

## Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

### Agenda

Tuesday, June 17, 2025

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

### 1. Consent Agenda

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

- |   |   |
|---|---|
| 1) Regular School Board Meeting - May 20, 2025                          | 3 |
| 2) Special School Board Meeting Re: Legal & Negotiations - June 9, 2025 | 7 |

#### B. Approval of Action Items

##### 1) Human Resources

- |   |    |
|---|----|
| a. HR Staffing Report   | 9  |
| b. HR Staffing Report   | 10 |
| c. <u>Other Action Items</u>  |    |
| (1) Job Description - UMN NXT GEN Teach Apprenticeship Paraprofessional     | 11 |
| (2) Job Description - Executive Assistant - Payroll                         | 14 |
| (3) Job Description - District Support Center Clerical                      | 18 |
| (4) Job Description - Executive Administrative Specialist, Special Services | 22 |
| (5) Job Description - Enrollment and Student Data Specialist                | 26 |
| (6) Job Description - Transportation Clerical                               | 30 |

##### 2) Finance

- |  |           |
|--|-----------|
| a. <u>Financial Report</u>   | <u>34</u> |
| b. <u>Bids, RFPs and Quotes</u> - None   |           |
| c. <u>Contracts, Change Orders, Leases</u>   |           |
| (1) CONTRACT - DTA & Duluth Public Schools Pass Program Agreement                    | 35        |
| (2) CONTRACT - Duluth EHS Parking Lot Improvements (BID #1339 Approved 05.20.2025)   | 41        |
| (3) CHANGE ORDER - Education Center Improvement Project (RFP #339 Approved 05.20.25) | 83        |

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

- |  |     |
|--|-----|
| a. Language Access Plan 25-26            | 97  |
| b. Student and Family Handbook 2025-2026 | 114 |

##### 4) Other

- |                                   |            |
|-----------------------------------|------------|
| a. <u>Diploma Requests</u>        | <u>185</u> |
| b. <u>Field Trip Requests</u> N/A |            |
| c. <u>Data Sharing Agreements</u> |            |

**C. Approval of Policy Readings**

1) <u>First Readings</u>	
a. 501 Weapons Policy	220
b. 512 School Sponsored Student Publications and Activities (replacing 5080 Student Expression of Opinion)	235
2) <u>Second Readings</u>	
a. 807 Health and Safety Policy (replacing 4165 Eye & Face Protection (Staff) & 5145 Eye and Face Protection for Students)	241
3) <u>Policies for Review</u>	
a. 412 Expense Reimbursement	257

**D. Approval of Committee Reports**

By approving Committee Reports, the board acknowledges and approves all informational and action items represented in the Regular School Board Meeting Report of each committee.

1) <u>Monthly Committee of the Whole - June 12, 2025</u>	<u>261</u>
2) <u>Policy Committee - June 10, 2025</u>	<u>425</u>
3) <u>Human Resources/Business Services Committee - (June 9, 2025)</u>	

Regular School Board Meeting  
Tuesday, May 20, 2025 6:30 PM Central

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

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

1. Call to Order  
at 6:35 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

Move to Approve the Agenda. This motion, made by Rosie Loeffler-Kemp and seconded by Sarah Mikesell, Passed.

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

Move to pull item A.2)d.(1) CONTRACT - MDOT London Road Property Sale from the Consent Agenda and add to the Regular Agenda as item 11E. This motion, made by Jill Lofald and seconded by Sarah Mikesell, Passed.

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

Move to approve the Amended Agenda. This motion, made by Rosie Loeffler-Kemp and seconded by Stephanie Williams, Passed.

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

5. School and Community Recognition

Superintendent Magas presented the School and Community Recognition.

6. Report of the Superintendent

6.A. Reports from Student School Board Representatives

Student Representative Dean presented the East Student Report.

6.B. Superintendent's Report

Superintendent Magas presented the Superintendent's Report. Topics included:  
Graduation Rates  
Legislative Updates  
Other

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

### 7. Report of Standing Committees

#### 7.A. Committee of the Whole

##### 7.A.1) Monthly Committee of the Whole (*May 6, 2025*)

Superintendent Magas presented the Monthly Committee of the Whole Report.

#### 7.B. Human Resources/Business Services Committee (*May 12, 2025*)

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

#### 7.C. Policy Committee (*May 13, 2025*)

Member Loeffler-Kemp presented the Policy Committee Report.

### 8. General Board Committee Updates

Various School Board members shared General Board Committee Updates.

### 9. Consent Agenda

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

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

Move to Approve the Consent Agenda.

### 10. Resolutions from Committee Reports

#### 10.A. B-5-25-4096 - Acceptance of Donations to Duluth Public Schools

Move to Approve Resolution B-5-25-4096 Acceptance of Donations to Duluth Public Schools. This motion, made by Sarah Mikesell and seconded by Stephanie Williams, Passed.

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

#### 10.B. B-5-25-4097 - Acceptance of Grant Awards to Duluth Public Schools

Move to Approve Resolution B-5-25-4097 Acceptance of Grant Awards to Duluth Public Schools. This motion, made by Henry Banks and seconded by Sarah Mikesell, Passed.

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

### 11. Special Resolutions and Action Items

11.A. HR-5-25-4098 Duluth District-Wide Instructional Administrators' Association Collective Bargaining Unit

Move to Approve Resolution HR-5-25-4098 Duluth District-Wide Instructional Administrators' Association Collective Bargaining Unit. This motion, made by Stephanie Williams and seconded by Rosie Loeffler-Kemp, Passed.

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

Yea: 6, Nay: 0, Absent: 1

Discussion was had.

11.B. SP-5-25-4099 Declaring the First Friday in June to be National Gun Violence Awareness Day

Move to Approve Resolution SP-5-25-4099 Declaring the First Friday in June to be National Gun Violence Awareness Day. This motion, made by Rosie Loeffler-Kemp and seconded by Jill Lofald, Passed.

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

Yea: 6, Nay: 0, Absent: 1

11.C. B-5-25-4100 Authorized Bank Account Signer

Move to Approve Resolution B-5-25-4100 Authorized Bank Account Signer. This motion, made by Stephanie Williams and seconded by Henry Banks, Passed.

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

Yea: 6, Nay: 0, Absent: 1

11.D. Procurement of Project Consulting Services for MDE Formal Review and Comment

Move to authorize district administration to procure the services of necessary project consultants, including ICS, RW Baird, and others, and to work with the project team to develop and submit all required project-related documentation to the Minnesota Department of Education for its formal review and comment for the 424 W 1st Street project. This motion, made by Sarah Mikesell and seconded by Jill Lofald, Passed.

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

Yea: 6, Nay: 0, Absent: 1

11.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)

Move to Approve 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). This motion, made by Jill Lofald and seconded by Stephanie Williams, Passed.

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

Yea: 6, Nay: 0, Absent: 1

Discussion was had.

12. Questions / Other

Member Banks & Member Mikesell shared information on upcoming events.

### 13. Adjournment

Move to Adjourn at 8:31 p.m. This motion, made by Stephanie Williams and seconded by Jill Lofald, Passed.

Amber Sadowski: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp:

Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Stephanie Williams: Yea

Yea: 6, Nay: 0, Absent: 1

Special [Closed] School Board Meeting -  
Legal & Negotiations  
Monday, June 9, 2025 5:00 PM Central

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

Henry Banks: Present  
Kelly Durick Eder: Present  
Rosie Loeffler-Kemp: Present  
Jill Lofald: Present  
Sarah Mikesell: Present  
Amber Sadowski: Present  
Stephanie Williams: Present  
Present: 7.

1. Call to Order  
at 5:24 p.m.

2. Roll Call

3. Closed Session pursuant to Minnesota Statutes Section 13D.05, subdivision 3(b), to engage in confidential discussions with the Board’s legal counsel regarding a pending lawsuit.

Motion to move to a closed session at 5:27 p.m. This motion, made by Jill Lofald and seconded by Henry Banks, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0

4. Closed Session pursuant to Minnesota Statutes Section 13D.05, subdivision 3(b), to engage in confidential discussions with the Board’s legal counsel regarding threatened litigation.

Motion to move to a closed session at 5:27 p.m. This motion, made by Henry Banks and seconded by Stephanie Williams, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0

Reconvened to open session at 7:35 p.m.

5. Closed Session pursuant to Minnesota Statute section 13D.03, subdivision 1(b), for discussion of labor negotiations.

Motion to Move to a closed session at 7:36 p.m. This motion, made by Sarah Mikesell and seconded by Stephanie Williams, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0

Reconvened to an open session at 8:30 p.m.

6. Adjournment

Move to Adjourn at 8:31 p.m. This motion, made by Stephanie Williams and seconded by Amber Sadowski, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0

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Chair Durick Eder

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Clerk Mikesell

**HUMAN RESOURCES ACTION ITEMS FOR: JUNE 17, 2025**

<b><u>CERTIFIED APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
ANDERSON, SCOTT L	PHYSICAL ED/HEALTH TEACHER/ORDEAN EAST, (BA) III, 8, 0.4, NEW POS	08/25/2025
CANNELLA, LILIANA F	SPED SCHOOL PSYCHOLOGIST/DISTRICT WIDE, (MA+45) IV, 2, 1.0, TRENTOR D.	08/25/2025
DEAVER, ANGIE M	SPED ECSE B-6 TEACHER/DISTRICT WIDE, (MA) IV, 9, 1.0, MIX J.	07/14/2025
PERSHERN, LORA L	SPED WORK EXPERIENCE TEACHER/DISTRICT WIDE, (MA+30) IV, 9, 1.0, LINDBERG T.	08/25/2025

<b><u>CERTIFIED LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
HALL, MORGAN J	HEALTH TEACHER/DENFELD	08/25/2025 11/19/2025
STEVENSON, MICHELLE N	SPED ECSE - LESTER PARK ES	05/29/2025 06/12/2025
THOMPSON, JESSICA E	MUSIC TEACHER/HOMECROFT/CHESTER CREEK	08/25/2025 06/05/2026

<b><u>CERTIFIED RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
WEBER-LARIONOVA, TATYANA M	WORLD LANG. GERMAN - ORDEAN-EAST MS	05/28/2025

<b><u>NON-CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
CHRISTENSEN, AUSTIN R	FLOAT CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$18.49/HR	06/09/2025
FIER, LEE S	CUSTODIAN I/DENFELD, 40/52WKS, \$17.52/HR, BAKKEN L.	06/16/2025
GROVER, SUSAN M	NUTRITIONAL SERVICE ASSISTANT/EAST, 17.5/38WKS, \$15.68/HR, BLOCK K.	05/19/2025
HANSON, COREY L	PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, \$21.35/HR, SANDERS T.	08/25/2025
MEYER, MARA E	SPED PROGRAM PARA/LINCOLN PARK MIDDLE SCHOOL, 33.75/38WKS, \$21.07/HR, ANDERSON S.	08/26/2025
PRENDERGAST, STACY R	OFFICE SUPPORT SPECIALIST SENIOR/HOMECROFT, 40/45 WKS, \$21.02/HR, JOY S.	05/19/2025
TOYA, SHAYE M	SPED STUDENT SPECIFIC PARA/CHESTER CREEK, 31.25/38WKS, \$21.27/HR,	08/25/2025
WITTE, GLORIA J	HOURLY DISHWASHER/DISTRICT WIDE, UP TO 12 HRS/38WKS, \$14.00/HR	05/07/2025

<b><u>NON-CERT LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
BLACK, JENNA R	SCHOOL CUSTODIAN 1 - PIEDMONT ES	06/09/2025 06/15/2025
LARSON, CARI J	CHILD NUTRITION ASST - EAST HS	05/19/2025 06/06/2025
REUTER, ELIZA R	OSSS - ROCKRIDGE	05/08/2025 06/20/2025
ZAKRZEWSKI, HANNA N	OCCUP THERAPY ASST - DW	09/02/2025 11/25/2025

<b><u>NON-CERT RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BAKKEN, LAUREL L	SCHOOL CUSTODIAN II - DENFELD HS	05/14/2025
CHRISTENSEN, PAMELA N	CHILD NUTRITION ASST - LOWELL ES	06/05/2025
CORKERY, SEAMUS J	SUPERVISORY PARA - EAST HS	05/23/2025
GARNER, LAMOREA L	SPED BW PARA - MYERS-WILKINS ES	05/12/2025
HALVER, STEVEN G	ENGINEER II - LESTER PARK ES	06/02/2025
JENKINS, SONNY J	SPECIAL SERVICES SUPERVISOR - DW	06/13/2025
KIRBY, ANNIKA J	CHECK & CONNECT PARA - EAST HS	06/06/2025
LOVEJOY, TERRANCE E	SPED CHILD SPEC SETTING III/IV - EAST HS	06/06/2025
NELSON, JACK D	INSTRUCTIONAL PARA - MYERS-WILKINS ES	06/06/2025
SIMMONS, LEAH K	SPED CHILD SPEC SETTING III/IV - LINCOLN PARK MS	06/03/2025
WATTS, ISAIAH R	SPED CHILD SPEC SETTING III/IV - LINCOLN PARK MS	06/06/2025
WILCZEK, CHRISTOPHER D	TECH TUTOR PARA - EAST HS	06/06/2025

<b><u>NON-CERT RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
GAVITT, MARY K	CHECK & CONNECT PARA - ORDEAN-EAST MS	06/06/2025
REPENSKY, BARBARA A	CHILD NUTRITION ASST - PIEDMONT ES	06/06/2025
WICK, SUSAN C	CHILD NUTRITION ASST - PIEDMONT ES	06/06/2025

<b><u>NON-CERT TERMINATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
MACIEWSKI, JENNIFER M	CHILD NUTRITION ASST - LESTER PARK ES	05/13/2025

**HUMAN RESOURCES ACTION ITEMS FOR: JUNE 17, 2025**

<b><u>CERTIFIED APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
ANDERSON, SCOTT L	PHYSICAL ED/HEALTH TEACHER/ORDEAN EAST, (BA) III, 8, 0.4, NEW POS	08/25/2025
CANNELLA, LILIANA F	SPED SCHOOL PSYCHOLOGIST/DISTRICT WIDE, (MA+45) IV, 2, 1.0, TRENTOR D.	08/25/2025
DEAVER, ANGIE M	SPED ECSE B-6 TEACHER/DISTRICT WIDE, (MA) IV, 9, 1.0, MIX J.	07/14/2025
PERSHERN, LORA L	SPED WORK EXPERIENCE TEACHER/DISTRICT WIDE, (MA+30) IV, 9, 1.0, LINDBERG T.	08/25/2025

<b><u>CERTIFIED LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
HALL, MORGAN J	HEALTH TEACHER/DENFELD	08/25/2025 11/19/2025
STEVENSON, MICHELLE N	SPED ECSE - LESTER PARK ES	05/29/2025 06/12/2025
THOMPSON, JESSICA E	MUSIC TEACHER/HOMECROFT/CHESTER CREEK	08/25/2025 06/05/2026

<b><u>CERTIFIED RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
WEBER-LARIONOVA, TATYANA M	WORLD LANG. GERMAN - ORDEAN-EAST MS	05/28/2025

<b><u>NON-CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
CHRISTENSEN, AUSTIN R	FLOAT CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$18.49/HR	06/09/2025
FIER, LEE S	CUSTODIAN I/DENFELD, 40/52WKS, \$17.52/HR, BAKKEN L.	06/16/2025
GROVER, SUSAN M	NUTRITIONAL SERVICE ASSISTANT/EAST, 17.5/38WKS, \$15.68/HR, BLOCK K.	05/19/2025
HANSON, COREY L	PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, \$21.35/HR, SANDERS T.	08/25/2025
MEYER, MARA E	SPED PROGRAM PARA/LINCOLN PARK MIDDLE SCHOOL, 33.75/38WKS, \$21.07/HR, ANDERSON S.	08/26/2025
PRENDERGAST, STACY R	OFFICE SUPPORT SPECIALIST SENIOR/HOMECROFT, 40/45 WKS, \$21.02/HR, JOY S.	05/19/2025
TOYA, SHAYE M	SPED STUDENT SPECIFIC PARA/CHESTER CREEK, 31.25/38WKS, \$21.27/HR,	08/25/2025
WITTE, GLORIA J	HOURLY DISHWASHER/DISTRICT WIDE, UP TO 12 HRS/38WKS, \$14.00/HR	05/07/2025

<b><u>NON-CERT LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
BLACK, JENNA R	SCHOOL CUSTODIAN 1 - PIEDMONT ES	06/09/2025 06/15/2025
LARSON, CARI J	CHILD NUTRITION ASST - EAST HS	05/19/2025 06/06/2025
REUTER, ELIZA R	OSSS - ROCKRIDGE	05/08/2025 06/20/2025
ZAKRZEWSKI, HANNA N	OCCUP THERAPY ASST - DW	09/02/2025 11/25/2025

