asbestos, and existence of toxic water, toxic waste, or radon gas may have an effect on the value of the property. The Appraiser is not qualified to determine if such substances are present. The client may wish to consult an expert in this field.
15. Acceptance of or use of this appraisal report constitutes an understanding of and acceptance of these assumptions and limiting conditions.

STATE OF MINNESOTA



KELLY ANN LINDSTROM
LINDSTROM KELLY A
10779 FALLING WATER LANE UNIT C
WOODBURY, MN 55129

Department of Commerce

The Undersigned COMMISSIONER OF COMMERCE for the State of Minnesota hereby certifies that
KELLY ANN LINDSTROM

LINDSTROM KELLY A
10779 FALLING WATER LANE UNIT C
WOODBURY, MN 55129

has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of

Resident Appraiser : Certified General

License Number: 20315256

unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect until August 31, 2025.

IN TESTIMONY WHEREOF, I have hereunto set my hand this July 06, 2023.

COMMISSIONER OF COMMERCE

Minnesota Department of Commerce

Licensing Division

85 7th Place East, Suite 500

St. Paul, MN 55101-3165

Telephone: (651) 539-1599

Email: licensing.commerce@state.mn.us

Website: commerce.state.mn.us

Notes:

- **Individual Licensees Only - Continuing Education:** 15 hours is required in the first renewal period, which includes a 7 hour USPAP course. 30 hours is required for each subsequent renewal period, which includes a 7 hour USPAP course.
- **Appraisers:** You must hold a licensed Residential, Certified Residential, or Certified General qualification in order to perform appraisals for federally-related transactions. **Trainees do not qualify.** For further details, please visit our website at commerce.state.mn.us.

STATE OF MINNESOTA



Department of Commerce

NICHOLAS KYLE LINDSTROM
2900 THOMAS AVE S APT 1529
MINNEAPOLIS, MN 55416

The Undersigned COMMISSIONER OF COMMERCE for the State of Minnesota hereby certifies that
Nicholas Kyle Lindstrom

2900 THOMAS AVE S APT 1529
MINNEAPOLIS, MN 55416

has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of
Resident Appraiser : Trainee

License Number: 40897797

unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect
until August 31, 2025.

IN TESTIMONY WHEREOF, I have hereunto set my hand this December 27, 2023.

COMMISSIONER OF COMMERCE

Minnesota Department of Commerce

Licensing Division
85 7th Place East, Suite 500
St. Paul, MN 55101-3165
Telephone: (651) 539-1599
Email: licensing.commerce@state.mn.us
Website: commerce.state.mn.us

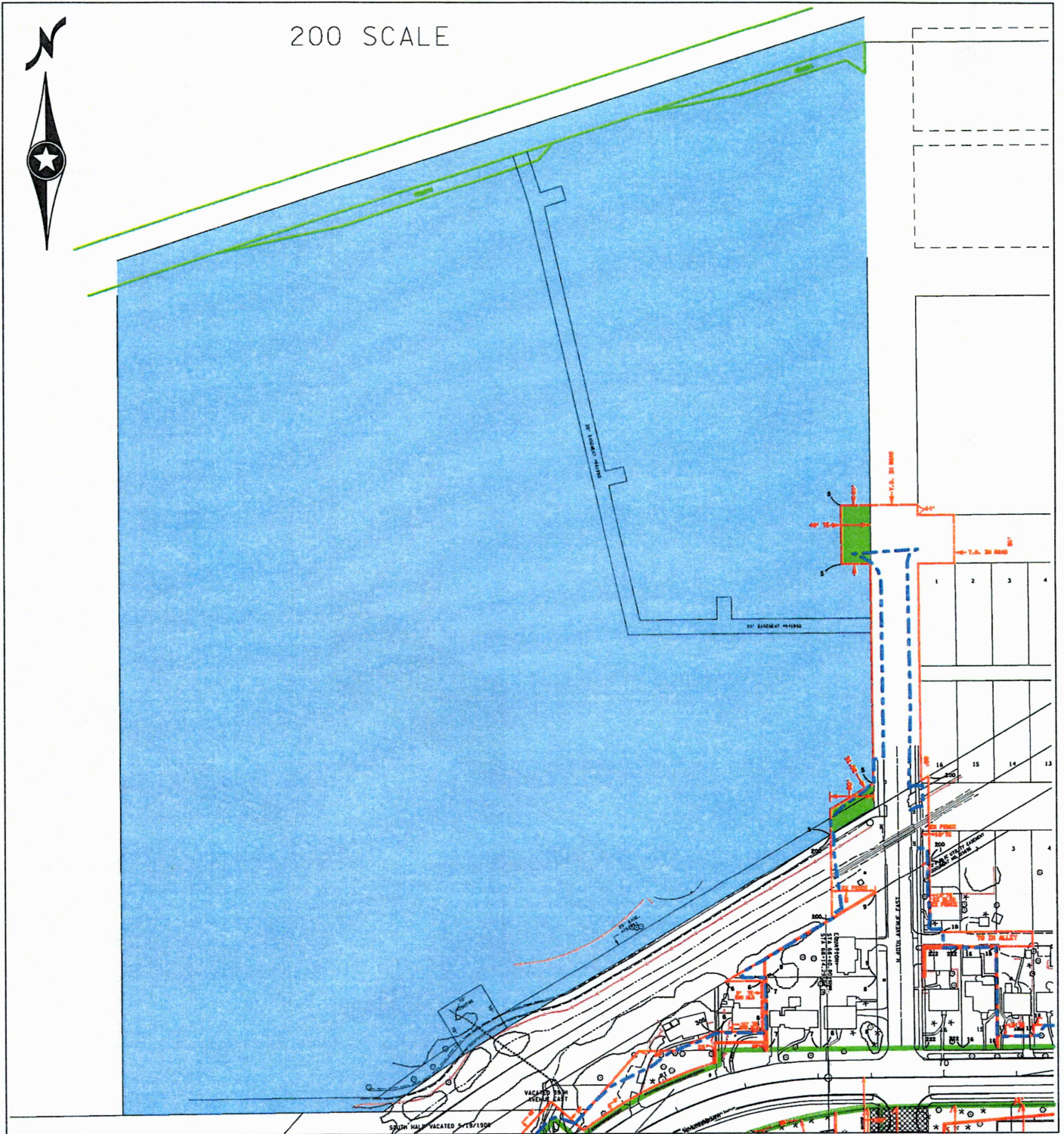
Notes:

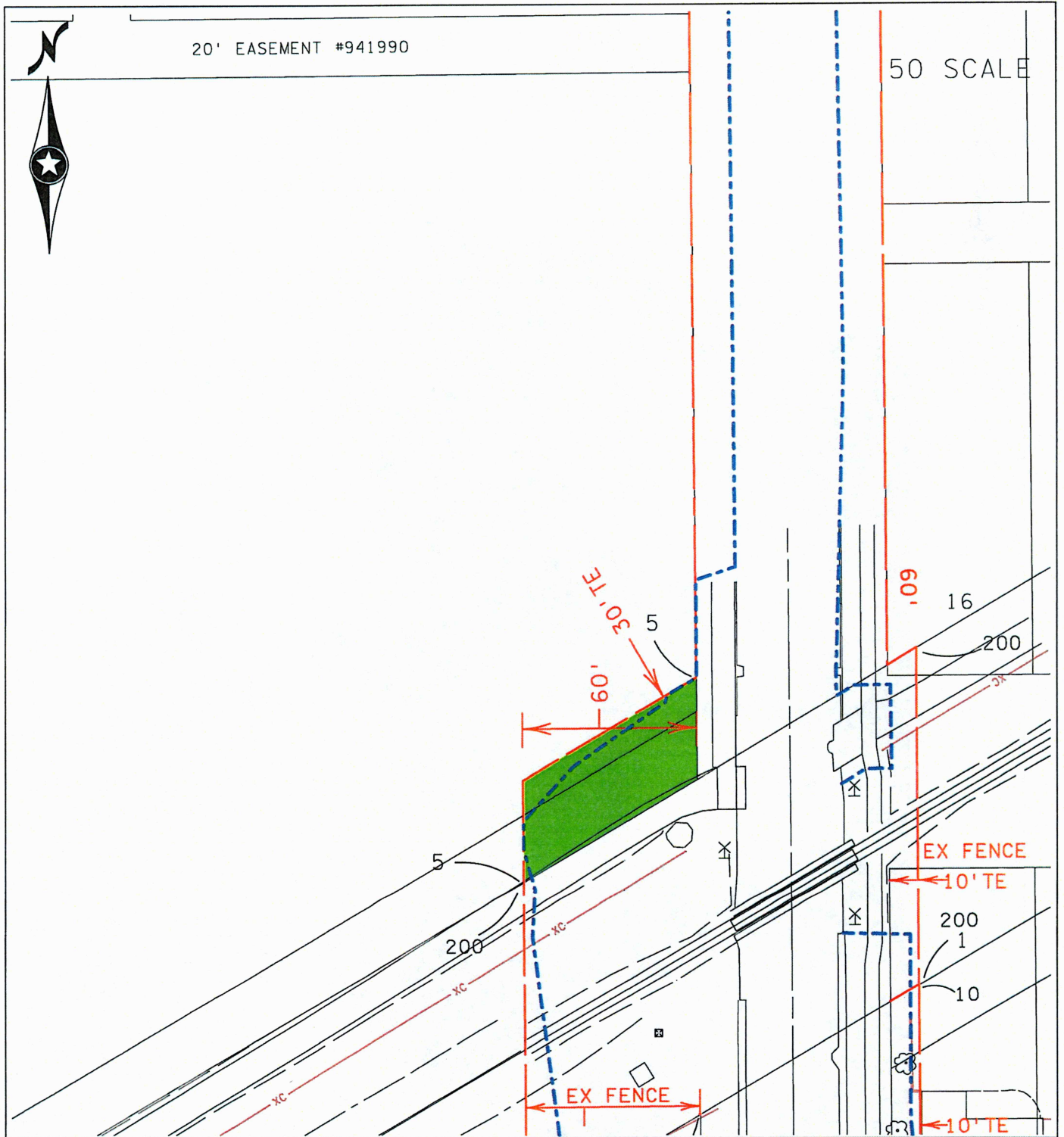
- **Individual Licensees Only - Continuing Education:** 15 hours is required in the first renewal period, which includes a 7 hour USPAP course. 30 hours is required for each subsequent renewal period, which includes a 7 hour USPAP course.
- **Appraisers:** You must hold a licensed Residential, Certified Residential, or Certified General qualification in order to perform appraisals for federally-related transactions. **Trainees do not qualify.** For further details, please visit our website at commerce.state.mn.us.