<b><u>NON-CERT RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BAKKEN, LAUREL L	SCHOOL CUSTODIAN II - DENFELD HS	05/14/2025
CHRISTENSEN, PAMELA N	CHILD NUTRITION ASST - LOWELL ES	06/05/2025
CORKERY, SEAMUS J	SUPERVISORY PARA - EAST HS	05/23/2025
GARNER, LAMOREA L	SPED BW PARA - MYERS-WILKINS ES	05/12/2025
HALVER, STEVEN G	ENGINEER II - LESTER PARK ES	06/02/2025
JENKINS, SONNY J	SPECIAL SERVICES SUPERVISOR - DW	06/13/2025
KIRBY, ANNIKA J	CHECK & CONNECT PARA - EAST HS	06/06/2025
LOVEJOY, TERRANCE E	SPED CHILD SPEC SETTING III/IV - EAST HS	06/06/2025
NELSON, JACK D	INSTRUCTIONAL PARA - MYERS-WILKINS ES	06/06/2025
SIMMONS, LEAH K	SPED CHILD SPEC SETTING III/IV - LINCOLN PARK MS	06/03/2025
WATTS, ISAIAH R	SPED CHILD SPEC SETTING III/IV - LINCOLN PARK MS	06/06/2025
WILCZEK, CHRISTOPHER D	TECH TUTOR PARA - EAST HS	06/06/2025

<b><u>NON-CERT RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
GAVITT, MARY K	CHECK & CONNECT PARA - ORDEAN-EAST MS	06/06/2025
REPENSKY, BARBARA A	CHILD NUTRITION ASST - PIEDMONT ES	06/06/2025
WICK, SUSAN C	CHILD NUTRITION ASST - PIEDMONT ES	06/06/2025

<b><u>NON-CERT TERMINATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
MACIEWSKI, JENNIFER M	CHILD NUTRITION ASST - LESTER PARK ES	05/13/2025

**POSITION DESCRIPTION**  
 UMN NXT GEN Teach Apprenticeship  
 Paraprofessional (Apprentice Teacher)

**SECTION I: GENERAL INFORMATION**

<b>Position Title:</b> UMN NXT GEN Teach Apprenticeship Paraprofessional (Apprentice Teacher)	<b>Department:</b> Special Services
<b>Immediate Supervisor's Position Title:</b> Director of Special Services	<b>FLSA Status</b> Non-Exempt
<b>Pay Grade Assignment:</b>	<b>Bargaining Unit:</b> Paraprofessional Unit
<p><b>General Summary of Purpose Of Job:</b>          As an Apprentice Teacher in District 709, you will directly support students under the guidance of a tenured Tier 3 "Journey Worker" teacher. This role involves simultaneously serving as a paid district paraprofessional and enrolling as a full-time University of Minnesota student, earning licensure in Academic and Behavioral Strategist (ABS) or Early Childhood Special Education (ECSE). Apprentices will learn directly from experienced educators while applying theory to practice, preparing them to make a significant impact in District 709 classrooms.</p> <p><b>Apprentice Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Commit to a two-year term, with a pay increase in year two.</li> <li>• Follow the Gradual Release of Responsibility model, progressively taking on more instructional responsibility.</li> <li>• Meet University expectations, including a minimum grade average of B- or better and consistent attendance in online sessions.</li> <li>• Adhere to District 709 employment expectations, maintaining a 90%+ work attendance rate.</li> <li>• Attend all required professional development and professional responsibilities (e.g., PLC meetings, conferences, staff meetings) with the Journey Worker.</li> <li>• Submit a strong personal statement demonstrating program alignment (clarity, passion, alignment with program goals).</li> <li>• Maintain a record of satisfactory past performance evaluations (if applicable).</li> <li>• Benefit from a dedicated support system, including mentorship from their Journey Worker Teacher, guidance from University of Minnesota faculty, and a supportive cohort of peers.</li> </ul>	

**SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:**

<b>Duty No.</b>	<b>Essential Duties: (Duties as assigned to all paraprofessionals and under the guidance of and in collaboration with a Journey Worker teacher)</b>
1.	Assist in the instruction of students by providing support and practical training across various subjects.
2.	Implement instructional plans and assist with curriculum adaptation/modification as directed.
3.	Provide small and whole group instruction to students, engaging them in learning activities.
4.	Support students' specific needs, which may include redirecting behaviors, assisting with physical movement, diapering/toileting, preparing/feeding, and supervising students during transitions or outings.
5.	Assist in creating a classroom environment conducive to learning, including organizing materials and assisting with classroom activities.
6.	Monitor and document educational progress of students, performing evaluations of needs and recording data pertinent to Individual Educational Plans (IEPs)

7. Prepare lesson plans using the UMN template for formal observations and lead teaching events, submitting them to the university supervisor and Journey Worker as required.
8. Maintain their own attendance, grades, and other required records for the program.
9. Maintain confidentiality regarding students and the educational setting at all times.
10. Promote a safe and productive learning environment by effectively communicating student needs with other staff.
11. Adhere to District 709 and University of Minnesota calendars and established daily schedules, arriving on time and prepared.
12. Build and maintain positive relationships with cohort members, Journey Workers, instructors, and UMN staff.
13. Ensure all conversations about students and classes are objective, confidential, and for job-related purposes.
14. Respond to emails and phone calls within 24-48 hours from program staff, Journey Workers, and parents.
15. Adhere to all District 709 policies.
16. Completion of any required training necessary for the position.
17. Other duties as assigned.

### SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

#### **EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:**

	<b>High school diploma or GED.</b>
X	<b>Degree Required:</b> AA, AS, or AAS degree (or higher) with a 2.7 GPA or acceptance into the UMN NXT GEN Teach Apprenticeship program.
	<b>Required Work Experience in Addition to Formal Education/Training:</b>
	<b>Required Supervisory Experience:</b>

#### **PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:**

- Prior education assistant/paraprofessional or teaching experience.
- Experience working with individuals with disabilities.
- Experience and/or training in behavior management.

#### **LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:**

None required.

#### **ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK**

- Strong communication and interpersonal skills.
  - Ability to maintain confidentiality.
- Demonstrated ability to:
- learn the modern methods, principles and practices of education.
  - learn the content, methods and materials appropriate to the level and area of instruction
  - learn the theories and principles of child growth and development.
  - learn to plan and prepare lessons.
  - learn to select and organize curriculum content and apply appropriate instructional methods.
  - learn to develop materials for use in instructional programs.
  - learn to use and apply audio-visual methods and materials to classroom situations.
  - establish and maintain effective working relationships.

**RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:**

N/A

**PHYSICAL REQUIREMENTS:** Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit			√	
Use hands dexterously (use fingers to handle, feel)			√	
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
<b>Lift &amp; Carry:</b>				
Up to 10 lbs.		√		
Up to 25 lbs.		√		
Up to 50 lbs.		√		
Up to 100 lbs.	√			
More than 100 lbs.	√			
<b>Vision Requirements:</b>	<b>Yes</b>	<b>No</b>		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

**General Environmental Conditions:**

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

**General Physical Conditions:**

**Work can be generally characterized as:**

**Light Work:** Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.

**SECTION IV: CLASSIFICATION HISTORY AND APPROVAL**

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

\_\_\_\_\_  
**Signature – Human Resources**

\_\_\_\_\_  
**Date**

**Job Classification History:**

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

## POSITION DESCRIPTION

### Executive Assistant - Payroll

#### SECTION I: GENERAL INFORMATION

<b>Position Title:</b> Executive Assistant - Payroll	<b>Department:</b> Human Resources
<b>Immediate Supervisor's Position Title:</b> Payroll/HRIS Supervisor	<b>FLSA Status</b> Non-Exempt
<b>Pay Grade Assignment:</b>	<b>Bargaining Unit:</b> Clerical Unit
<p><b>General Summary of Purpose Of Job:</b>            Under administrative direction, the Executive Assistant - Payroll provides crucial, high-level administrative support while directly managing the accurate and timely execution of the district's comprehensive payroll operations. This role involves the meticulous processing of bi-weekly payrolls, detailed financial data management, reconciliation of information, and the completion of essential tax filings and liability payments. As a trusted point of contact, the Executive Assistant - Payroll supports employee inquiries, maintains absolute confidentiality, and ensures strict adherence to all financial regulations, demanding exceptional precision, strong independent problem-solving skills, and the ability to thrive under pressure with critical deadlines.</p>	

#### SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Process the bi-weekly payroll cycle, including tracking and reviewing electronic timesheets, and sending reminders for unsubmitted or incorrect entries.
2.	Prepare semi-monthly payrolls by validating data, identifying discrepancies, and making necessary corrections and adjustments for precise employee compensation.
3.	Research and respond to payroll-related inquiries from District staff concerning pay, deductions, benefits, time off, and tax implications.
4.	Handle all confidential payroll and employee data with discretion, adhering strictly to privacy regulations and District policy.
5.	Apply federal, state, and local tax regulations and retirement system implications to District benefits, employee deductions, and various compensation types to ensure accurate withholding and reporting.
6.	Complete employment verifications by accurately responding to external inquiries via phone and written requests, and maintaining detailed records.
7.	Maintain and update employee time off allocations (e.g., sick, vacation, personal leave) within the payroll system, reconciling balances for correct accruals and usage, and entering leave without pay (LWOP) transactions.
8.	Maintain the payroll database and employee records through ongoing data validation, auditing, and timely entry of all employee changes (e.g., W-4s, bank/direct deposit, new employee files, PERA/TRA exclusion lists).
9.	Run reports and initiate payments for all payroll-related liabilities, including Federal and State taxes, PERA, TRA, HRA, FLEX, 403(b)/TSA, Severances, Union Dues, Child Support, Levies, and other garnishments.
10.	Process all types of compensation inputs, including paper invoices for W-2 employees, and preparing/uploading lists for curriculum, overloads, and co-curricular stipends.

11.	Perform thorough payroll reconciliations, including Frontline/Skyward time off comparisons, and update 941 tax information on reconciliation spreadsheets.
12.	Manage extra payroll runs as needed for missed paychecks, retro pay after new contracts are finalized, and summer contract payoffs, including handling returned payments and processing Void and Reissue payrolls.
13.	Prepare and submit all required quarterly and annual tax and wage reports (e.g., Federal 941, MN Unemployment, MN State Tax Withholding), including preparing, mailing, and submitting annual W-2s to relevant agencies.
14.	Complete the Annual Employment Census and update tax-exempt employee status annually.
15	Provide backup support for other positions within the Payroll Department and perform other related duties as assigned

### SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

<b>EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:</b>	
X	<b>High school diploma or GED.</b>
	<b>Degree Required:</b>
X	<b>Required Work Experience in Addition to Formal Education/Training:</b> Minimum five (5) years of progressively responsible experience in payroll processing, financial data management, or a closely related business support role is preferred, OR a combination of education and experience totaling (6) years.
	<b>Required Supervisory Experience:</b>

<b>PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:</b>	
	<ul style="list-style-type: none"> <li>• Minimum two (2) year college degree preferred. Related coursework preferred.</li> <li>• Experience in coordinating projects, logistics, and training events.</li> <li>• Experience in school district setting preferred.</li> </ul>

<b>LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:</b>	
	None required.

<b>ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK</b>	
	<p>Knowledge</p> <ul style="list-style-type: none"> <li>• Working knowledge of union contracts and their direct impact on payroll processing, including wages, benefits, and deductions</li> <li>• Good understanding of District policies, regulations, procedures, and processes relevant to payroll operations.</li> <li>• Working knowledge of applicable federal, state, and local tax regulations (e.g., W-2, Federal 941), retirement implications, and other payroll-related compliance requirements (e.g., garnishments, child support, levies).</li> <li>• Familiarity with District budgeting, payroll processing, bookkeeping, and basic accounting principles.</li> <li>• Competency in modern office methods, practices, and procedures, including personal computer operations and various software applications.</li> <li>• Good grasp of customer service principles and best practices in a financial support context.</li> </ul> <p>Skills</p> <ul style="list-style-type: none"> <li>• Strong attention to detail and accuracy in data entry, calculations, reporting, and reconciliation tasks.</li> <li>• Ability to identify and resolve routine payroll discrepancies and issues.</li> </ul>

- Good verbal and written communication skills, with the ability to clearly convey payroll information to District staff.
- Skilled in organizing and prioritizing a workload, managing multiple tasks, and meeting deadlines.
- Proficient with computerized payroll and HR/financial software systems (e.g., Skyward, Frontline, or similar platforms) for data entry and basic reporting.
- Proficient data entry skills, including 10-key and keyboarding.
- Competent mathematical skills
- Proficient in utilizing standard software applications (e.g., Microsoft Excel, Word) for document creation, data management, and reporting.

**Abilities**

- Perform calculations (add, subtract, multiply, divide, percentages) accurately.
- Work with minimal supervision and manage a consistent, time-sensitive workload.
- Communicate clearly and concisely.
- Identify and assist in resolving routine issues.
- Maintain a high level of accuracy and attention to detail.
- Learn and adapt to new technologies and processes.
- Uphold strict confidentiality and exercise discretion with sensitive information.
- Apply common sense understanding to carry out instructions furnished in written or oral form.
- Deal with routine problems in standardized situations.
- Develop and maintain effective working relationships.

**PHYSICAL REQUIREMENTS:** Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
<b>Lift &amp; Carry:</b>				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
<b>Vision Requirements:</b>	<b>Yes</b>	<b>No</b>		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

**General Environmental Conditions:**

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

**General Physical Conditions:**

**Work can be generally characterized as:**

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

**RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:**

N/A

**SECTION IV: CLASSIFICATION HISTORY AND APPROVAL**

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

\_\_\_\_\_  
**Signature – Human Resources**

\_\_\_\_\_  
**Date**

**Job Classification History:**

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

## POSITION DESCRIPTION

District Support Center

### SECTION I: GENERAL INFORMATION

<b>Position Title:</b> District Support Center	<b>Department:</b> Human Resources
<b>Immediate Supervisor's Position Title:</b> Executive Director, Human Resources and Operations	<b>FLSA Status</b> Non-Exempt
<b>Pay Grade Assignment:</b>	<b>Bargaining Unit:</b> Clerical Unit
<b>General Summary of Purpose Of Job:</b> Under general supervision, the District Support Center (DSC) Clerical serves as a vital central hub for district-wide administrative and communication operations. This role is responsible for managing critical mail and shipping services, acting as the primary district operator, and providing essential front desk support to staff, students, and the public. The DSC Clerical also plays a key role in managing student information systems, supporting online registration, and providing diverse clerical assistance across various departments, contributing significantly to the smooth and efficient functioning of the entire district.	

### SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages comprehensive district-wide mailroom operations, including processing all incoming and outgoing mail (USPS, UPS, FedEx, Speedy), overseeing mail machine maintenance, and assisting with mail budget reports.
2.	Serves as the primary district operator and centralized communication hub, handling all incoming phone calls, monitoring the emergency line, and triaging/responding to the general district information email inbox.
3.	Operates and monitors the front door security system, coordinating building access for visitors and collaborating with the building engineer on access scheduling.
4.	Provides essential front desk and visitor services, greeting and directing guests, managing DSC meeting room bookings, and ensuring calendars are updated for staff assignments.
5.	Administers critical student information system data within platforms like I/C, Parent Square, and Adelle, processing census changes, student address updates, relationship changes, and guardian contact information.
6.	Manages Parent Portal requests and Online Registration processes, providing direct support to parents and ensuring accurate data entry for student enrollment.
7.	Enters and maintains accurate student transportation information within designated district systems.
8.	Provides dedicated administrative support to the Enrollment Center, including attending meetings, assisting with individual enrollment cases, and supporting open house events.
9.	Assists with budget code transfers and other related financial administrative tasks as assigned.
10.	Delivers general administrative and clerical support to various district sites and departments, which may include data entry, preparing materials, assisting with Boardbook updates, and processing building work orders.
11.	Supports district marketing and community outreach efforts, assisting with communications directed at community members and parents.

12.	Manages recurring daily tasks and efficiently handles increased workload volumes during peak periods, such as the beginning of the school year.
13.	Performs other related duties as assigned, contributing to the overall efficiency and effectiveness of the District Support Center and various departments.

### SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

<b>EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:</b>	
X	<b>High school diploma or GED.</b>
	<b>Degree Required:</b>
X	<b>Required Work Experience in Addition to Formal Education/Training:</b> Minimum three (3) years of administrative support, customer service, or office clerical experience in a busy, multi-faceted environment, preferably within an educational setting, OR a combination of education and experience totaling (4) years.
	<b>Required Supervisory Experience:</b>

<b>PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:</b>	
None required.	

<b>LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:</b>	
None required.	

<b>ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK</b>	
<p>Knowledge</p> <ul style="list-style-type: none"> <li>Principles and practices of general office administration, reception, and record-keeping.</li> <li>Customer service standards and effective communication techniques.</li> <li>Operation of multi-line phone systems and office equipment (e.g., mail machines, copiers).</li> <li>Basic understanding of budgeting and financial coding.</li> <li>Data entry procedures and information management systems.</li> <li>General knowledge of district operations and departmental functions.</li> </ul> <p>Skills</p> <ul style="list-style-type: none"> <li>Exceptional verbal and written communication skills for diverse interactions (phone, email, in-person).</li> <li>Strong organizational and multitasking abilities to manage varied responsibilities and prioritize effectively.</li> <li>Proficiency in Microsoft Office Suite (Word, Excel, Outlook) and willingness to learn new district-specific software rapidly.</li> <li>Accurate data entry and attention to detail for maintaining precise records.</li> <li>Problem-solving skills to independently resolve inquiries and administrative challenges.</li> <li>Interpersonal skills to build positive relationships with staff, students, parents, and vendors.</li> <li>Ability to remain calm and effective in fast-paced or emergency situations.</li> </ul> <p>Abilities</p> <ul style="list-style-type: none"> <li>Work independently with minimal supervision and as part of a collaborative team.</li> <li>Handle a high volume of phone calls and in-person inquiries efficiently and courteously.</li> <li>Maintain confidentiality of sensitive student, staff, and district information.</li> </ul>	

- Adapt quickly to changing priorities and unexpected demands.
- Learn and competently operate new technology systems relevant to the role.
- Provide clear and helpful information to a diverse range of stakeholders.
- Demonstrate initiative in identifying and addressing administrative needs.

**PHYSICAL REQUIREMENTS:** Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
<b>Lift &amp; Carry:</b>				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
<b>Vision Requirements:</b>	<b>Yes</b>	<b>No</b>		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

**General Environmental Conditions:**

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

**General Physical Conditions:**

**Work can be generally characterized as:**

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

**RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:**

N/A

**SECTION IV: CLASSIFICATION HISTORY AND APPROVAL**

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

\_\_\_\_\_  
**Signature – Human Resources**

\_\_\_\_\_  
**Date**

**Job Classification History:**

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

**POSITION DESCRIPTION**  
Executive Administrative Specialist -  
Special Services

**SECTION I: GENERAL INFORMATION**

<b>Position Title:</b> Executive Administrative Specialist - Special Services	<b>Department:</b> Special Services
<b>Immediate Supervisor's Position Title:</b> Director of Special Services	<b>FLSA Status</b> Non-Exempt
<b>Pay Grade Assignment:</b>	<b>Bargaining Unit:</b> Clerical Unit
<p><b>General Summary of Purpose Of Job:</b> Under administrative direction, individuals holding the title of Executive Administrative Specialist for Special Services are critical cornerstones pivotal to the efficiency and effectiveness of the entire Special Services Department. These highly strategic, proactive, and exceptionally proficient professionals collectively navigate and orchestrate an extensive, multi-faceted portfolio of responsibilities. Each specialist is assigned specific areas within this comprehensive scope, which collectively encompasses advanced-level administrative and operational leadership, meticulous management of complex financial lifecycles including Third Party Billing, expert administration of critical specialized information and technology systems, such as SPED Forms, and ensuring rigorous adherence to federal and state regulatory compliance. This team is instrumental in driving departmental continuity, coordinating diverse special service programs, and facilitating seamless internal and external communications. Success in these roles requires deep institutional knowledge of school district operations, superior problem-solving acumen, an unwavering commitment to confidentiality, and a proven capacity to lead and manage complex projects and processes for a large and dynamic department serving diverse student needs.</p>	

**SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:**

<b>Duty No.</b>	<b>Essential Duties: (Duties as assigned to all paraprofessionals and under the guidance of and in collaboration with a Journey Worker teacher)</b>
1.	Provide comprehensive, high-level administrative support to the Director(s), Assistant Director, and Supervisors of Special Services, serving as a primary point of contact for the entire department, managing communications (email, phone), complex correspondence, reports, and scheduling.
2.	Lead the full recruitment support cycle for Special Services positions, including setting up interview schedules for certified and non-certified personnel, candidate outreach, preparing interview packets, and coordinating with HR and interview teams.
3.	Oversee all departmental purchasing and financial administration, from obtaining vendor quotes, managing budget codes, and processing requisitions, invoices, and reimbursements in Skyward, to managing Third Party Billing cycles (including rate establishment, denial resolution, revenue maximization, and audit contact), mileage, and ensuring correct funding (e.g., MARRS numbers, Time and Effort reporting).
4.	Coordinate and facilitate all departmental contracts with external vendors, ensuring proper documentation, compliance, and approvals in collaboration with relevant district personnel and board members.
5.	Administer and maintain extensive student and staff data across various intricate systems (e.g., SPED Forms, Infinite Campus/I/C), managing record requests, staff database updates, daily enrollment accuracy, and overseeing confidential filing systems.

6.	Manage the complete lifecycle of student referrals and evaluations, including processing CST logs, Help Me Grow, EOIM referrals (with timely parent contact), tracking students through evaluation processes, and ensuring all due process paperwork, IEPs, and physical/digital files are accurate and compliant.
7.	Coordinate all aspects of Special Services student transportation, collaborating closely with caseworkers, clerical staff, and transportation providers for all student groups (e.g., ECSE, FIT).
8.	Ensure departmental compliance with all relevant state and federal special education rules, regulations, policies, and procedures, including assisting with MDE compliance reviews and conducting annual Physical Hold reporting.
9.	Develop, coordinate, and deliver mandatory training sessions for staff on MA billing, SPED Forms database requirements, and other relevant Special Services procedures, creating and presenting additional specialized training as needed.
10.	Manage and lead complex special projects, including researching, compiling, and analyzing diverse data sources, building and managing Google Forms, and preparing sophisticated financial, statistical, and narrative reports to support decision-making.
11.	Oversee the Special Services equipment database, including technology placement throughout the district and managing detailed inventory of federally funded equipment.
12.	Manage and update all internal communication platforms (Special Services website, Google Groups), including new hire updates, form changes, and content for the Parent Advisory Council Special Education (PACSE).
13.	Provide advanced administrative support for various special education programs, such as the T12 Bridge Program (enrollments, scheduling), and oversee the development and ordering of the SPED New Teacher Handbook.
14.	Serve as a key liaison with other district units and external entities outside the district, independently resolving complaints and questions within established guidelines, and facilitating referrals, meetings, and conferences.
15.	May provide work direction, oversight, and training to other clerical or support staff within the Special Services department.
16.	Actively participate in scheduled staff meetings, in-service trainings, required conferences, and specific operational meetings (e.g., weekly check-ins, CST/ECS meetings), providing agenda and minutes support as necessary.
17.	Perform additional related work in Special Services as required to support departmental needs.

### SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

<b>EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:</b>	
X	<b>High school diploma or GED.</b>
	<b>Degree Required:</b>
X	<b>Required Work Experience in Addition to Formal Education/Training:</b> Minimum five (5) years of progressively responsible experience in advanced administrative support, preferably within a special education or healthcare setting, with experience in managing complex processes OR a combination of education and experience totaling (6) years.
	<b>Required Supervisory Experience:</b>

<b>PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:</b>	
	<ul style="list-style-type: none"> <li>• Minimum two (2) year college degree preferred. Related coursework preferred.</li> <li>• Experience in coordinating projects, logistics, and training events.</li> <li>• Experience in school district setting preferred.</li> </ul>

**LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:**

None required.

**ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK**

## Knowledge

- Strong understanding of District policies, regulations, procedures, and processes.
- Thorough understanding of applicable state and federal rules, regulations, policies, and procedures, especially those related to special education (IDEA, Minnesota Department of Education) and Third-Party Billing.
- Expert-level knowledge of specialized educational software/platforms, including student information systems (e.g., Infinite Campus/I/C), Special Education data management systems (e.g., SPED Forms), and billing/reimbursement systems (e.g., MA billing processes).
- Knowledge of District budgeting, payroll processing, bookkeeping, and basic accounting principles.
- Proficiency in modern office methods, practices, and procedures, including advanced to expert-level personal computer operations and various software applications.
- Solid grasp of customer service principles and best practices.

## Skills

- Exceptional proficiency in office software and systems: Advanced skills in Google Suite (Docs, Sheets, Forms, Drive, Calendar, Groups) and Microsoft Office Suite (Word, Excel, PowerPoint, Outlook).
- Highly skilled in planning, organizing, and prioritizing work effectively, managing multiple tasks independently, meeting deadlines, and adapting to changing priorities.
- Adept at analyzing and resolving complex problems, researching information, identifying discrepancies, and resolving administrative or procedural issues efficiently, even under pressure, while maintaining accuracy.
- Excellent verbal and written communication skills: Outstanding ability to interact effectively and professionally with diverse stakeholders (parents, staff, external agencies, leadership).
- Demonstrated experience managing high-volume data, complex filing systems, and sensitive confidential information.
- Proven experience in purchasing, budget tracking, and financial reconciliation processes.
- Proficient in utilizing advanced software applications for document creation, data management, and reporting.
- Capable of providing work direction, guidance, and training to others.
- Experience in coordinating projects, logistics, and training events.

## Abilities

- Work independently and manage a diverse, high-volume workload effectively.
- Communicate complex information clearly and concisely.
- Troubleshoot and resolve issues efficiently.
- Maintain a high level of accuracy and attention to detail under pressure.
- Learn and adapt to new technologies and processes quickly.
- Uphold the highest standards of confidentiality: Handle highly sensitive and confidential information with utmost discretion and integrity (e.g., student records, personnel data).
- Demonstrate a high degree of initiative and proactive work ethic: Anticipate needs, implement improvements, and take ownership of projects and processes without constant direct supervision.

**PHYSICAL REQUIREMENTS:** Indicate according to the requirements of the essential duties/responsibilities

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

Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
<b>Lift &amp; Carry:</b>				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
<b>Vision Requirements:</b>	<b>Yes</b>	<b>No</b>		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

**General Environmental Conditions:**

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

**General Physical Conditions:**

**Work can be generally characterized as:**

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

**RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:**

N/A

**SECTION IV: CLASSIFICATION HISTORY AND APPROVAL**

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

\_\_\_\_\_  
Signature – Human Resources

\_\_\_\_\_  
Date

**Job Classification History:**

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

**POSITION DESCRIPTION**  
 Enrollment and Student Data Specialist

**SECTION I: GENERAL INFORMATION**

<b>Position Title:</b> Enrollment and Student Data Specialist	<b>Department:</b> Business Services
<b>Immediate Supervisor's Position Title:</b> Executive Director of Business Services	<b>FLSA Status</b> Non-Exempt
<b>Pay Grade Assignment:</b>	<b>Bargaining Unit:</b> Clerical Unit
<p><b>General Summary of Purpose Of Job:</b></p> <p>Under administrative direction, the Enrollment &amp; Student Data Specialist plays a pivotal and highly specialized role, serving as the primary lead for district-wide student enrollment processes. This position is responsible for overseeing comprehensive student registration, managing complex open enrollment and transfer requests, and ensuring the meticulous accuracy and integrity of student data within the district's information systems. The Specialist ensures strict compliance with local, state, and federal regulations, serves as a key communication liaison with families and staff, and provides essential data management and system support to maintain reliable and equitable student placement.</p>	

**SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:**

<b>Duty No.</b>	<b>Essential Duties: (These duties are a representative sample; position assignments may vary.)</b>
1.	Oversees student registration and enrollment, processing new and returning students, and ensuring collection and verification of required documentation (e.g., birth certificates, immunizations).
2.	Serves as the primary point of contact for families, providing comprehensive information on enrollment processes, school programs, and district policies, while fostering equitable access.
3.	Manages student data within the district's Student Information System (SIS), ensuring accurate entry, ongoing updates, and integrity of all student records, including transportation information.
4.	Facilitates appropriate student placement in schools or programs, considering factors such as grade level, special needs, language proficiency, and attendance boundaries.
5.	Processes and manages all student transfers between district schools and handles open enrollment requests in coordination with relevant administration.
6.	Ensures strict compliance with local, state, and federal regulations for enrollment procedures and student data, including interpreting and implementing legal documentation.
7.	Supports critical compliance reporting, preparing CRDC Reports, assisting the MARSS Coordinator with data extraction and error correction, and preparing for audits related to student data.
8.	Collaborate with FIT Coordinators to ensure timely determination of McKinney Vento.
9.	Develops and delivers comprehensive training programs for district clerical staff on enrollment procedures, SIS data entry, and compliance reporting.
10.	Creates and updates training documentation and resources, conducting regular sessions for new policies and system updates to ensure staff understanding.
11.	Participates in enrollment events (e.g., fairs, information sessions) to support and recruit new and returning families.

12.	Coordinates closely with school administrators, counselors, and clerical staff to ensure smooth student transitions and timely resolution of enrollment issues.
13.	Provides advanced problem solving and clerical support, utilizing advanced software skills to prepare complex correspondence, reports, tables, forms, and statistical information, and assisting with project coordination and issue resolution.
14.	Manages communications with parents and staff regarding transportation issues, addressing and resolving concerns.
15.	Performs other related duties as assigned, contributing to the overall efficiency of district enrollment and student data management.

### SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

<b>EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:</b>	
X	<b>High school diploma or GED.</b>
	<b>Degree Required:</b>
X	<b>Required Work Experience in Addition to Formal Education/Training:</b> Minimum five (5) years of progressively responsible administrative support experience in a complex, data-intensive environment, preferably within a K-12 school district or large organization., OR a combination of education and experience totaling (6) years.
	<b>Required Supervisory Experience:</b>

<b>PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:</b>	
	<ul style="list-style-type: none"> <li>• Associate's or Bachelor's degree in Business Administration, Data Management, Education, or a related field.</li> <li>• Direct experience with student enrollment management, state reporting (e.g., MARSS, CRDC), or student information system (SIS) administration in a K-12 school district.</li> </ul>

<b>LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:</b>	
	None required.

<b>ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK</b>	
<p><b>Knowledge</b></p> <ul style="list-style-type: none"> <li>• Extensive knowledge of district policies, regulations, procedures, and processes.</li> <li>• Comprehensive understanding of applicable state and federal rules, regulations, and policies related to student data and reporting (e.g., MARSS, CRDC).</li> <li>• In-depth knowledge of district organizational structure, departmental functions, and student data needs.</li> <li>• Expert knowledge of student information systems (SIS), particularly Infinite Campus and other specialized/custom applications relevant to the district.</li> <li>• Expertise in the administration and use of Infinite Campus.</li> <li>• Strong understanding of customer service principles and practices.</li> <li>• Knowledge of district budgeting and payroll systems.</li> <li>• Advanced to expert level personal computer operations and software applications.</li> </ul> <p><b>Skills</b></p> <ul style="list-style-type: none"> <li>• Superior planning, organizing, and work prioritization skills, with the ability to work independently.</li> <li>• Exceptional ability to meet predetermined deadlines while demonstrating flexibility with workload and priority</li> </ul>	

shifts.

- Strong communication skills, both orally and in writing, for diverse audiences.
- Expertise in interpreting, explaining, and applying written and oral instructions, procedures, and regulations.
- Advanced problem-solving skills for unique and/or complex issues.
- Excellent public relations skills, dealing tactfully and diplomatically with staff, students, and the public.
- Ability to gain cooperation and conformance without direct authority.
- Proven ability to maintain confidentiality with highly sensitive information, issues, and situations.

**Abilities**

- Work independently under administrative direction, exercising a high degree of initiative and judgment.
- Lead and direct the work of other support staff where applicable.
- Manage highly sensitive confidential information with discretion and integrity.
- Analyze complex data from various sources to identify errors and propose solutions.
- Deliver clear, effective, and engaging training programs to diverse staff audiences.
- Adapt quickly to changes in regulations, systems, and district needs.
- Collaborate effectively with multiple departments and stakeholders to achieve district goals.
- Resolve complex work problems and processes with creativity and tactical awareness.

**PHYSICAL REQUIREMENTS:** Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
<b>Lift &amp; Carry:</b>				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
<b>Vision Requirements:</b>	<b>Yes</b>	<b>No</b>		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

**General Environmental Conditions:**

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

**General Physical Conditions:**

**Work can be generally characterized as:**

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

**RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:**

N/A

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

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**Signature – Human Resources**

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**Date**

**Job Classification History:**

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

**POSITION DESCRIPTION**

Transportation Clerical

**SECTION I: GENERAL INFORMATION**

<b>Position Title:</b> Transportation Clerical	<b>Department:</b> Transportation
<b>Immediate Supervisor's Position Title:</b> Transportation Manager	<b>FLSA Status</b> Non-Exempt
<b>Pay Grade Assignment:</b>	<b>Bargaining Unit:</b> Clerical Unit
<p><b>General Summary of Purpose Of Job:</b></p> <p>Under general supervision, the Transportation Clerical provides comprehensive administrative support to the district's Transportation Department, facilitating the safe and efficient movement of students. This role involves managing daily communications with transportation staff, parents, and schools, handling inquiries, and assisting with dispatch. This position includes maintaining accurate student and vehicle data, processing procurement requests, and ensuring records comply with state and federal transportation regulations. The Clerical contributes to the smooth operation of transportation services and assists staff in maintaining efficient and reliable student movement.</p>	

**SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:**

<b>Duty No.</b>	<b>Essential Duties: (These duties are a representative sample; position assignments may vary.)</b>
1.	Manages primary communication for the Transportation Department, including answering high-volume phone calls, providing emergency dispatch support, and disseminating critical information to school staff and via Parent Square for delays, cancellations or schedule changes.
2.	Operates and maintains real-time radio communication with bus drivers and supervisors, providing directions, updates, and addressing immediate operational needs.
3.	Administers financial and procurement processes for the department, including receiving and processing bills, creating purchase orders, managing gas cards by vehicle, and processing household reimbursements for private school transportation.
4.	Maintains comprehensive driver and vehicle records, including medical cards, driver's licenses, and MVRs, ensuring all records are current and compliant on a monthly basis.
5.	Manages and updates various transportation-related data systems and spreadsheets, including student mileage for state reporting (FIT), vehicle mileage, driver compensation trip sheets, and preparing gasoline reports.
6.	Supports new transportation employee onboarding, providing training on essential systems.
7.	Compiles information from route surveys.
8.	Facilitates district field trips and athletic transportation, coordinating logistics, preparing necessary paperwork, and distributing vehicle keys to coaches.
9.	Ensures compliance with training mandates by verifying completion of online training and specialized state training for bus drivers and bus helpers.
10.	Serves as a primary point of contact for parents and schools regarding bus routes, assignments, and arrival/departure times, resolving inquiries and coordinating communications.
11.	Prepares and updates annual state transportation reports for various eligible riders (pre-kindergarten, kindergarten, regular education, special education).
13.	Provides direct support to drivers by presenting forms and assisting with setting up bus information.