Control Section: 6925 (61=103) 904
State Project: 6925-145RW
Owner: Independent School District 709

County: St. Louis

Parcel Number: 5
Sheet 1 of 1
Scale 1 inch = 200 ft.







C.S. 6925(61=103)904)

S.P. 6925-145

SECTION 7 - TOWNSHIP 50 NORTH - RANGE 13 WEST

PARCEL NUMBER	MNDOT PLAT	OWNER	CONTIGUOUS PROPERTY	ENTIRE TRACT WITHOUT ROADS	BALANCE	TEMPORARY EASEMENT		TORRENS NUMBER
				ACRES	ACRES	ACRES	EXPIRES	
5	69-205	Independent School District 709	SW1/4 / SW1/4	28.40	28.40	0.12	12/01/2030	132302.0

COMPUTED AREAS

December 2, 2024
6925-904-5

SL
BIA
AS

Parcel 5 C.S. 6925 (61=103) 904

S.P. 6925-145RW

All of the following:

A temporary easement for highway purposes in that part of the Southwest Quarter of the Southwest Quarter of Section 7, Township 50 North, Range 13 West, shown as Parcel 5 on Minnesota Department of Transportation Right of Way Plat Numbered 69-205 as the same is on file and of record in the office of the Registrar of Titles in and for St. Louis County, Minnesota, by the temporary easement symbol; the title thereto being registered as evidenced by Certificate of Title No. 132302.0, said easement shall cease on December 1, 2030, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

The Commissioner of Transportation is hereby certifying this plat, designating the definite location of, and assigning the Commissioner's Order for, those portions of Trunk Highway No. 61 as shown on this plat, pursuant to Minnesota Statutes, Section 160.085, Section 160.14 subd. 1, Section 161.16 subd. 2, and Section 161.18.

It is further ordered that the Commissioner of Transportation's Orders covering any existing right of way, outside of the plat boundary, shall remain in full force and effect until such time the existing right of way Orders are rescinded.

It is further ordered that it is necessary to acquire all trees, shrubs, grass and herbage within the right of way of said Trunk Highway, and to keep and have the exclusive control of the same.

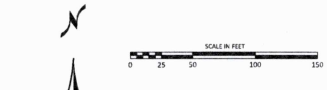
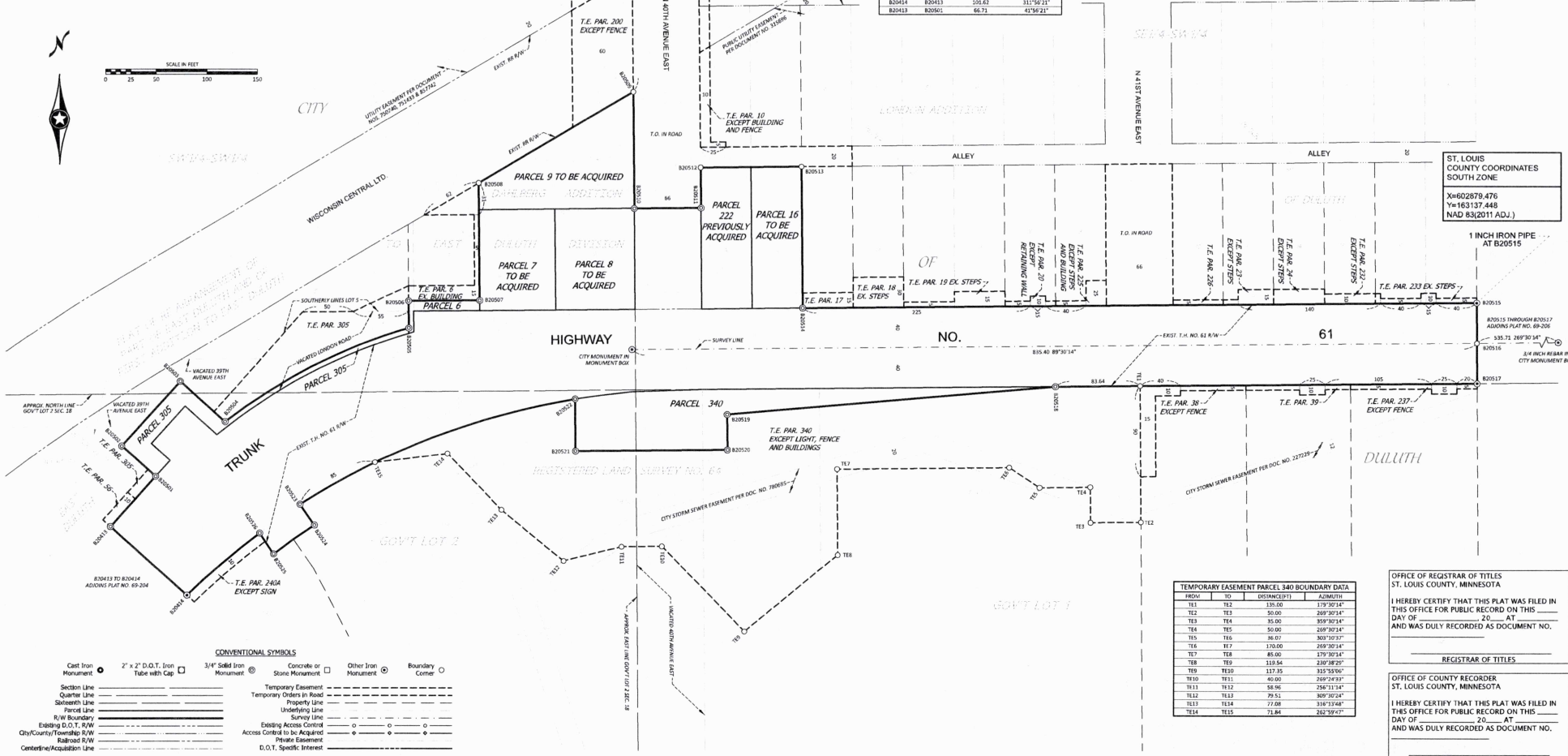
Commissioner's Order No. 100875 Location Plot No. 69-205 Nature of Interest: Definite location, width, access, and temporary easement.

Certified: Nancy Daubenberg, Commissioner of Transportation. Digitally signed by Geoffrey Bitner, Date: 2025.01.17 10:23:31 -0500. Geoffrey Bitner, L.S., Assistant Director, Office of Land Management.

I hereby certify that this plat was surveyed and prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the Laws of the State of Minnesota; that all measurements are correctly shown on this plat; that the parcel(s) are correctly delineated on this plat; that the proposed right of way boundary lines are correctly designated on this plat; that Certificates of Location for the Public Land Survey Corner monuments as shown on this plat have been or will be filed in accordance with Minnesota Statute 381.12; and that this plat meets the requirements of Minnesota Statutes, Section 160.085, Section 160.14 subd. 1, Section 161.16 subd. 2, and Section 161.18.

Certified: INTENTIONALLY BLANK by Geoff Bitner, L.S., Office of Land Management. License No. 44120, Date.

FROM	TO	DISTANCE(F)	AZIMUTH
B20501	B20502	42.90	311°56'21"
B20502	B20503	86.24	43°56'21"
B20503	B20504	59.83	131°56'21"
B20504	B20505	C.L.=204.86	C.A.=43°02'58"
A=206.00 R=365.52 Δ=27°52'41" 61			
B20505	B20506	26.81	337°30'43"
B20506	B20507	50.00	89°30'14"
B20507	B20508	116.99	357°30'43"
B20508	B20509	177.50	59°20'29"
B20509	B20510	135.90	139°30'14"
B20510	B20511	66.00	89°30'14"
B20511	B20512	40.00	337°30'14"
B20512	B20513	300.00	89°30'14"
B20513	B20514	140.00	179°30'14"
B20514	B20515	656.00	89°30'14"
B20515	B20516	40.00	179°30'14"
B20516	B20517	40.00	179°30'14"
B20517	B20518	436.64	289°30'14"
B20518	B20519	325.99	285°08'20"
B20519	B20520	35.00	179°30'14"
B20520	B20521	250.00	289°30'14"
B20521	B20522	51.60	357°30'14"
B20522	B20523	C.L.=290.77	C.A.=248°56'53"
A=292.78 R=720.72 Δ=27°52'41" 61			
B20523	B20524	25.02	145°19'21"
B20524	B20525	C.L.=50.00	C.A.=139°19'21"
A=50.01 R=692.72 Δ=64°07'07" 17			
B20525	B20526	25.02	325°19'21"
B20526	B20527	C.L.=94.80	C.A.=139°19'21"
A=94.87 R=720.72 Δ=7°32'58" 17			
B20527	B20528	103.63	311°56'21"
B20528	B20529	66.73	43°56'21"



CONVENTIONAL SYMBOLS

Cast Iron Monument	2" x 2" D.O.T., Iron Tube with Cap	3/4" Solid Iron Monument	Concrete or Stone Monument	Other Iron Monument	Boundary Corner
Section Line	Quarter Line	Shoreline Line	Parcel Line	R/W Boundary	Existing D.O.T., R/W
City/County/Township R/W	Railroad R/W	Centerline/Acquisition Line	Temporary Easement	Temporary Orders in Road	Property Line
			Underlying Line	Survey Line	Existing Access Control
			Access Control to be Acquired	Private Easement	D.O.T. Specific Interest

MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 69-205

CONTROL SECTION NO. 6925 (61=103) 901
CONTROL SECTION NO. 6925 (61=103) 903
CONTROL SECTION NO. 6925 (61=103) 904

IN GOVERNMENT LOTS 1 AND 2 OF SECTION 18, T.50 N., R.13 W.,
IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, T.50 N., R.13 W.,
ST. LOUIS COUNTY, MINNESOTA

- NOTES:
1. Admitts are based on the Minnesota County Coordinate System assuming 0 degrees 0 minutes 0 seconds for Grid North and all distances are horizontal lengths.
 2. Distances are shown in U.S. Survey Feet.
 3. Boundary monuments will be set following substantial completion of the project.
 4. Positional tolerance for boundary monuments as shown on this plat are plus or minus 0.10 feet.
 5. Any Public Land Survey Corner monument shown on this plat, if obliterated by construction, will be perpetuated per Minnesota Statute 160.15.
 6. Owners names are for reference only and are subject to change.
 7. All parcels shown on this plat may or may not have been acquired by the State of Minnesota. Check pertinent documents for each parcel to verify.
 8. Temporary Order (T.O.) gives the State of Minnesota all rights, title, easements, and appurtenances that are held by a political subdivision until the date said Temporary Order expires.
 9. For details of the survey contact the Minnesota Department of Transportation Duluth office.