14.	Performs general administrative duties such as processing and filing all transportation correspondence, maintaining records of employee absences, and typing reports.
15.	Performs other related duties as assigned, contributing to the efficient operation of the Transportation Department.

**SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS**

<b>EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:</b>	
X	<b>High school diploma or GED.</b>
	<b>Degree Required:</b>
X	<b>Required Work Experience in Addition to Formal Education/Training:</b> Minimum three (3) years of progressively responsible administrative, operations, or office management experience, preferably in a transportation, logistics, or school district setting, demonstrating a strong understanding of complex operational environments, OR a combination of education and experience totaling (4) years.
	<b>Required Supervisory Experience:</b>

<b>PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:</b>	
None required.	

<b>LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:</b>	
None required.	

<b>ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK</b>	
<p>Knowledge</p> <ul style="list-style-type: none"> <li>• Comprehensive knowledge of district transportation operations, dispatch procedures, and relevant state/federal transportation regulations.</li> <li>• Understanding of financial administrative processes (e.g., procurement, budgeting, invoicing, expense tracking, payroll coordination).</li> <li>• Proficiency in software systems and various communication platforms.</li> <li>• Meticulous record-keeping and data management principles for compliance, auditing, and reporting.</li> <li>• Expertise in utilizing spreadsheet software for complex data analysis, tracking, and reporting.</li> <li>• Principles of emergency response and safety protocols related to student transportation.</li> </ul> <p>Skills</p> <ul style="list-style-type: none"> <li>• Exceptional verbal and written communication for critical dispatch and stakeholder interactions.</li> <li>• Superior organizational and project management for diverse, high-volume tasks.</li> <li>• Advanced analytical and problem-solving for complex operational and financial issues.</li> <li>• Highly adept at multitasking and prioritizing in fast-paced, high-pressure environments.</li> <li>• Meticulous attention to detail and accuracy in all administrative tasks.</li> <li>• Strong interpersonal and conflict resolution for sensitive communications.</li> <li>• Proficiency in reading and interpreting maps for route guidance.</li> </ul> <p>Abilities</p> <ul style="list-style-type: none"> <li>• Work independently with minimal supervision, demonstrating initiative and sound judgment.</li> <li>• Adapt quickly to changing demands, emergencies, and regulatory updates.</li> </ul>	

- Communicate complex logistical and sensitive information clearly.
- Leverage multiple software systems simultaneously to optimize workflows.
- Maintain absolute confidentiality of sensitive information.
- Provide effective training and guidance to staff on transportation systems.
- Contribute to continuous improvement of departmental operations.

**PHYSICAL REQUIREMENTS:** Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
<b>Lift &amp; Carry:</b> Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
<b>Vision Requirements:</b>	<b>Yes</b>	<b>No</b>		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

**General Environmental Conditions:**

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

**General Physical Conditions:**

**Work can be generally characterized as:**

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

**RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:**

N/A

**SECTION IV: CLASSIFICATION HISTORY AND APPROVAL**

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

\_\_\_\_\_  
Signature – Human Resources

\_\_\_\_\_  
Date

**Job Classification History:**

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

# Duluth Public Schools

## HR/BS Services Committee Monthly Fund Balance Report JUNE 9, 2025 Committee Meeting

### BUDGET SUMMARY

6/5/2025

Percent spent

REVENUES	24-25		24-25		24-25		24-25		24-25	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED			BUDGET BALANCE
	FUND	Jul-24	JULY 24-25	July - June	July - June	July - June				
General	01	\$ 121,223,653.72	\$ 126,312,314.49	\$ 100,330,941.21	\$ 1,668.23	\$ 25,983,041.51	79%			
Food Service	02	\$ 6,000,000.00	\$ 6,000,000.00	\$ 4,483,435.65	\$ -	\$ 1,516,564.35	75%			
Transportation	03	\$ 6,332,190.85	\$ 6,332,190.85	\$ 3,395,286.84	\$ -	\$ 2,936,904.01	54%			
Community Ed	04	\$ 8,577,600.00	\$ 8,673,768.02	\$ 5,740,402.80	\$ -	\$ 2,933,365.22	66%			
Operating Capital	05	\$ 2,772,175.43	\$ 2,772,175.43	\$ 1,147,490.91	\$ -	\$ 1,624,684.52	41%			
Building Construction	06	\$ -	\$ -	\$ -	\$ -	\$ -				
Debt Service Fund	07	\$ 28,067,285.00	\$ 28,067,285.00	\$ 2,327,151.05	\$ -	\$ 25,740,133.95	8%			
Trust Fund	08	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00	0%			
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 1,091,690.05	\$ -	\$ (141,690.05)	115%			
Student Activity	79	\$ 276,264.00	\$ 276,264.00	\$ 413,393.91	\$ -	\$ (137,129.91)	150%			
<b>REVENUES</b>	<b>TOTALS:</b>	<b>\$ 174,475,269.00</b>	<b>\$ 179,660,097.79</b>	<b>\$ 118,929,792.42</b>	<b>\$ 1,668.23</b>	<b>\$ 60,731,973.60</b>	<b>66%</b>			

EXPENSES	24-25		24-25		24-25		24-25		24-25	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED			BUDGET BALANCE
	FUND	Jul-24	JULY 24-25	July - June	July - June	July - June				
General	01	\$ 122,071,417.00	\$ 123,504,596.84	\$ 115,223,333.09	\$ 1,699,354.09	\$ 6,581,909.66	95%			
Food Service	02	\$ 6,055,998.00	\$ 6,055,998.00	\$ 5,001,853.80	\$ 474,946.86	\$ 579,197.34	90%			
Transportation	03	\$ 6,783,799.00	\$ 6,783,799.00	\$ 8,868,818.00	\$ 145,808.01	\$ (2,230,827.01)	133%			
Community Ed	04	\$ 7,817,759.00	\$ 7,943,065.43	\$ 6,913,699.44	\$ 11,255.09	\$ 1,018,110.90	87%			
Operating Capital	05	\$ 6,720,958.43	\$ 6,908,621.43	\$ 7,461,476.39	\$ 509,339.92	\$ (1,062,194.88)	115%			
Building Construction	06	\$ 993,431.57	\$ 993,431.57	\$ 1,229,017.51	\$ 624,979.40	\$ (860,565.34)	187%			
Debt Service Fund	07	\$ 27,393,530.00	\$ 27,393,530.00	\$ 27,396,433.10	\$ -	\$ (2,903.10)	100%			
Trust Fund	08	\$ 263,733.00	\$ 263,733.00	\$ -	\$ -	\$ 263,733.00	0%			
Dental Insurance Fund	20	\$ 929,564.00	\$ 929,564.00	\$ 1,254,577.93	\$ -	\$ (325,013.93)	135%			
Student Activity	79	\$ 379,993.00	\$ 379,993.00	\$ 325,436.13	\$ 32,959.96	\$ 21,596.91	94%			
<b>EXPENSES</b>	<b>TOTALS</b>	<b>\$ 179,410,183.00</b>	<b>\$ 181,156,332.27</b>	<b>\$ 173,674,645.39</b>	<b>\$ 3,498,643.33</b>	<b>\$ 3,983,043.55</b>	<b>98%</b>			

Extra Curricular Fund 01 Prog 298  
 Revenue \$ 456,805.95  
 Expense \$ 599,025.93



PUBLIC TRANSIT PASS PROGRAM  
MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
DULUTH TRANSIT AUTHORITY

**AND**  
INDEPENDENT SCHOOL DISTRICT NO. 709, DULUTH PUBLIC SCHOOLS

This Agreement (“Agreement”) is made by and between the Duluth Transit Authority (hereinafter referred to as ‘DTA’) and Independent School District No. 709, Duluth Public Schools (hereinafter referred to as ‘District’) and, individually a “party”, and collectively “parties”.

WHEREAS, pursuant to Minnesota Statutes section 471.59, the DTA and the District wish to formalize terms and conditions of the provision of a Public Transit Pass Partnership to the District; and

WHEREAS, the DTA is the public transportation provider in the City of Duluth, providing a mass transit system that is open to the general public; and

WHEREAS, the District is interested in offering a District Transit Pass Program for High School and Area Learning Center (ALC) students, as well as all District faculty utilizing the public DTA system; and

WHEREAS, the District will reimburse the DTA at a rate of \$1.20 per-ride counted on fixed-route service and \$2.40 per-ride on STRIDE paratransit service, up to a maximum of \$75,000 for the remainder of the District’s fiscal year, and \$150,000 for the 2025-26 fiscal year;

WHEREAS, the agreement will be for the remainder of the District’s fiscal year for 2024/25 and again for the 2025/26 fiscal year, with subsequent one-year options with negotiations on the reimbursement rate and maximum cap;

NOW, THEREFORE, in consideration of the mutual promises without other valuable consideration exchanged herein, IT IS HEREBY AGREED AS FOLLOWS:

1. **Purpose.** The purpose of this Agreement is to allow the DTA and the District to work jointly together to provide transportation services for District students and staff through the public transportation system at no cost to the District passengers.
2. **Definitions.**
  - a. **District Passengers.** Eligible District Passengers shall include:
    - i. All currently enrolled District High School and ALC (Area Learning Center) students while the Agreement is in effect.
    - ii. All District employees employed while the Agreement is in effect.
  - b. **Program.**
    - i. The Program refers to the Pass partnership defined herein.
3. Commencing on February 3rd, 2025, all District Passengers may ride DTA regular route and paratransit buses at no cost to the District Passengers in accordance with the terms set forth herein.
  - a. District Passengers presenting a valid school-issued, student or employee identification badge at the time of boarding may ride DTA regular route buses and eligible riders on

paratransit buses at no charge to the District Passenger. In order to ride as part of this program, the District Passenger must present their school-issued identification badge and the bus driver must track the number of District Passengers.

- b. District Passengers shall be able to use the Program all year, including times where school is not in session, such as nights, weekends or during the summer for summer school.
- c. District Passengers shall comply with all DTA policies and procedures.
- d. The District will have no control over DTA's operations in connection with providing said services, and the District will have no control or supervision over the drivers of the buses used in said service by the DTA. Said drivers do not constitute agents or employees of the District and will be subject solely to the DTA's supervision and control.
- e. The DTA shall not be required to deviate from regular route services or paratransit operations policies in providing this scope of service.
- f. The DTA's routes will be open and available to all members of the general public on DTA's regular routes. DTA is not providing District exclusive services through this Agreement.

**4. District Roles and Responsibilities.**

- a. The District shall annually provide to the DTA example images of all school-issued student and staff identification prior to the start of the Pilot Program.
- b. The District shall distribute and make aware the terms and rules of the Program, attached hereto as A. The District shall instill and maintain a culture of safety, courtesy, and adherence to all DTA policies while using public transit, as outlined in the terms and rules attached here to as A.
- c. The District shall designate a point of contact for the administration of this Agreement.

**5. DTA Roles and Responsibilities.**

- a. The DTA shall keep ridership records of all District Passengers and provide ridership data to the District. Ridership records will not contain any personal information, only numbers counted at the time of boarding the transit vehicle.
- b. The DTA shall provide information to relevant school principals regarding District Passenger bus behavior concerns upon request or at DTA's observance of concerning behavior. DTA shall not be required to prepare special reports or other data not previously collected to report on District Passenger bus behaviors.
- c. The DTA shall reserve the right to "trespass" passengers who violate DTA Code of Conduct.
- d. The DTA shall designate a point of contact for the administration of this Agreement.
- e. The DTA shall ensure that its buses are capable of tracking ridership information by District Passengers.

**6. District and DTA Responsibilities.** The administration, management, marketing and promotion of the bus service program are the mutual responsibilities of the DTA and the District.

- a. DTA shall work with the District to develop a plan and market the program.
- b. Either party to this Agreement may promote the District transit pass program at their own expense.
- c. The parties agree to meet to discuss the program and ridership as necessary.

**7. Services Performed by the District.** The parties agree that any and all legal obligations, whether set forth under state or federal laws, requiring the District to provide transportation for pupils shall remain exclusively with the District. This Agreement is entered into solely for the

convenience of the parties, and nothing herein shall be deemed to create any obligation or legal responsibility for the DTA or the City to transport District Passengers to school.

- 8. Disclosure and Use of Data.** The parties will share information as necessary for the administration and performance of this Agreement, consistent with local, state and federal law relating to confidentiality and disclosure of public records, including but not limited to District student records created or maintained by educational institutions and records created by public transportation agencies. Consistent with the foregoing, the parties shall cooperate and coordinate communication efforts in their mutual interest and promptly debrief all critical incidents. The District and the DTA shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. DTA will report immediately to the District any requests from third parties for information related to this Agreement, and DTA must not disclose such data. The District will respond to such data requests as it applies to all data provided by the DTA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the District under this Agreement.
- 9. Payment.** The District will reimburse the DTA at a rate of \$1.20 per-ride counted on fixed-route service and \$2.40 per-ride on STRIDE paratransit service, up to a maximum of \$75,000 for the remainder of the District's 2024-25 fiscal year from February 3, 2025, until June 30, 2025; and \$150,000 for the 2025-26 fiscal year; The DTA shall provide a monthly accounting of the number of District Passengers who ride their buses, broken down by the number of riders per fixed-route service and STRIDE paratransit service. Payment shall be made by the District within thirty-five (35) days upon DTA's presentation of an invoice for transportation services rendered pursuant to this Agreement. The same reimbursement rate and a maximum cap of \$150,000 shall apply for the second year, beginning July 1, 2025, until June 30, 2026. After that, the DTA and District will negotiate modifications to the cost per-ride and the annual maximum fee. If the District surpasses its annual reimbursement cap in any fiscal year of this Agreement, then Eligible Riders shall continue to be able to ride pursuant DTA buses pursuant to this Agreement, though the District shall have no further reimbursement obligations until the expiration of that fiscal year.
- 10. Termination.**

  - a. Term. The Agreement shall commence on February 3, 2025, and remain in effect until June 30, 2026. The parties shall have the option to extend the Agreement with subsequent one-year options until the parties rescind or terminate the Agreement in accordance with its terms by providing the other party with written notice of its intent to enter into a one-year option at least 30 days prior to the expiration of the Agreement. If the parties extend the Agreement beyond June 30, 2026, the parties shall negotiate and agree on the reimbursement rate and maximum cap. If the parties fail to negotiate and agree on a reimbursement rate and maximum cap prior to the expiration any subsequent option period, the Agreement shall expire at the end of that option period.
  - b. Termination. Either party may terminate this Agreement without cause with at least thirty (30) days' written notice to the other party. In the event of such termination, DTA shall be entitled to reimbursement for rides up until the effective date of the termination.
- 11. Insurance.** The DTA shall maintain professional liability insurance coverage for itself of not less than \$1,000,000 per incident and \$2,000,000 per aggregate during the term of this Agreement and any subsequent renewals to extend the Agreement term.

- a. The DTA acknowledges that it is by law not covered by or subject to the Workers' Compensation Disability Compensation Act coverage by the District.
- 12. Indemnification.** To the extent permitted by law, each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party against any and all claims, liability, loss, damage or expenses arising under the provisions of this Contract and caused by or resulting from negligent acts or omissions of the Indemnifying Party or those of the Indemnifying Parties' employees or agents. Under no circumstances will the Indemnifying Party be required to pay on behalf of itself and the other party any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for all parties may not be added together to determine the maximum amount of liability for either party. The intent of this paragraph is to impose on each party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.
- 13. Equal Employment Opportunity.** During the term of this Agreement, the parties shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.
- 14. Severability.** The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provision of the Agreement shall be in any way affected thereby.
- 15. Choice of Law and Amendments.** This Agreement shall be construed under Minnesota law. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such is reduced to writing and executed by all parties. The parties acknowledge and agree that any failure on the part of the other Party to enforce any of the provisions of this Agreement at any time or for any period of time shall not be deemed or construed to be a waiver of such provisions or of any rights of the parties thereafter to enforce each and every provision.
- 16. Assignment.** Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by the parties without the prior written consent of all the parties.
- 17. Notice.** Any Notice, demand, or request herein provided for shall be sufficiently given or made if hand delivered or mailed by registered mail, postage prepaid, and addressed:

District: Independent School District No. 709, Duluth Public Schools  
ATTN: Anthony Bonds, Assistant Superintendent  
Duluth Public Schools  
709 Portia Johnson Drive, Duluth MN 55811

DTA: Duluth Transit Authority (DTA)  
ATTN: Christopher Belden  
2402 W Michigan St  
Duluth, MN, 55806

Any notice mailed shall be conclusively deemed to have been given on the next business day following the day on which it was mailed. The parties hereto may at any time give notice in writing to the other parties of any change of address and thereafter all notices shall be mailed to the new address as notified.

- 18. **Drafting.** The parties each represent and warrant that it has carefully reviewed and fully understands this Agreement, including any attachment. This Agreement shall be binding upon and shall inure to the benefit of the parties and upon their respective heirs, successors, executors, administrators, personal representatives, and permitted successors and assigns.
- 19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. This Agreement replaces any prior or contemporaneous agreement, whether written or oral.
- 20. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted facsimile, by electronic mail in "portable document format" ("pdf") or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by these duly authorized representatives.

Dated this 17 day of June, 2025

On behalf of DTA:

\_\_\_\_\_  
General Manager

On behalf of Independent School District No. 709, Duluth Public Schools:

K. Edlee - Board Chair

Name/Title

\_\_\_\_\_  
Name/Title

## Exhibit A

### Student DTA Bus Rules

Riding the bus is a privilege, not a right. Students are expected to follow the same behavioral standards while riding buses as are expected on school property or at school activities, functions, or events in accordance to our Student Handbook. All school rules are in effect while a student is riding the bus or at the bus stop.

#### Rules at the Bus Stop

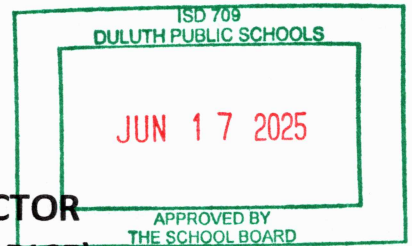
- Get to your bus stop 5 minutes before your scheduled pick-up time. The bus driver will not wait for late students. Stand at least 3-5 feet back from the curb while approaching the bus stop.
- Respect the property of others while waiting at your bus stop.
- Keep your arms, legs, and belongings to yourself.
- Use appropriate language.
- Stay away from the street, road, or highway when waiting for the bus. Wait until the bus stops before approaching the bus.
- After getting off the bus, move away from the bus.
- No fighting, harassment, intimidation, or horseplay.

#### Rules on the Bus

- Immediately follow the directions of the driver.
- Sit in your seat facing forward.
- Talk quietly and use appropriate language.
- Keep all parts of your body inside the bus.
- Keep your arms, legs, and belongings to yourself.
- No fighting, harassment, intimidation, swearing or horseplay.
- Do not throw any object.
- Bicycles are not permitted inside the bus. If the bike rack is full, passengers with bicycles must take the next scheduled bus.
- Do not bring any weapon or dangerous objects on the school bus.
- Do not damage the bus or leave behind garbage/litter.
- Please surrender your seat to senior citizens or those with disabilities.
- Passengers should NEVER cross in front of a DTA bus. Please wait until the bus has left the bus stop and all traffic is clear.

#### Tips for Success while riding DTA Buses

- Please present your current high school student ID upon boarding so the driver can key in your free trip and verify you are an eligible district rider.
- Ensure you use the pull cord (or button on the column on the electric buses) to indicate to your driver you are requesting a stop. Please do this at least a block before the stop to ensure the driver can safely stop the bus.



## AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Duluth Public Schools** ("Owner") and Northland Constructors of Duluth, a division of Mathy Construction Company ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Duluth East High School Parking Lot Improvements Bid #1339**

### ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Construction includes a base bid of Bituminous Pavement Milling, Bituminous Pavement, and Pavement Marking. Construction includes an alternate for Miscellaneous Removals and Pavement Reclamation, Grading, Aggregate Base, Bituminous Pavement, Pavement Markings, Signage, and Erosion Control. Construction includes a second alternate for additional Bituminous Pavement Milling, Bituminous Pavement, and Pavement Marking.**

### ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Design Tree Engineering, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **[insert "Engineer" if an entity has been identified as such in Paragraph 3.01, and that same entity prepared the design; or indicate by name the entity other than Engineer that prepared the design].**

### ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **August 15, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 22, 2025**.



4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner **\$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### ARTICLE 6—PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*
- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage*
- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 25<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **95** percent of the value of the Work completed (with the balance being retainage).
      - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of **18** percent per annum.

## **ARTICLE 7—CONTRACT DOCUMENTS**

### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual (copy of list attached).

6. Drawings (not attached but incorporated by reference) consisting of sheets with each sheet bearing the following general title: **Duluth East High School Parking Lot Improvements Bid #1339.**
7. Drawings listed on the attached sheet index.
8. Addenda (numbers 1 to 2, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
  - a. **Contractor's bid.**
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

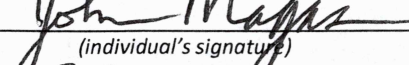
- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on May 21, 2025 (which is the Effective Date of the Contract).

Owner:

Duluth Public Schools  
(typed or printed name of organization)

By:   
(individual's signature)

Date: 5.30.2025  
(date signed)

Name: John Magas  
(typed or printed)

Title: Superintendent  
(typed or printed)

Attest:   
(individual's signature)

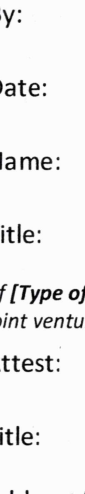
Title: Notary  
(typed or printed)

Address for giving notices:

713 Portia Johnson Drive

Duluth, MN 55811

Designated Representative:

Name:   
(typed or printed)

Title: Exec. Dir. Business Services  
(typed or printed)

Address:

709 Portia Johnson Drive  
Duluth MN 55811

Phone: 218 336 8704

Email: simone.zurich@isd709.org

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)



Kelly Durick Eder, Board Chair

Contractor:

Northland Constructors of Duluth, a division of Mathy Construction Company  
(typed or printed name of organization)

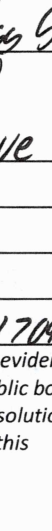
By:   
(individual's signature)

Date: 5/23/2025  
(date signed)

Name: Craig Ploetz  
(typed or printed)

Title: Vice President  
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:   
(individual's signature) Molly Musolf

Title: Project Administrator / Notary  
(typed or printed)

Address for giving notices:

4843 Rice Lake Road

Duluth, MN 55803

Designated Representative:

Name: Craig Ploetz & Dan Kiminski  
(typed or printed)

Title: Vice President & Project Manager  
(typed or printed)

Address:

4843 Rice Lake Road  
Duluth, MN 55803

Phone: (218) 625-2291 (218) 625-3172

Email: craig.ploetz@northlandconstructors.us  
dan.kiminski@northlandconstructors.us

License No.: IR810600  
(where applicable)

State: Minnesota



**CERTIFICATE OF INCUMBENCY**

The undersigned, being the President of Northland Constructors of Duluth, a division of Mathy Construction Company ("the Company") hereby certifies that the following persons hold the following offices in the Company, and they have full authority to act on behalf of the Company, and that the signatures following their names are their valid signatures.

Name	Position	Signature
<u>Craig Ploetz</u>	<u>Vice President</u>	<u>[Signature]</u>
<u>Aaron Holmgren</u>	<u>Vice President</u>	<u>[Signature]</u>
<u>Charles M Bell II</u>	<u>Vice President</u>	<u>[Signature]</u>

The undersigned further certifies that he has full authority to execute this Certificate of Incumbency on behalf of the Company.

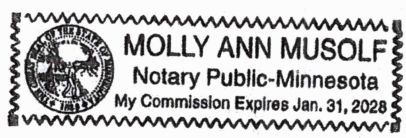
[Signature]  
 Greg Fredlund, President

January 23, 2024  
 Date

State of Minnesota )  
 ) ss.  
 County of St. Louis )

On this 23rd day of January, 2024, before me appeared Greg Fredlund, to me personally known, who, being by me duly sworn, did say that he is the President of Northland Constructors of Duluth, a division of Mathy Construction Company, a corporation, and that said instrument was executed in behalf of said corporation, and that said Greg Fredlund acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
 Notary Public St. Louis County, Minnesota  
 My commission expires January 31, 2028



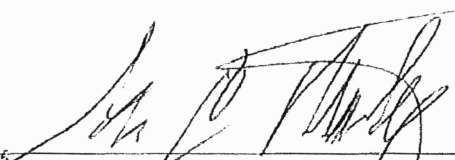
**RESOLUTION OF THE  
BOARD OF DIRECTORS OF  
MATHY CONSTRUCTION COMPANY**

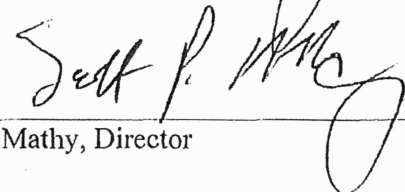
Pursuant to Section 180.0821 of the Wisconsin Statutes, the undersigned, being all of the Directors of Mathy Construction Company, a Wisconsin corporation (the "Corporation"), hereby consent to the following action in lieu of a special meeting of the Board of Directors, with the express intention that the action has the same effect as though adopted by vote at such a special meeting.

RESOLVED, effective December 1, 2023, that any one of the following named persons be and they are hereby authorized for and on behalf of **Northland Constructors of Duluth, a Division of Mathy Construction Company ("Northland")**, to make, sign, enter into and execute any bids, contracts, subcontracts, bonds or other documents and instruments in connection with work to be performed by **Northland** or for the purchase of materials or property on behalf of **Northland**.

<u>Name</u>	<u>Title</u>
Greg Fredlund	Senior Vice President & Regional Manager
Craig Ploetz	Vice President of Construction Operations
Charlie Bell	Vice President of Concrete Services
Aaron Holmgren	Vice President of MET
Tony Larson	Assistant Secretary

Dated this 1<sup>st</sup> day of December, 2023.

  
\_\_\_\_\_  
Steven C. Mathy, Director

  
\_\_\_\_\_  
Scott P. Mathy, Director

\_\_\_\_\_  
Debra L. Mathy, Director

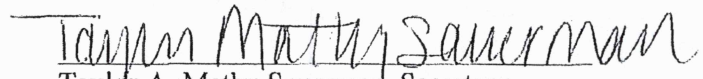
## CERTIFIED RESOLUTION

The undersigned, being the duly elected and acting Secretary of Mathy Construction Company, a Wisconsin corporation (the "Corporation"), hereby certifies that the following resolution was unanimously adopted and passed at a meeting of the directors of the Corporation pursuant to the provisions of Section 180.0821 of the Wisconsin Statutes and that the resolution is now in full force and effect:

RESOLVED, effective December 1, 2023, that any one of the following named persons be and they are hereby authorized for and on behalf of **Northland Constructors of Duluth, a Division of Mathy Construction Company ("Northland")**, to make, sign, enter into and execute any bids, contracts, subcontracts, bonds or other documents and instruments in connection with work to be performed by **Northland** or for the purchase of materials or property on behalf of **Northland**.





<u>Name</u>	<u>Title</u>
Greg Fredlund	Senior Vice President & Regional Manager
Craig Ploetz	Vice President of Construction Operations
Charlie Bell	Vice President of Concrete Services
Aaron Holmgren	Vice President of MET
Tony Larson	Assistant Secretary

Dated this 1<sup>st</sup> day of December, 2023.

  
Taylor A. Mathy Sauerma, Secretary

## PERFORMANCE BOND

Bond No. 30248634

<p><b>Contractor</b>  <b>Name:</b> Northland Constructors of Duluth  a Division of Mathy Construction Company  <b>Address (principal place of business):</b>  4843 Rice Lake Road  Duluth, MN 55803</p>	<p><b>Surety</b>  <b>Name:</b> Western Surety Company  <b>Address (principal place of business):</b>  151 North Franklin Street  Chicago, IL 60606</p>
<p><b>Owner</b>  <b>Name:</b> <b>Duluth Public Schools</b>  <b>Mailing address (principal place of business):</b>  <b>713 Portia Johnson Drive</b>  <b>Duluth, MN 55811</b></p>	<p><b>Contract</b>  <b>Description (name and location):</b>  <b>Duluth East High School Parking Lot</b>  <b>Improvements Bid #1339</b>  <b>301 N 40<sup>th</sup> Ave E</b>  <b>Duluth, MN 55804</b>  <b>Contract Price:</b> \$418,900.00  <b>Effective Date of Contract:</b></p>
<p><b>Bond</b>  <b>Bond Amount:</b> \$418,900.00  <b>Date of Bond:</b>  <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i>  <b>Modifications to this Bond form:</b>  <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p><b>Contractor as Principal</b>  Northland Constructors of Duluth  a Division of Mathy Construction Company  <i>(Full formal name of Contractor)</i></p>	<p><b>Surety</b>  Western Surety Company  <i>(Full formal name of Surety) (corporate seal)</i></p>
<p><b>By:</b> <u></u>  <i>(Signature)</i></p>	<p><b>By:</b> <u></u>  <i>(Signature)(Attach Power of Attorney)</i></p>
<p><b>Name:</b> <u>Craig Ploetz</u>  <i>(Printed or typed)</i></p>	<p><b>Name:</b> <u>Haley Pflug</u>  <i>(Printed or typed)</i></p>
<p><b>Title:</b> <u>Vice President</u></p>	<p><b>Title:</b> <u>Attorney-in-Fact</u></p>
<p><b>Attest:</b> <u></u>  <i>(Signature)</i></p>	<p><b>Attest:</b> <u></u>  <i>(Signature)</i></p>
<p><b>Name:</b> <u>Molly Musolf</u>  <i>(Printed or typed)</i></p>	<p><b>Name:</b> <u>Blake Bohlig</u>  <i>(Printed or typed)</i></p>
<p><b>Title:</b> <u>Project Administrator/Notary</u></p>	<p><b>Title:</b> <u>Witness</u></p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

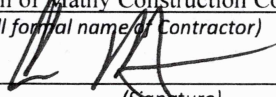
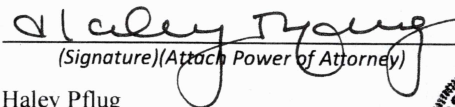


14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **None**

## PAYMENT BOND

Bond No. 30248634

<p><b>Contractor</b></p> <p>Name: Northland Constructors of Duluth a Division of Mathy Construction Company</p> <p>Address (principal place of business):  4843 Rice Lake Road Duluth, MN 55803</p>	<p><b>Surety</b></p> <p>Name: Western Surety Company</p> <p>Address (principal place of business):  151 North Franklin Street Chicago, IL 60606</p>
<p><b>Owner</b></p> <p>Name: <b>Duluth Public Schools</b></p> <p>Mailing address (principal place of business): <b>713 Portia Johnson Drive Duluth, MN 55811</b></p>	<p><b>Contract</b></p> <p>Description (name and location): <b>Duluth East High School Parking Lot Improvements Bid #1339 301 N 40<sup>th</sup> Ave E Duluth, MN 55804</b></p> <p>Contract Price: \$418,900.00</p> <p>Effective Date of Contract:</p>
<p><b>Bond</b></p> <p>Bond Amount: \$418,900.00</p> <p>Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal Northland Constructors of Duluth a Division of Mathy Construction Company <i>(Full formal name of Contractor)</i></p>	<p>Surety Western Surety Company <i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: <u></u> <i>(Signature)</i></p>	<p>By: <u></u> <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: <u>Craig Ploetz</u> <i>(Printed or typed)</i></p>	<p>Name: <u>Haley Pflug</u> <i>(Printed or typed)</i></p>
<p>Title: <u>Vice President</u></p>	<p>Title: <u>Attorney-in-Fact</u></p>
<p>Attest: <u></u> <i>(Signature)</i></p>	<p>Attest: <u></u> <i>(Signature)</i></p>
<p>Name: <u>Molly Musolf</u> <i>(Printed or typed)</i></p>	<p>Name: <u>Blake Bohlig</u> <i>(Printed or typed)</i></p>
<p>Title: <u>Project Administrator/Notary</u></p>	<p>Title: <u>Witness</u></p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	



EJCDC® C-615, Payment Bond.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

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- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
  - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
  18. Modifications to this Bond are as follows: **None**

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Nicole Langer, Laurie Pflug, Brian D. Carpenter, Jessica Hoff, Craig Olmstead, Blake S. Bohlig, Heather R. Goedtel, Kelly Nicole Enghauser, Haley Pflug, Katie Rooney, Trisha Kasper, Michelle Halter, Individually**

of Bloomington, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of November, 2024.