ST. LOUIS COUNTY COORDINATES
SOUTH ZONE
X=602879.476
Y=65137.448
NAD 83(2011 ADJ.)

TEMPORARY EASEMENT PARCEL 340 BOUNDARY DATA

FROM	TO	DISTANCE(F)	AZIMUTH
TE1	TE2	126.00	179°30'14"
TE2	TE3	50.00	289°30'14"
TE3	TE4	85.00	359°30'14"
TE4	TE5	50.00	289°30'14"
TE5	TE6	86.07	303°10'37"
TE6	TE7	170.00	289°30'14"
TE7	TE8	88.00	179°30'14"
TE8	TE9	119.84	230°38'29"
TE9	TE10	117.35	315°55'00"
TE10	TE11	40.00	289°30'14"
TE11	TE12	58.96	256°11'44"
TE12	TE13	79.51	309°30'24"
TE13	TE14	77.08	318°17'46"
TE14	TE15	71.84	262°59'47"

OFFICE OF REGISTRAR OF TITLES
ST. LOUIS COUNTY, MINNESOTA
I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN THIS OFFICE FOR PUBLIC RECORD ON THIS DAY OF _____ AT _____ AND WAS DULY RECORDED AS DOCUMENT NO. _____
REGISTRAR OF TITLES

OFFICE OF COUNTY RECORDER
ST. LOUIS COUNTY, MINNESOTA
I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN THIS OFFICE FOR PUBLIC RECORD ON THIS DAY OF _____ AT _____ AND WAS DULY RECORDED AS DOCUMENT NO. _____
COUNTY RECORDER

MINNESOTA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLAT NO. 69-205

CONTROL SECTION NO. 6925 (61=103) 901
CONTROL SECTION NO. 6925 (61=103) 903
CONTROL SECTION NO. 6925 (61=103) 904

IN GOVERNMENT LOTS 1 AND 2 OF SECTION 18, T.50 N., R.13 W.,
IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, T.50 N., R.13 W.,
ST. LOUIS COUNTY, MINNESOTA

RIGHT OF WAY IN SECTION 7 C.S. 6925 (61=103) 904						
PARCEL	OWNER	LOCATION	TOWNSHIP NUMBER	NEW T.R. R/W	TEMPORARY EASEMENT	PERMANENT R/W INTEREST
				ACRES MORE OR LESS	ACRES MORE OR LESS	
5	INDEPENDENT SCHOOL DISTRICT 729	SW1/4 SW1/4	132302.0		0.13	12/01/2030

RIGHT OF WAY IN DAHLBERG ADDITION TO EAST DULUTH DIVISION C.S. 6925 (61=103) 904						
PARCEL	OWNER	LOCATION	TOWNSHIP NUMBER	NEW T.R. R/W	TEMPORARY EASEMENT	PERMANENT R/W INTEREST
				SQ. FEET MORE OR LESS	SQ. FEET MORE OR LESS	
6	WALTER F. MAHNEE	LOTS 4 & 5 VAC. LONDON ROAD	407		2.248	12/01/2030 FEE

RIGHT OF WAY IN LONDON ADDITION OF DULUTH C.S. 6925 (61=103) 904						
PARCEL	OWNER	LOCATION	TOWNSHIP NUMBER	NEW T.R. R/W	TEMPORARY EASEMENT	PERMANENT R/W INTEREST
				SQ. FEET MORE OR LESS	SQ. FEET MORE OR LESS	
10	ANDREW J. BROWN	LOT 5, BLOCK 2	267933.0		1.004	12/01/2030
17	GREGORY A. WHITE	LOT 14, BLOCK 2			750	12/01/2030
18	SHELBY NELSON	LOT 13, BLOCK 2			1.500	12/01/2030
19	MADELINE JOHNSON	LOTS 11 & 12, BLOCK 2			1.000	12/01/2030
20	JOHNNIE M. LUNDBERG	LOT 10, BLOCK 2			325	12/01/2030
21	THOMAS L. GRASSINGER	LOT 9, BLOCK 2			600	12/01/2030
24	BRUCE A. TRUBENBACH	LOT 14, BLOCK 3			751	12/01/2030
275	CRAGS H. WOOD	LOT 8, BLOCK 2			650	12/01/2030
226	JAMES ARTHUR LUNDBERG II	LOT 16, BLOCK 3			250	12/01/2030
232	SHIRLEY A. JOHNSON	LOT 15, BLOCK 3	218958.0		600	12/01/2030
233	MARC J. MCLENNAN	LOTS 11 & 12, BLOCK 3			600	12/01/2030

NOTE: LONDON ADDITION OF DULUTH IS ALSO KNOWN AS LONDON ADDITION TO DULUTH

RIGHT OF WAY IN SECTION 18 C.S. 6925 (61=103) 904						
PARCEL	OWNER	LOCATION	TOWNSHIP NUMBER	NEW T.R. R/W	TEMPORARY EASEMENT	PERMANENT R/W INTEREST
				ACRES MORE OR LESS	ACRES MORE OR LESS	
38	THOMAS G. BELL III	GOV'T LOT 1	263056.0		0.04	12/01/2030
39	ANN L. MARIS TRUST AGENT	GOV'T LOT 2	329173.0		0.03	12/01/2030
237	RANDY ALLAN BRAATEN	GOV'T LOT 1	336650.0		0.02	12/01/2030