WESTERN SURETY COMPANY

*Larry Kasten*

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 20th day of November, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_



WESTERN SURETY COMPANY

*Paula Kolsrud*

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> WTW Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@wtwco.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Northland Constructors of Duluth, a Division of Mathy Construction Company 4843 Rice Lake Road Duluth, MN 55803	<b>INSURER A:</b> Zurich American Insurance Company <b>NAIC #</b> 16535	
	<b>INSURER B:</b> American Guarantee and Liability Insurance      26247	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

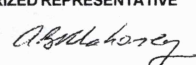
**COVERAGES**      **CERTIFICATE NUMBER:** W39072059      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO 5944715 16	12/01/2024	12/01/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 5944714 16	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			SXS 00271705-07	12/01/2024	12/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N    N/A			WC 5944716 16	12/01/2024	12/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation and Employers Liability Per Statute			WC 5944717 16	12/01/2024	12/01/2025	EL Each Accident \$1,000,000 EL Disease - Each Emp \$1,000,000 EL Disease - Pol Lmt \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Duluth East High School Parking Lot Improvements.  
 Owner's Project No.: 1339  
 Engineer's Project No.: 12525001

Desigh Tree Engineering, Inc., Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions, including their respective officers, directors, members, partners, employees, and

<b>CERTIFICATE HOLDER</b>  Duluth Public Schools 713 Portia Johnson Drive Duluth, MN 55811	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Northland Constructors of Duluth, a Division of Mathy Construction Company 4843 Rice Lake Road Duluth, MN 55803	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

consultants of all such are included as Additional Insureds as respects to General Liability, Auto Liability and Umbrella/Excess Liability when required by written contract or agreement and executed prior to loss.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds when required by written contract.



# Additional Insured – Automatic – Owners, Lessees Or Contractors

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO 5944715-16

Effective Date: 12/01/2024

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** A.L.M. HOLDING COMPANY

**Endorsement Effective Date:** 12/01/2024

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL "INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED" PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



# Straight Excess Liability Policy

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as such in **underlying insurance**. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured(s)" means any person or organization qualifying as such in **underlying insurance** but only to the extent and within the scope for which such "insured(s)" qualify for coverage in **underlying insurance**.

Follows Form underlying General Liability and Automobile A1 provisions

Words and phrases that are printed in bold-face type are defined in this policy. These definitions are found in **SECTION VI. DEFINITIONS** of this policy or in the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations and in accordance with the provisions of this policy, we agree with you to provide coverage as follows:

## Insuring Agreements

### SECTION I. COVERAGE

- A. We will pay on behalf of the insured those damages covered by this insurance in excess of the total Applicable Limits of **underlying insurance**. This policy includes:
  - 1. The terms and conditions of **underlying insurance** to the extent such terms and conditions are not inconsistent or do not conflict with the terms and conditions referred to in Paragraph 2. below; and
  - 2. The terms and conditions that apply to this policy.
- B. Notwithstanding anything to the contrary contained in Paragraph A. above, if **underlying insurance** does not apply to damages for reasons other than exhaustion of total applicable limits of insurance by payment of **loss**, then this policy does not apply to such damages.
- C. The amount we will pay under this policy is limited as described in **SECTION II. LIMITS OF INSURANCE**.
- D. We have no obligation under this policy with respect to any settlement made without our consent.
- E. The insurance afforded under this policy applies to bodily injury or property damage only if prior to the Policy Period, neither you nor any **authorized person** knew that the bodily injury or property damage had occurred, in whole or in part. If you or any **authorized person** knew, prior to the Policy Period, that the bodily injury or property damage occurred, then any continuation, change or resumption of such bodily injury or property damage during or after the Policy Period will be deemed to have been known prior to the Policy Period.

Bodily injury or property damage which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by you or any **authorized person** includes any continuation, change or resumption of that bodily injury or property damage after the Policy Period; and

Bodily injury or property damage will be deemed to have been known to have occurred at the earliest time when you or any **authorized person**:

- 1. Reports all or any part of, the bodily injury or property damage to us or any other insurer;
- 2. Receives a written or verbal demand or claim for damages because of the bodily injury or property damage; or
- 3. Becomes aware by any other means that bodily injury or property damage has occurred or has begun to occur.

## SECTION II. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay regardless of the number of:
1. Insureds;
  2. Claims made or suits brought; or
  3. Persons or organizations making claims or bringing suits.
- B. The Limits of Insurance of this policy will apply as follows:
1. The limit shown in Item **4.B.** of the Declarations for the Other Aggregate is the most we will pay for all **loss** to which this policy applies, except for:
    - a. **Loss** covered under the products/completed operations hazard; and
    - b. **Loss** covered in **underlying insurance** to which no underlying aggregate limit applies.

In addition, if a policy listed in the Schedule of Underlying Insurance contains aggregate limits, other than an aggregate limit applying to the products/completed operations hazard, the Other Aggregate limit shown in Item **4.B.** of the Declarations will apply in the same manner as such other aggregate limits of each policy listed in the Schedule of Underlying Insurance.
  2. The limit shown in Item **4.C.** of the Declarations for the Products/Completed Operations Aggregate is the most we will pay for all **loss** to which this policy applies under the products/completed operations hazard.
  3. Subject to Paragraph **B.1.** or **B.2.** above, whichever applies, the limit shown in Item **4.A.** of the Declarations for Occurrence is the most we will pay for all **loss** arising out of any one **occurrence** to which this policy applies.
- C. Coverage applies only in excess of the greater of the actual limits of insurance of **underlying insurance** or the Applicable Limits of insurance shown in the Schedule of Underlying Insurance forming a part of this policy.
- D. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining the Limits of Insurance.
- E. Subject to Paragraphs **B.1.**, **B.2.**, **B.3.** and **C.** above:
1. If the limits of **underlying insurance** have been reduced solely by payment of **loss** for which coverage is afforded under this policy, this policy will drop down to become immediately excess of the reduced underlying limit; or
  2. If the limits of **underlying insurance** have been exhausted solely by payment of **loss** for which coverage is afforded under this policy, this policy will continue in force as **underlying insurance**.

## SECTION III. DEFENSE AND SUPPLEMENTARY PAYMENTS

- A. We have the right and duty to assume control of the investigation and settlement of any claim, or defense of any suit against the insured for damages covered by this policy when the applicable limit of **underlying insurance** and **other insurance** has been exhausted by payment of **loss** for which coverage is afforded under this policy.
- B. In those circumstances where Paragraph **A.** above applies we will pay our expenses and the following to the extent that they are not included in **underlying insurance**:
1. Up to \$2,000 for the cost of bail bonds. We do not have to furnish these bonds.
  2. The cost of bonds to release attachments, but only for bond amounts within the amount of insurance available. We do not have to furnish these bonds.
  3. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings because of time off from work.
  4. All court costs taxed against the insured in the suit. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

5. Pre-judgment interest awarded against the insured on that part of the judgment we pay. However, if we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment that is within the applicable limits of insurance.

When our expenses and the payments described in this paragraph above are not included in the definition of **loss**, they will not reduce the Limits of Insurance.

- C. In those circumstances where Paragraph A. above does not apply, we do not have the duty to assume control of the investigation and settlement of any claim, or defense of any suit against the insured. We do, however, have the right to participate in the investigation and settlement of any claim, or defense of any suit that we feel may create liability on our part under the terms of this policy. If we exercise this right, we will do so at our expense.

We will not investigate and settle any claim, or defend any suit after we have exhausted the applicable Limit of Insurance as shown in Item 4. of the Declarations.

If we are prevented by law from carrying out the provisions of Paragraph A. above, we will pay any expense incurred with our consent.

#### SECTION IV. EXCLUSIONS

This policy does not apply to any liability, damage, **loss**, cost or expense:

##### ASBESTOS

- A. Arising out of or relating in any way to:

1. Asbestos or which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking escape or presence of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or
2. Any:
  - a. Request, demand, order, statutory or regulatory requirement, direction or determination, that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
  - b. Claim or suit for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination than any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos.

##### POLLUTION

- B. 1. Arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
- a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (1) Bodily injury if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (2) Bodily injury or property damage for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to **underlying insurance** as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (3) Bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**;
  - b. At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- d. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (1) Bodily injury or property damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the bodily injury or property damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (2) Bodily injury or property damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (3) Bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**.
- e. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.
- f. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, any auto for which coverage is provided by **underlying insurance**;
  - (2) Otherwise in the course of transit by or on behalf of any insured; or
  - (3) Being stored, disposed of, treated or processed in or upon any auto.

However, this subparagraph **f.** does not apply to bodily injury or property damage arising out of:

- (1) The escape of fuels, lubricants, other operating fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of a covered auto; or
- (2) The escape of **pollutants** from a covered auto that directly results from the collision, upset or overturn of such auto while in the course of transit away from any premises owned by or rented to any insured.

2. Arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
- b. Claim or suit brought by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

However, this Paragraph, **B.2.**, does not apply to liability, damage, **loss**, cost or expense because of property damage that the insured would have in the absence of such request, demand, order or statutory or regulatory requirements, or such claim or suit by or on behalf of a governmental agency.

**NUCLEAR**

- C. 1. With respect to which any insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic, Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its Limits of Insurance; or

2. Resulting from the **hazardous properties** of **nuclear material** and with respect to which:
  - a. A person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
  - b. Any insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
3. Any injury or **nuclear property damage** resulting from the **hazardous properties** of **nuclear material**, if:
  - a. The **nuclear material**:
    - (1) Is at any **nuclear facility** owned by, or operated by or on behalf of, any insured; or
    - (2) Has been discharged or dispersed therefrom;
  - b. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any insured; or
  - c. The injury or **nuclear property damage** arises out of the furnishing by any insured of services, materials, parts or equipment in connection with the planning, construction, maintenance operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this subparagraph c. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

As used in this exclusion:

1. **Hazardous properties** include radioactive, toxic or explosive properties;
2. **Nuclear Facility** means:
  - a. Any **nuclear reactor**;
  - b. Any equipment or device designed or used for:
    - (1) Separating the isotopes of uranium or plutonium,
    - (2) Processing or utilizing **spent fuel**, or
    - (3) Handling, processing or packaging **waste**;
  - c. Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
  - d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
3. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**;
4. **Nuclear property damage** includes all forms of radioactive contamination of property;
5. **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
6. **Source material**, **special nuclear material** and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
7. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;
8. **Waste** means any waste material;
  - a. Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and

- b. Resulting from the operation by any person or organization of any **nuclear facility** included under the first two Paragraphs of the definition of **nuclear facility**.

#### **SUBLIMITED UNDERLYING INSURANCE**

- D. Which is covered by any **underlying insurance** but is subject to a sublimit unless such sublimited coverage is specifically endorsed to this policy.

#### **VIOLATION OF STATUTES**

- E. Resulting from or arising directly or indirectly out of any action or omission that violates or is alleged to violate:
  - 1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
  - 2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
  - 3. The Fair Credit Reporting Act (FCRA) and any amendment or addition to such law including the Fair and Accurate Credit Transactions Act (FACTA); or
  - 4. Any federal, state or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

#### **WAR**

- F. Arising, directly or indirectly, out of:
  - 1. War, including undeclared or civil war;
  - 2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - 3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these,regardless of any other cause or event that contributes concurrently or in any sequence to injury or damage.

#### **EMPLOYMENT PRACTICES**

- G. Arising out of any bodily injury or personal and advertising injury to:
  - 1. A person arising out of any:
    - a. Failure to employ or promote that person;
    - b. Termination of that person's employment, including actual or alleged constructive dismissal; or
    - c. Employment-related practices, policies, acts or omissions, including but not limited to injury arising from coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, retaliation, hostile work environment, discrimination or malicious prosecution directed at that person; or
  - 2. The spouse, domestic partner, child, parent, brother or sister of that person as a consequence of any bodily injury or personal and advertising injury to that person at whom any of the employment related practices described in subparagraphs **a.**, **b.** or **c.** above is directed.

This exclusion applies:

- 1. Whether the injury causing event described in subparagraph **G.1.** above occurs before employment, during employment or after employment of that person;
- 2. Whether the insured may be held liable as an employer or in any other capacity; or
- 3. To any obligation to share damages with or repay someone who must pay damages because of the injury.

#### **LAWS, MISCELLANEOUS**

- H. Under any of the following:
  - 1. Any uninsured/underinsured motorist or auto no-fault or first party personal injury law;

2. Any workers' compensation, unemployment compensation, or disability benefits law or any similar law; or
3. The Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended.

#### LOSS OF, OR LOSS OF USE OF INTANGIBLE PROPERTY

- I. Arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate or process intangible property. For purposes of this policy, electronic data is intangible property and means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

#### SECTION V. CONDITIONS

##### A. Appeals

In the event you or any underlying insurer elects not to appeal a judgment in excess of the amount of the **underlying insurance**, we may elect to appeal at our expense. If we do so elect, we will be liable for the costs and additional interest accruing during this appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in **SECTION II. LIMITS OF INSURANCE** of this policy.

##### B. Bankruptcy or Insolvency

The insolvency, bankruptcy or inability to pay of any insured will not relieve us from our obligation to pay damages covered by this policy.

In the event of insolvency, bankruptcy, refusal, or inability to pay, of any underlying insurer, the insurance afforded by this policy will not replace such **underlying insurance**, but will apply as if all the limits of any **underlying insurance** are fully available and collectible.

##### C. Cancellation

1. The first Named Insured shown in Item 1. of the Declarations may cancel this policy by mailing or delivering to us advance written notice stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of non-payment of premium, we will mail or deliver to the first Named Insured not less than ten (10) days advance written notice when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to the first Named Insured not less than ninety (90) days advance written notice stating the reason(s) for cancellation, as well as the date when the cancellation is to take effect. Mailing notice to the first Named Insured's mailing address shown in Item 2. of the Declarations will be sufficient to prove notice.
3. The Policy Period will end on the day and hour shown in the cancellation notice.
4. If this policy is cancelled, the final premium will be calculated pro rata based on the time this policy was in force.
5. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due the first Named Insured. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due the first Named Insured.
6. The first Named Insured shown in Item 1. of the Declarations will act on behalf of all other insureds with respect to the giving and receiving of notice of cancellation and the receipt of any premium refund that may become payable under this policy.

##### D. Maintenance of Underlying Insurance

During the Policy Period, you agree:

1. To keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
2. That the Applicable Limits of insurance of the policies shown in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of limits by payment of claims or suits for **loss** covered by **underlying insurance**;
3. The policies listed in the Schedule of Underlying Insurance may not be canceled or nonrenewed by you without notifying us, and you agree to notify us as soon as practicable before the cancellation or nonrenewal effective date in the event an insurance company cancels or declines to renew any policy listed in the Schedule of Underlying Insurance; and

4. Renewals or replacements of the policies listed in the Schedule of Underlying Insurance will not be materially changed without our agreement.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

#### E. Nonrenewal

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in Item 1. of the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### F. Notice of Occurrence

1. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in damages covered by this policy. To the extent possible, notice will include:
  - a. How, when and where the **occurrence** took place;
  - b. The names and addresses of any injured persons and witnesses; and
  - c. The nature and location of any injury or damage arising out of the **occurrence**.
2. Knowledge of an **occurrence** by the agent, servant or employee of yours, shall not in itself constitute knowledge by the insured unless you or any **authorized person** receives such notice from the agent, servants or employee.
3. If a claim or suit against any insured is reasonably likely to involve this policy, you must notify us in writing as soon as practicable.
4. You and any other involved insured must:
  - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
  - b. Authorize us to obtain records and other information;
  - c. Cooperate with us in the investigation, settlement or defense of the claim or suit; and
  - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this policy may also apply.
5. The insureds will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
6. Your failure to give notice of an **occurrence** to us shall not invalidate coverage under this policy if the **occurrence** was inadvertently reported to another insurer. However, you shall report any such **occurrence** to us as soon as practicable once you become aware of such error.

#### G. Other Insurance

If **other insurance** applies to damages that are also covered by this policy, this policy will apply excess of the **other insurance**. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**. However, this provision will not apply if the **other insurance** is written to be excess of this policy.

**Other insurance** includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

#### H. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the insured, then we will, where permitted by law or statute, indemnify the insured.

## **I. Transfer of Rights of Recovery Against Others to Us**

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after the **loss** to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

However, if any insured is required to waive their rights of recovery from others by a written contract or agreement executed before a **loss**, we agree to waive our rights of recovery to the extent required by the written contract or agreement. This waiver of rights will not be construed to be a waiver with respect to any other operations for which the insured has not waived their rights of recovery by contract.

2. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

## **J. Unintentional Errors and Omissions**

Any unintentional error or omission in the description of, or failure to describe completely, any premises or operations intended to be covered by this policy, shall not invalidate or affect the coverage for those operations or premises. However, the insured must report such error or omission to the company as soon as practicable after its discovery.