NOTE: PARCELS 38, 39, AND 237 ARE ALSO KNOWN AS "RESERVED FOR PROPRIETORS" ON LONDON ADDITION OF DULUTH

RIGHT OF WAY IN EAST DULUTH C.S. 6925 (61=103) 901						
PARCEL	OWNER	LOCATION	TOWNSHIP NUMBER	NEW T.R. R/W	TEMPORARY EASEMENT	PERMANENT R/W INTEREST
				SQ. FEET MORE OR LESS	SQ. FEET MORE OR LESS	
56	COUNTY OF ST. LOUIS	LOT 11, BLOCK 21	367			12/01/2030

NOTE: FOR BALANCE OF PARCEL 56 SEE PLAT 69-204

RIGHT OF WAY IN SECTION 7 AND LONDON ADDITION OF DULUTH C.S. 6925 (61=103) 901						
PARCEL	OWNER	LOCATION	TOWNSHIP NUMBER	NEW T.R. R/W	TEMPORARY EASEMENT	PERMANENT R/W INTEREST
				SQ. FEET MORE OR LESS	SQ. FEET MORE OR LESS	
200	ST. LOUIS AND LAKE COUNTIES REGIONAL BALTIMORE AUTHORITY	SW1/4 SW1/4 LOT 1, BLOCK 2 LOT 16, BLOCK 12 LOMBARD STREET			6,940	12/01/2030
					1,156	12/01/2030

NOTE: LONDON ADDITION OF DULUTH ALSO KNOWN AS LONDON ADDITION TO DULUTH

RIGHT OF WAY IN REGISTERED LAND SURVEY NO. 64 C.S. 6925 (61=103) 903						
PARCEL	OWNER	LOCATION	TOWNSHIP NUMBER	NEW T.R. R/W	TEMPORARY EASEMENT	PERMANENT R/W INTEREST
				SQ. FEET MORE OR LESS	SQ. FEET MORE OR LESS	
240A	ZWAGO COOPERATIVE AT LAKE SUPERIOR	TRACT D	952268.0		998	12/01/2030
340	LAKE SHORE INC.	TRACT A	299711.0	5,522	50,118	12/01/2030 FEE
		TRACT B	331911.0	7,210	26,624	12/01/2030 FEE

NOTE: TEMPORARY COMMISSIONER'S ORDERS IN PUBLIC ROADS WILL EXPIRE ON 12/01/2030

RIGHT OF WAY IN PLAT OF RE-ARRANGEMENT OF PART OF EAST DULUTH AND OF FIRST ADDITION TO EAST DULUTH AND DAHLBERG ADDITION TO EAST DULUTH DIVISION C.S. 6925 (61=103) 903						
PARCEL	OWNER	LOCATION	TOWNSHIP NUMBER	NEW T.R. R/W	TEMPORARY EASEMENT	PERMANENT R/W INTEREST
				SQ. FEET MORE OR LESS	SQ. FEET MORE OR LESS	
305	VINCE E. ALLEN	LOT 13, BLOCK 31, R.E.D. VAC. 39TH AVE EAST	2,630		300	12/01/2030 FEE
		LOT 6, DAHLBERG ADDITION VAC. LONDON ROAD	1,297		7,588	12/01/2030 FEE

NOTE: R.E.D. DENOTES RE-ARRANGEMENT OF PART OF EAST DULUTH AND OF FIRST ADDITION TO EAST DULUTH

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

TEMPORARY EASEMENT

C.S. 6925 (61=103) 904
Parcel 5
County of St. Louis

Date: _____

For and in consideration of the sum of Six Thousand, Two Hundred Dollars (\$6,200.00), The Independent School District of the City of Duluth, also known as Independent School District No. 709, a public corporation under the laws of the state of Minnesota, Grantor, hereby grants to the State of Minnesota, Grantee, a temporary easement to be used for highway purposes on all that part of the following described property in St. Louis County, Minnesota:

All of the following:

A temporary easement for highway purposes in that part of the Southwest Quarter of the Southwest Quarter of Section 7, Township 50 North, Range 13 West, shown as Parcel 5 on Minnesota Department of Transportation Right of Way Plat Numbered 69-205 as the same is on file and of record in the office of the Registrar of Titles in and for St. Louis County, Minnesota, by the temporary easement symbol; the title thereto being registered as evidenced by Certificate of Title No. 132302.0, said easement shall cease on December 1, 2030, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

Grantor is the owner of the above-described premises and has the lawful right and authority to convey and grant the temporary easement herein granted.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this temporary easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the temporary easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

THE INDEPENDENT SCHOOL DISTRICT OF THE
CITY OF DULUTH, also known as Independent
School District No. 709

By _____

Its _____

And _____

Its _____

STATE OF MINNESOTA)
)SS.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ and _____, the _____ and _____ of The Independent School District of the City of Duluth, also known as Independent School District No. 709, a public corporation under the laws of the state of Minnesota, on behalf of the public corporation.