## **K. When Loss is Payable**

Coverage under this policy will not apply unless and until the insured or the insured's underlying insurer has paid or is legally obligated to pay the full amount of the total Applicable Limits of **underlying insurance**.

When the amount of **loss** is determined by an agreed settlement or a final judgment against an insured obtained after an actual trial, we will promptly pay on behalf of the insured the amount of **loss** covered under the terms of this policy.

## **L. Audit of Books and Records**

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three (3) years after the expiration or termination of this policy.

## **M. Changes**

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes a part of this policy.

## **N. First Named Insured**

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other insureds for the giving and receiving of notice of cancellation or any other notice required under this policy or by statute or regulation, for the receipt and acceptance of this policy and any endorsements forming a part of this policy, and for the receiving of any return premiums that become payable under this policy.

## **O. Inspection**

We have the right, but are not obligated to inspect the insured's premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations and the premium to be charged. We may provide reports on the conditions we find. We may also recommend changes. While these reports may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards.

## **P. Legal Action Against Us**

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

**Q. Premium**

The premium for this policy as stated in Item 5. of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

**R. Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

1. As if each named insured were the only named insured; and
2. Separately to each insured against whom claim is made or suit is brought.

**S. Transfer of Your Rights and Duties**

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties but only with respect to that property.

**T. Violation of Economic or Trade Sanctions**

If coverage for a claim or suit under this policy is in violation of any economic or trade sanctions of the United States of America then coverage for that claim or suit will be null and void.

**SECTION VI. DEFINITIONS**

In this policy, words and phrases appearing in bold-face type have the definitions shown below:

- A. Authorized person** means any person who may receive notice of an **occurrence** or claim in **underlying insurance**.
- B. Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
- C. Loss** means those sums actually paid that the insured is legally obligated to pay as damages for the settlement or satisfaction of a claim because of injury or offense after making proper deductions for all recoveries and salvage. However,
  1. **Loss** also includes defense expenses and supplementary payments if **underlying insurance** includes defense expenses and supplementary payments in the Limits of Insurance; and
  2. **Loss** does not include defense expenses and supplementary payments if **underlying insurance** does not include defense expenses and supplementary payments in the Limits of Insurance.
- D. Occurrence** means covered event as defined in **underlying insurance**.
- E. Other insurance** means a policy of insurance providing coverage that this policy also provides. **Other insurance** includes any type of self-insurance or other mechanisms by which an insured arranges for funding of legal liabilities.

**Other insurance** does not include **underlying insurance** or a policy of insurance specifically purchased to be excess of this policy providing coverage that this policy also provides.
- F. Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- G. Underlying insurance** means the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy. We will only be liable for amounts in excess of the Applicable Limits of insurance shown in the Schedule of Underlying Insurance for any **underlying insurance**.



**ZURICH**

# Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 5944715-16	12/01/2024	12/01/2025		34937000	<b>INCL</b>	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

- Commercial General Liability Coverage Part**
- Liquor Liability Coverage Part**
- Products/Completed Operations Liability Coverage Part**

- A. If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

<b>SCHEDULE</b>	
<b>Name and Address of Other Person(s) / Organization(s):</b>	<b>Number of Days Notice:</b>
AS REQUIRED BY WRITTEN CONTRACT	30

All other terms and conditions of this policy remain unchanged.



ZURICH®

# Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 5944714-16	12/01/2024	12/01/2025		34937000	<b>INCL</b>	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

### Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
  - 1. Must be provided to us prior to cancellation or non-renewal;
  - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  - 3. Must be in an electronic format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
  - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - 2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - 1. Extend the Coverage Part cancellation or non-renewal date;
  - 2. Negate the cancellation or non-renewal; or
  - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.



## Blanket Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
SXS 0271705-07	12/01/2024	12/01/2025		34937000	_____	_____

**Named Insured and Mailing Address:**

A.L.M. HOLDING COMPANY AND SUBSIDIARIES  
920 10TH AVENUE N  
ONALASKA, WI 54650

**Producer:**

WILLIS TOWERS WATSON MIDWEST, INC.  
8400 Normandale Lake Blvd  
Suite 1700  
Bloomington, MN 55437

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

The following is added to **SECTION V. CONDITIONS:**

**Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to the first Named Insured, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
  - a. Must be provided to us prior to cancellation or non-renewal;
  - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
  - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
  - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - b. At least 30 days prior to the effective date of:
    - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - a. Extend the policy cancellation or non-renewal date;
  - b. Negate the cancellation or non-renewal; or
  - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

**BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT**

This endorsement adds the following to Part Six of the policy.

**PART SIX  
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
  - a. Must be provided to us prior to cancellation or non-renewal;
  - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
  - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
  - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - b. At least 30 days prior to the effective date of:
    - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - a. Extend the policy cancellation or non-renewal date;
  - b. Negate the cancellation or non-renewal; or
  - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 12/01/2024  
Insured: A.L.M. Holding Company

Policy No. WC 5944716-16

Endorsement No.  
Premium \$

Insurance Company: Zurich American Insurance Company

**BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT**

This endorsement adds the following to Part Six of the policy.

**PART SIX  
CONDITIONS**

**Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
  - a. Must be provided to us prior to cancellation or non-renewal;
  - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
  - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
  - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - b. At least 30 days prior to the effective date of:
    - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - a. Extend the policy cancellation or non-renewal date;
  - b. Negate the cancellation or non-renewal; or
  - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 12/01/2024  
 Insured: A.L.M. Holding Company

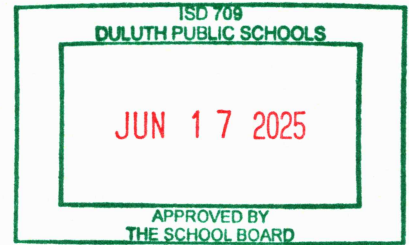
Policy No. WC 5944717-16

Endorsement No.  
 Premium \$

Insurance Company: Zurich American Insurance Company



# Document G802® – 2017



## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
Duluth Public Schools  
Duluth News and Tribune Building  
Renovation Project  
424 West First Street  
Duluth, MN 55802

**AGREEMENT INFORMATION:**  
Date: October 13, 2023

**AMENDMENT INFORMATION:**  
Amendment Number: 001  
Date: May 6, 2025

**OWNER:** *(name and address)*  
Duluth Public Schools, ISD #709  
713 Portia Johnson Drive  
Duluth, MN 55811

**ARCHITECT:** *(name and address)*  
ICS Consulting, LLC (ICS)  
1331 Tyler Street NE, Suite 101  
Minneapolis, MN 55413

The Owner and Architect amend the Agreement as follows:

This Amendment supplements the C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, dated October 13, 2023 between Duluth Public Schools and ICS for the project known as Duluth News and Tribune Building Renovations Project.

**Scope of Work:**

1. Fee adjustment to align the cost of the project to the fee percentage agreed to in AIA C132-2019 dated October 13, 2023. The initial RFP as provided by the School, identified a project value of \$6,000,000. Through the design process, the estimated value of the project has increased to \$13,159,072.00. Agreement to increase the compensation (fee) from \$117,000.00 to \$256,600.00 to align with the new construction valuation.
2. Additional work scope added to the project, Commissioning Services, as identified within the attached ICS proposal dated April 1, 2025, are to be completed alongside the construction services, with a value of \$50,250.00.

The Architect's compensation and schedule shall be adjusted as follows:

**Compensation Adjustment:**

\$139,600.00 Construction Management Fee  
\$50,250.00 Commissioning Services

**Schedule Adjustment:**  
N/A

**SIGNATURES:**

ICS Consulting, LLC (ICS)  
**ARCHITECT** *(Firm name)*

Duluth Public Schools  
**OWNER** *(Firm name)*

**SIGNATURE**  
Andy Faulkner, President  
**PRINTED NAME AND TITLE**

Kelly Durick Eder, Board Chair  
**PRINTED NAME AND TITLE**

**DATE**

6/17/2025  
**DATE**

4/1/2025

Mr. Bryan Brown  
Facilities Manager  
Duluth Public Schools, ISD #709  
709 Portia Johnson Drive  
Duluth, MN 55811



104 Park Avenue North  
Suite 104 | Park Rapids, Minnesota 56470  
www.ics-builds.com  
(763) 354-2670

**Re:** Commissioning Services/Systems Inspector for the Duluth Public Schools ISD 709 Education Center Project

Dear Mr. Brown:

ICS is pleased to provide our proposal for Independent Commissioning Services for the ISD #709 Education Center Improvement Project.

This submission is based on providing commissioning services to support the delivery of a project that meets all your goals in conformance with the contract documents and 2024 Minnesota Energy Code requirements.

ICS proposes to provide design document review, meetings, start-up observations, functional performance testing, inspections, and construction observation during the commissioning of this project. The attached proposal outlines the full scope of the proposed activities.

If the descriptions of the scope of services and fees in this proposal are agreeable, we will commence Commissioning activities related to this scope upon receipt of signed agreement. All services will be performed in accordance with the terms and conditions of the agreement. Should you desire to discuss this proposal, please contact me at your earliest convenience.

As ICS's representative for this project, you have my personal commitment to achieve the goals you have for the success of the project.

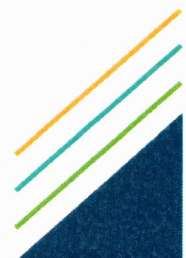
We appreciate your consideration of our firm's qualifications and experience and this opportunity to submit our proposal.

Sincerely,

A handwritten signature in blue ink that reads 'Dana E. Fontaine'.

Dana Fontaine, CPMP, BCxP, CCP, CxA, LEED® AP BD+C  
Director of Technical Services  
ICS

**BUILDING STRONG  
CONNECTIONS**





A **LEGENCE** Company

## **Independent School District 709**

**Duluth Public Schools**

709 Portia Johnson Drive, Duluth, MN 55811



## **Commissioning & Technical Services**

For the ISD 709 Education Center Improvement Project

April 1, 2025

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- B. Signature Page

# Commissioning & Technical Services

Duluth Public Schools, ISD 709 Education Center Improvement Project  
Commissioning and Technical Services

## Introduction

ICS Consulting, LLC. (ICS) is pleased to present this proposal agreement to provide Independent Commissioning and Technical Services for the Duluth Public Schools, ISD 709 Education Center Improvement Project. Our services include providing the level of effort and expertise needed to deliver a Scope of Services to meet the needs of ISD 709 and meet the requirements of the 2024 Minnesota Energy Code, and as outlined in ASHRAE 0-2019 and "Commissioning Process for Buildings and Systems" and as outlined in ASHRAE/ANSI/IES Standard 202-2024.

ICS proposes to provide design and document review, meetings, start-up observations, functional performance testing, inspections, and construction observation during the commissioning of this project. This proposal outlines the full approach and scope of the proposed activities.

ICS's understanding is that commissioning activities will commence immediately. It is anticipated that construction will be completed by September 2025.

Commissioning Services to be provided by ICS on your behalf for the following systems and associated controls:

- New Air Handling Units (Qty. 3)
- New Packages Rooftop Air Handling Unit (Qty. 1)
- New Air-Cooled Condensing Units (Qty. 3)
- New Unit Heaters (All)
- New Variable Air Volume Units (Qty. 49)
- New Finned Tube Radiation (All)
- New Fan Coil Unit (Qty. 1)
- New Heat Exchangers (Qty. 2)
- New Pumps (All)
- New Exhaust Fans (Qty. 7)
- New Mini-Split Indoor & Outdoor Units (Qty. 1)
- Lighting Controls
- Test, Adjust, and Balance Review and Sampling
- Building Automation System Graphics and Controls
- Site Observations and Installation Reviews
- System Flushing and Filling, chemical treatment reviews

## I. Design Phase

- Review Owner's Project Requirements (OPR) for clarity and completeness (OPR developed by others)

- Review Design Intent Document (DID) for conformance with the OPR (DID developed by others)
- Attend one (1) design team meeting
- Perform two thorough reviews of the Design and Construction Documents at 50% and 90% and provide written comments per MN Energy Code
- Develop the MN Energy Code Required Commissioning Plan and Schedule
- Attend select design team meetings as deemed appropriate by the Owner
- Develop Commissioning Specifications (if requested)
- Attend a project kick-off meeting
- Lead a controls coordination/integration meeting

## II. Construction Phase

- Attend a project kick-off meeting
- Review submittals of the commissioned equipment
- Coordinate and lead a temperature controls submittal review meeting
- Develop pre-functional/startup checklists for the commissioned equipment
- Perform site observations with the objective of validating commissioning-related construction issues
- Attend select construction meetings to stay ahead of construction progress/issues
- Develop functional performance tests for the commissioned equipment
- Witness and document piping system flush and fill
- Witness and document duct pressure testing
- Coordinate, attend and lead Test and Balance kick-off meeting

## III. Building Acceptance Phase

- HVAC system functional testing utilizing two (2) commissioning agents
  - 100% point to point verification of HVAC component operations
  - 100% verification of system sequences of control
  - 100% testing of air terminal units

- 100% alarm verification
- 100% graphic representation accuracy
- Document initial functional testing results for inclusion in the final report
- Issue Corrective Action Requests identifying non-conforming performance and perform contractor correction verification
- Perform seasonal HVAC system functional testing through all four seasons
- Test and Balance report review and comment; perform field sampling
- Schedule and manage progress meetings to verify work is being completed in a timely manner

#### IV. Building Turnover/ Occupancy Phase

- Verify Training Plan development by the contractors, schedule and agenda for the Owner and the Owner's staff
- Facilitate the Training Sessions
- Review O&M documentation for major equipment/systems
- Review product warranty documentation for major equipment/systems
- Develop a Commissioning Report documenting the entire commissioning process
- Provide an operations manual/systems manual with procedures for operating and maintaining the facility.
- Perform at 11-month, pre-warranty expiration walkthrough of the facility
- Conduct a lessons-learned meeting for all project stakeholders
- Perform seasonal and deferred performance testing
- Issue an acceptance letter and final commissioning report to the Code Official

#### V. Basis of Compensation

ICS' Compensation for commissioning services as described and summarized above are proposed as a lump sum fixed fee of **\$50,250** for services provided for the project.

The actual amount billed for ICS' services on a monthly basis will be based on ICS' estimate of the proportion of total services actually completed during the billing period.

Reimbursable expenses will be billed for such items as mileage, lodging, reproduction, and specialized equipment.

For project work beyond the services outlined in the proposal and/or any changes to the agreed upon scope of services or project duration, services will be billed on a time-and-materials basis in addition to the above-mentioned fees. However, additional work will not be conducted without approval by the Owner.

- Proposal for all phases is based on 6 site visits and on 15 days of performance testing utilizing two (2) Commissioning Agents.
- Proposal does not include the following:
  - Commissioning of existing systems or any new controls on existing systems.
  - Re-testing or re-verifying. Additional tests or re-verification will be outside the scope of this proposal and will only be completed as approved at an additional cost utilizing our current rates.
  - ICS will review ANSI/NETA, ASME, etc., testing performed by the contractors. If applicable, ICS will not perform the tests.
  - Regularly planned overtime.
  - ICS is not responsible for design, design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. We may assist with problem solving or resolving non-conformance or deficiencies, but ultimately that responsibility resides with the General Contractor and the A/E.
  - Review of the protective coordination, arc flash, or any other study of A/E or General Contractor.
  - Procurement or Construction Administration services or Controls Management (cost control and schedule).
  - Performance testing 1 year after substantial completion. ICS can provide these services as a separate performance-testing project for an additional fee.
  - Factory witness testing as we have assumed this is the Procurement responsibility; however, these services can be provided as a Scope addition to the Agreement.
  - Materials, consumables, fees, etc. required for startup or checkout for systems or equipment provided by others.
  - Any type of building enclosure/envelope commissioning or air-barrier testing.
  - Monitoring Based Commissioning. \*
  - Electrical distribution. \*

\*Although items are excluded from this proposal, ICS is open to discussing the most comprehensive approach as the project becomes further defined.

# **Appendix A**

## *General Conditions*

# General Conditions

---

The word "Consultant" refers to ICS Consulting, LLC, the company with which Owner is contracting. "Owner" is our client. The Agreement with you, the client, is comprised of this Agreement and accompanying written proposal.

## 1. **Scope of Work and Duration of Services**

Consultant will furnish and perform the services specified in Consultant's proposal (the "Proposal"). If any portion of the proposal is inconsistent with this Agreement, this Agreement shall control.

The commencement date for basic services shall be the date of approval of this proposal agreement.

Consultant's obligation to perform the Services shall terminate upon completion of the 1-year statutory warranty period for the project or upon completion of all specified services described in this proposal.

## 2. **General Provisions**

In addition to the Proposal, Consultant and Owner agree as follows:

### A. **Right of Access**

Unless otherwise agreed in writing, Owner will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by consultant.

### B. **Confidential & Proprietary Information**

The Consultant and Owner agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or propriety information" and "trade secrets" shall mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other. Neither Owner nor Consultant shall use the specification or other materials produced under this Agreement for any purpose beyond the scope of this project, without prior written agreement of the other.