NOTARY PUBLIC

My commission expires: _____

This instrument was drafted by the
State of Minnesota, Department of
Transportation, Legal and Property
Management Unit,
395 John Ireland Blvd.
St. Paul, MN 55155-1800

RESOLUTION # _____

INDEPENDENT SCHOOL DISTRICT NO. 709

**A RESOLUTION TO ALLOW THE MINNESOTA DEPARTMENT OF
TRANSPORTATION (Mn/DOT) TO ACQUIRE A TEMPORARY EASEMENT
FROM INDEPENDENT SCHOOL DISTRICT NO. 709 (ISD #709)**

BE IT RESOLVED, by the Board of ISD #709, which in consideration of Six Thousand, Two Hundred dollars (\$6,200.00) to be paid by the State of Minnesota, Department of Transportation, that ISD #709 allows the acquisition of a temporary easement by direct purchase to the State of Minnesota, described as follows:

All of the following:

A temporary easement for highway purposes in that part of the Southwest Quarter of the Southwest Quarter of Section 7, Township 50 North, Range 13 West, shown as Parcel 5 on Minnesota Department of Transportation Right of Way Plat Numbered 69-205 as the same is on file and of record in the office of the Registrar of Titles in and for St. Louis County, Minnesota, by the temporary easement symbol; the title thereto being registered as evidenced by Certificate of Title No. 132302.0, said easement shall cease on December 1, 2030, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

The foregoing resolution was introduced and moved for adoption by _____ and seconded by _____.

	<u>Yes</u>	<u>No</u>	<u>Other</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adopted this _____ day of _____, 20____.

Printed Name: _____

Its: _____

Attest: _____

Printed Name: _____

Its: _____

**Minnesota Department of Transportation
APPRAISAL REIMBURSEMENT CLAIM**

FOR OFFICIAL USE ONLY
Name (Payee) <u>The Independent School District of the City of Duluth</u>
Address <u>Central Administration Building</u>
City/State/Zip <u>Duluth, MN 55802</u>
Dist. <u>D1 - Duluth</u>
S.P. <u>6925-145RW</u>
Parcel <u>5</u>
C.S. <u>6925 (61=103) 904</u>
Job # <u>TRW239185</u>
Fed No. <u>State Funds</u>
County <u>St. Louis</u>
Prop. Owner <u>Independent School District 709</u>
Parcel Address <u>301 N. 40th Ave. E.</u>
City/State/Zip <u>Duluth, MN 55804</u>
Note: W-9 for payee must accompany this claim.

FOR OFFICIAL USE ONLY
Approved Amount \$ _____
Approved By _____ <small>District Authorization (DE or ADE) Date</small>
Mail Check to:
Name _____
Address _____
City/State/Zip _____

FOR OFFICIAL USE ONLY
Vendor Number: _____

NAME AND ADDRESS OF QUALIFIED APPRAISER	
Name of Appraiser _____	MN License # _____
Address _____	City/State/Zip _____
NOTE: Paid receipt and signed/dated appraisal report from above-named appraiser must accompany this form.	

I, the undersigned, do hereby certify that the above information is correct, and that any receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other claim for reimbursement of, or have received compensation or reimbursement for, any expense in connection with this claim. I understand that any falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO:

DISTRICT 1-DULUTH
1123 MESABA AVE.
DULUTH, MN 55811
PHONE (218) 725-2700

Date _____
Name (print) _____
Signature _____
Telephone _____
Email _____

(8/2020)

Minnesota Department of Transportation
ACQUISITION INCIDENTAL CLAIM

Advance Claim Partial Claim Final Claim

FOR OFFICIAL USE ONLY	
Name (Payee)	<u>The Independent School District of the City of Duluth</u>
Address	<u>Central Administration Building, 215 North First Ave East, Duluth, MN 55802</u>
Dist.	<u>D1 - Duluth</u>
S.P.	<u>6925-145RW</u> C.S. <u>6925 (61=103) 904</u>
Parcel	<u>5</u> C.ID. <u>TRW239185</u>
Fed No.	<u>State Funds</u>
County	<u>St. Louis</u>
Prop. Owner	<u>Independent School District 709</u>
Parcel Address	<u>301 N. 40th Ave. E.</u>
City/State/Zip	<u>Duluth, MN 55804</u>

FOR OFFICIAL USE ONLY	
Approved Amount \$	_____
Approved By _____	District Authorization _____ Date _____
Approved By _____	OLM Authorization _____ Date _____
Date Application Approved	_____
Mail Check to:	
Name	_____
Address	_____
City/State/Zip	_____

FOR OFFICIAL USE ONLY
Vendor Number:

- A. Service fees of Mortgagee for Partial Release of Mortgage \$ _____
 - B. Pre-payment penalty charged by Mortgagee \$ _____
 - C. Abstract costs (Optional - see explanation on back of form) \$ _____
 - D. Legal Fees or Court costs \$ _____
 - E. Misc. Pre-Approval Fees \$ _____
- TOTAL PAYMENT** \$ _____

Residency Certification: I attest, under penalty of perjury, that myself and my family, are lawful citizens of the United States, or aliens lawfully admitted for residence in the United States; OR, I attest, under penalty of perjury, that myself and/or members of this partnership, association or corporation are lawful citizens of United States or aliens lawfully admitted for residency and authorized to conduct business in the United States.

I, the undersigned, do hereby certify that the above information is correct, and that any receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other claim for reimbursement of, or have received compensation or reimbursement for, any expense in connection with this claim. I understand that any falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO:
DISTRICT 1-DULUTH
1123 MESABA AVE.
DULUTH, MN 55811
PHONE (218) 725-2700

Date _____ Telephone _____
Name (print) _____
Signature _____

BEFORE YOU MAIL THIS CLAIM, PLEASE READ BELOW

Have you **enclosed proper receipts** where the need for such receipt is indicated in the instructions?
Have you **signed** this claim form and indicated the address to which you wish the reimbursement check mailed?

INSTRUCTIONS FOR FILING OF CLAIM

- A. **SERVICE, RECORDING or RELATED FEES CHARGED BY MORTGAGEE FOR A PARTIAL RELEASE or SATISFACTION OF MORTGAGE**
Mortgage Partial Release fees may, if requested by the Owner, be paid directly to the Mortgagee by the Agency, or be reimbursed if paid directly to the Mortgagee by the Owner. (See instructions below.)
- B. **PRE-PAYMENT PENALTY or RELATED FEES CHARGED BY MORTGAGEE**
Mortgage Pre-Payment Penalties may, if requested by the Owner, be paid directly to the Mortgagee by the Agency, or be reimbursed if paid directly to the Mortgagee by the Owner. (See instructions below.)

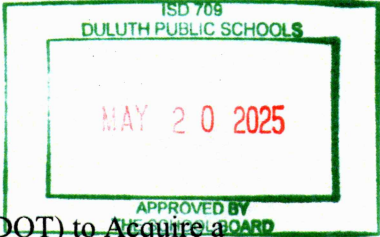
Instructions for Filing Claims for Items A. or B. above:

- If requesting **direct payment by the Agency to a Mortgagee**, submit this completed claim form, along with:
 - a letter from the Owner to the Agency, requesting direct payment be made to the Mortgagee; and
 - a copy of the Mortgagee's fee statement or letter indicating the amount due
- If requesting **reimbursement of fees paid directly to the Mortgagee**, then submit this claim form, along with evidence of fees receipted and processed by the Mortgagee. Such evidence must, at a minimum, include:
 - a copy of the Mortgagee's fee statement or letter indicating the amount due; and at least one of the following:
 - a copy of a receipt of payment from the Mortgagee; or
 - the original cancelled check paid to the Mortgagee; or
 - other evidence that payment has been received and processed by the Mortgagee; or
 - in the case of a Partial Release, a copy of the executed Partial Release document.

- C. **ABSTRACT COSTS (Optional)**
We emphasize that this particular item is entirely optional. It is not required by the state that you incur any expenses whatsoever. It is only if you wish to have your property abstract up-dated to show the state's acquisition that these instructions apply.
- You are eligible to be reimbursed for only *that cost of an abstract continuation which is attributable to the State's acquisition.*
 - You cannot be reimbursed by the State for: (1) the entry on your abstract of any transfer which took place before or after the transfer to the State; (2) Abstractor's Certificate; (3) Tax Certificates; (4) Lien or Judgment searches.
 - *It is likely that the abstract cost reimbursement will be considerable less than the total cost that you will incur.*
 - *Special Instructions:* To qualify for this reimbursement, you must take or send your property abstract to a Registered Abstractor or to the Office of the Register of Deeds in the County where the affected property is located. The property abstract may then be brought up to date by the Abstractor or Register of Deeds. When the Abstractor or the Register of Deeds has been paid for his services, the claimant should ask for a receipt which includes a *completely itemized breakdown of the total fee charged. The breakdown must indicate what portion of the fee is attributable of those entries which deal with **only** the State's acquisition.*

If you decide to forego the up-dating of the abstract, and thereby waive your eligibility to reimbursement for this item, please indicate by writing in ink the word "none" and your initials in the blank opposite item "C" on the claim form. Such a waiver will have no effect whatever on your eligibility to be reimbursed for other expenses you may have incurred, if any.

- D. **COURT or RELATED COSTS**
You are eligible to be reimbursed (upon presentation of an itemized receipted bill) for expenses incurred, including reasonable attorney, notary or similar fees, for obtaining a court-approved agreement for a guardian or conservator to sell to the state under M.S. '525.67 and the guardian's or conservator's deed.
- E. **Miscellaneous Fees Pre-Approved by MnDOT Legal to Facilitate File Closing** 242



RESOLUTION

Resolution to Allow the Minnesota Department of Transportation (Mn/DOT) to Acquire a Temporary Easement from Independent School District No. 709 (ISD #709)

BE IT RESOLVED, by the Board of ISD #709, which in consideration of Six Thousand, Two Hundred dollars (\$6,200.00) to be paid by the State of Minnesota, Department of Transportation, that ISD #709 allows the acquisition of a temporary easement by direct purchase to the State of Minnesota, described as follows:

All of the following:

A temporary easement for highway purposes in that part of the Southwest Quarter of the Southwest Quarter of Section 7, Township 50 North, Range 13 West, shown as Parcel 5 on Minnesota Department of Transportation Right of Way Plat Numbered 69-205 as the same is on file and of record in the office of the Registrar of Titles in and for St. Louis County, Minnesota, by the temporary easement symbol; the title thereto being registered as evidence by Certificate of Title No. 132302.0, said easement shall cease on December 1, 2030, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

The foregoing resolution was introduced and moved for adoption by Jill Lofald

and seconded by Stephanie Williams

Adopted this 20th day of May, 2025.

Kelly Durick Eder

Printed Name: Kelly Durick Eder

Its: School Board Chair

Printed Name: _____

Its: _____