### C. **Quality**

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality.

## 2. **Payment for Services**

A. Invoices will be submitted monthly for services performed during the previous month.

B. Payments will be considered due and payable 30 days from the date of the associated invoice. If payments are not received upon becoming due and payable, interest may be assessed on the outstanding balance at a rate of the US Bank Reference Rate plus 5%, with interest accruing beginning 30 days from the original date of the invoice.

### **3. Indemnity & Insurance**

#### **A. Indemnity**

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Owner, its agents, and employees, from all claims, losses, costs, and damages arising in any way out of Consultant's performance of work under this agreement, but only to the extent caused in whole or in part by negligent acts or omissions or intentional fault on the part of the consultant, regardless of whether such claim, loss, cost, or damage is caused in part by the Owner.

Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its agents, and employees, from all claims, losses, costs, and damages arising in any way out of Owner's performance of work under this agreement, but only to the extent caused in whole or in part by negligent acts or omissions or intentional fault on the part of the Owner, regardless of whether such claim, loss, cost, or damage is caused in part by the Consultant.

#### **B. Insurance**

Insurance Provided by Consultant. Before the start of its work, the Consultant shall procure and maintain in force coverage and limits of insurance for its own negligence as follows:

- (a) Employers' Liability: \$1,000,000.00.
- (b) General Liability: \$2,000,000.00 Occurrence, \$4,000,000.00 Aggregate
- (c) Automobile Insurance: All Owned vehicles used in connection with the services of this Agreement.

### **4. Limitations on Liability**

**A.** The obligations of the Owner under this Agreement do not constitute personal obligations of Owner or its directors, officers or agents. Consultant will look solely to Owner's assets for satisfaction of any liability in respect of this Agreement and will not seek recourse against the directors, officers or agents of Owner or any of their personal assets for such satisfaction, unless there is a written agreement which makes an individual personally liable, executed by that individual. The provisions of this Paragraph 4 are not intended to relieve Owner from the performance of its obligations under this Agreement, but only to limit personal liability in the case of recovery of judgment. They do not limit Consultant's rights to obtain injunctive relief and specific performance or to maintain any other action not involving the personal liability of Owner or its directors, officers or agents.

**B.** ICS shall not be responsible for the acts or omissions of any consultant, contractor or any subcontractor, supplier or other individuals or entities performing design and/or furnishing any portions of the work. ICS shall not be responsible for the failure of any Contractor to perform or furnish the work in accordance with the Contract Documents.

### **5. Assignment**

This Agreement shall not be assigned by consultant without prior written consent of the Owner.

**6. Authorities for Action**

Owner designates a responsible employee for administration and coordination of the work. Consultant designates a responsible employee to act on its behalf in any matter under this Agreement. Either party may designate in writing one or more persons to act on its behalf in any manner under this Agreement, provided notice is given according to the provisions set forth in Paragraph 8 below.

**7. Independent Contractor**

It is specifically understood and agreed that at all times pertinent to this Agreement, Consultant shall be an independent Contractor and shall not be considered an employee of the Owner.

**8. Notices**

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Owner or Consultant or upon receipt by the other party, when mailed by registered or certified mail, postage prepaid, return receipt requested.

Either party shall have the right to designate by notice, in the manner set forth above, a different address to which notices are to be mailed.

**9. Applicable Law**

This Agreement shall be governed by and construed under the laws of the State of Minnesota.

**10. Extent of Agreement**

This Agreement represents the entire Agreement between Owner and Consultant, and supersedes all prior obligations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, dated and executed by both Owner and Consultant.

**11. Termination**

This Agreement may be terminated for proper cause by either party for any reason upon thirty (30) days written notice to the other party. Upon termination, Consultant will deliver to Owner or its designee all records, documents or materials in its possession or control of consultant which relate to the Project and for which payment has been received. If Services have been prepared for, or performed, for which payment has not been received as of the date of termination, Owner shall be entitled to purchase the products of those Services, such as records, materials and documents, for the consideration due therefore under this Agreement. If Owner does not purchase the products of these Services, Owner remains liable to consultant for any incurred but unpaid charges for Services performed.

**12. Hazardous Materials**

It is acknowledged by both parties that ICS Consulting, LLC's scope of services does not include any services related to asbestos, hazardous, or toxic materials that may be encountered or found to be present at or in areas adjacent to the site. Any such materials that are encountered shall be immediately brought to the attention of the owner, who will be solely responsible for any required abatement and/or removal of the materials in full compliance with applicable laws and regulations.

# **Appendix B**

*Signature Page*

# Signature Page

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Duluth Public Schools, ISD 709 Education Center Improvement Project  
Commissioning and Technical Services  
04/01/2025

## Proposal Terms

Terms on payment of services are delineated in the proposal dated 04/01/2025.

Signature includes acceptance of the attached proposal, fee schedule, and general conditions.

## Authorization to Proceed

We appreciate the opportunity to present this proposal for Commissioning and Technical Services. Please sign and return both copies of this document to our office. Upon receipt of both signed copies, a fully executed original copy will be forwarded back to you for your records. We will begin the project at the time of signature acceptance of this proposal.

\* \* \*

Please proceed according to the above stated terms, attached general conditions and the proposal.

Independent School District 709

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authorized Signature

ICS Consulting, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name


\_\_\_\_\_  
Authorized Signature

## COW Agenda Cover Sheet

**Meeting Date:** Thursday, June 12th

**Topic:** ISD 709 Language Access Plan

**Presenter(s):** Adelle Wellens, Jackie Otway

**Attachment:**  Language Access Plan COW Presentation 6.12.25

 Duluth Public Schools Language Access Plan 25-26

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

This agenda item proposes the adoption of a comprehensive Language Access Plan (LAP) for our school district. The LAP is designed to ensure equitable access to all school programs, services, and activities for students and families who have limited English proficiency (LEP). This plan is a proactive measure to meet legal obligations under Title VI of the Civil Rights Act of 1964, and to uphold our commitment to inclusivity and student success.

**This Requires School Board Approval:** Yes

# ISD #709

# Language Access Plan

Adelle Wellens and Jackie Otway

## 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.

**Duluth Public Schools is committed to ensuring that every family has equitable access to information.**

Our Language Access Plan is designated to remove language barriers and empower families who prefer to communicate in a language other than English to engage in their children’s education. This plan supports our diverse community by ensuring families can participate in school communications, events, and decision making processes, creating a more inclusive and welcoming environment for all.

**More than 27 languages are spoken in Duluth Public Schools homes.**

Spanish and Mandarin are the most common after English.

---

**123B.32 LANGUAGE ACCESS PLAN.**

**Subdivision 1. Language access plan required.** Starting in the 2025-2026 school year, during a regularly scheduled public board hearing, a school board must adopt a language access plan that specifies the district's process and procedures to render effective language assistance to students and adults who communicate in a language other than English. The language access plan must be available to the public and included in the school's handbook.

**Subd. 2. Plan requirements.** The language access plan must include how the district and its schools will use trained or certified spoken language interpreters for communication related to academic outcomes, progress, determinations, and placement of students in specialized programs and services; and how families and communities will be notified of their rights under this plan.

**Subd. 3. Regular review.** The board must review the plan every two years and update the plan as appropriate

# Language Identification

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## **Parents/Guardians: Preferred Language**

- During enrollment, parents and guardians specify their preferred language, which is recorded in their profile within the district's student information system.
- A flag is placed on the student's profile that an interpreter is needed, enabling staff in schools to support families who need language assistance and provide appropriate services.
- Families can update their preferred language at any time by contacting their school or updating their language in the Infinite Campus Parent Portal by going to Settings > Contact Preferences. This will change their preferred language in ParentSquare.

## **Students: English Learner (EL) Identification**

- All families complete the Minnesota Language Survey (MNLS) during enrollment, which identifies a student's language experiences through parent or guardian responses.
- If the survey indicates a potential English Learner, the district administers a state-approved language proficiency assessment to determine whether English language development services are needed and identify the student with EL status.
- Families are notified in the required timeline if their child qualifies for EL services using the District's Parent Notification Form. The notification includes the amount of time and type of EL service the child receives and shares the right to refuse service.
- Detailed information about ELD services can be found at the [ISD 709 English Language Development webpage](#).

# Communication Support

## I Need Assistance Cards

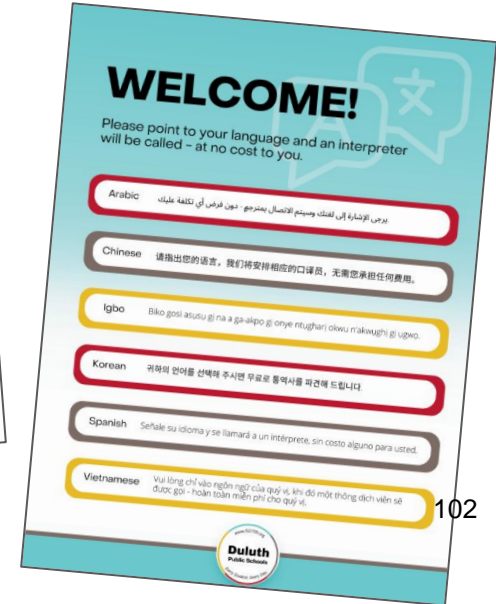
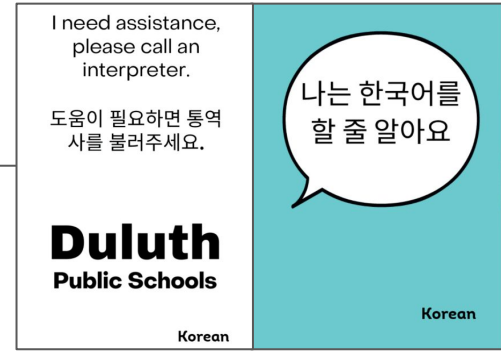
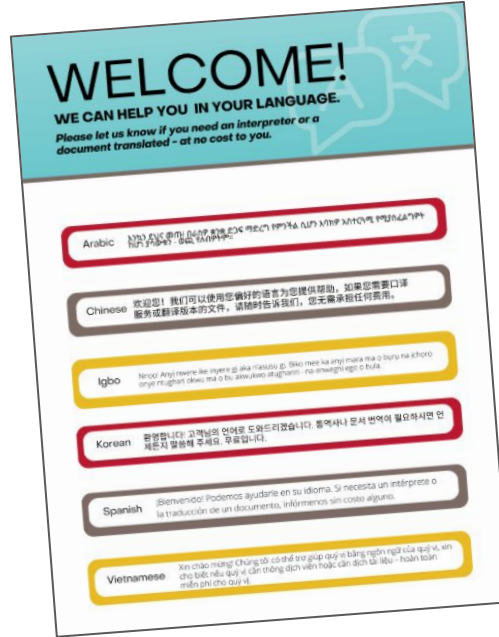
Each school has small cards requesting assistance in the district's top eight languages. Families can present these cards to request language services.

## We Can Help Posters

Signs informing individuals about their right to request interpreters or translation services are posted near each school's main entrance.

## Point To Your Language Signs

The top eight languages in our district are represented. Posters at each school's front desk also allow individuals to indicate their language, enabling staff to arrange appropriate services.



# Resource Web Pages

---

**Spanish and Mandarin (Standard Chinese) are Duluth Public Schools' most spoken languages after English. Therefore, we have decided webpages for Spanish-speaking and Mandarin-speaking families to provide essential information and resources, including:**

- Forms to request an interpreter or assistance
- How to translate the website instructions
- Student Handbook
- Enrollment procedures
- Health and mental health resources
- Nutrition services information
- Transportation information
- English Learner Program Information
- Guide to School for Families New to the Country
- District Calendar
- Guides to help families use school platforms (Canvas, Parent Portal, ParentSquare)

# Interpretation and Translation Services

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**Duluth Public Schools offers interpretation through over-the-phone interpreting (OPI), scheduled or on-demand video-remote interpreting (VRI), and in-person interpreting (spoken and/or ASL).**

An interpreter request form is posted in the district website under the English Language Development (ELD) program page. Staff and families can request an interpreter here. Currently ELD teachers receive this notification and request interpretation services through Clarity For All.

To improve access to interpretation services, instructions for requesting an interpreter directly through Clarity for All are provided, along with recommendations and guidelines for ethical and equitable use.

Website and Digital Communication Translation is available through Alboum Translation. Families can request document translation by contacting their school or school counselor.



# Support for Staff and Families

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- **English Language Development (ELD) Professionals:** Highly qualified, ELD licensed teachers provide multilingual learners additional instruction in English language development to ensure students can access grade-level content knowledge.
- **Integration Specialists:** Duluth Public Schools employs Integration Specialists to support our diverse community, helping families feel included and empowered to engage in their children's education.
- **Adelle Wellens, Communications Officer:** Adelle Wellens is the district's website administrator and is in charge of the district wide communication platform, ParentSquare. She has worked with Alboum Translation Services in the past.



## Questions?

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

# Duluth

## Public Schools



# Language Access Plan

# DULUTH PUBLIC SCHOOLS LANGUAGE ACCESS PLAN

Duluth Public Schools is committed to ensuring that every family has equitable access to information. Our Language Access Plan is designed to remove language barriers and empower families who prefer to communicate in a language other than English to engage in their children’s education. This plan supports our diverse community by ensuring families can participate in school communications, events, and decision making processes, creating a more inclusive and welcoming environment for all.

More than 27 languages are spoken in Duluth Public Schools homes. Spanish and Mandarin are the most common after English. Visit [isd709.org/language](http://isd709.org/language) for more information about our language services.

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## PURPOSE AND AUTHORITY

This Language Access Plan is intended to align with [Minn. Stat. § 123B.32](#) and [Title VI of the Civil Rights Act of 1964](#), which require school districts to provide/utilize processes and procedures that effectively assist students and adults who communicate in a language other than English. The Language Access Plan provides information about the Language Access tools, processes, and resources available for students, families, and staff in ISD 709.

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# DEFINITIONS

**Bilingual staff** are fluent in multiple languages but are not trained interpreters. They can assist with simple tasks (helping with forms/relaying basic messages) but should not interpret or be pulled from primary duties.

**English Language Development (ELD)** is a program in ISD 709 that provides academic English language support to multilingual learners.

**English Learner (EL)** is a student whose primary language is not English and requires language support.

**Interpretation** is rendering a spoken or signed communication from one language into another.

**Language Access Plan** is a written document that describes how our district will provide services, processes and procedures to render effective language assistance to students and families who prefer to communicate in a language other than English.

**Language access** refers to services and resources that enable timely and meaningful communication between English speakers and those who speak other languages.

**Multilingual Learner** is a broad category that includes students who were never identified for English Learner (EL) status, students currently receiving ELD instruction, and those who used to have EL status.

**Preferred Language** is the language in which parents or guardians request services, resources, and communications from schools and the district.

**Qualified Interpreters** are trained professionals who follow the National Code of Ethics and Standards to facilitate communication between individuals who do not share a common language.

**Translation** is converting written text from one language into written text in another, maintaining the original material's intended meaning. For languages that rely on an oral tradition (i.e., Somali), an oral interpretation may be used in place of written translation.

**Vital documents** refer to materials essential to a family's ability to access ISD 709 services. [Full definition.](#)

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# LANGUAGE IDENTIFICATION

## Parents/Guardians: Preferred Language

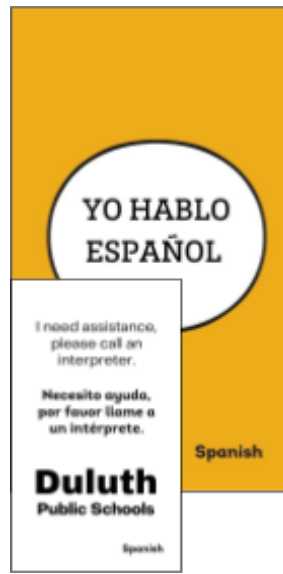
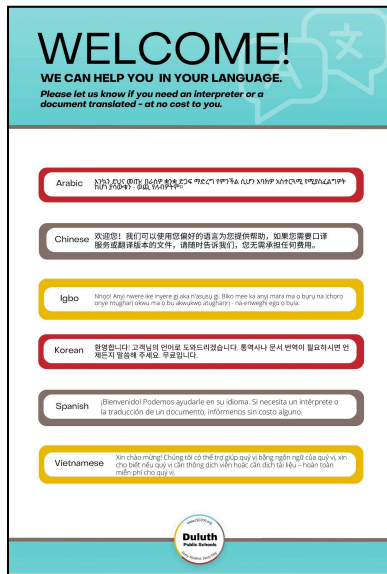
During enrollment, parents and guardians specify their preferred language, which is recorded in their profile within the district's student information system. A flag is placed on the student's profile that an interpreter is needed, enabling staff in schools to support families who need language assistance and provide appropriate services. Families can update their preferred language at any time by contacting their school or updating their language in Infinite Campus's Parent Portal by going to Settings > Contact Preferences. This will change their preferred language in ParentSquare.

## Students: English Learner (EL) Identification

All families complete the Minnesota Language Survey (MNLS) during enrollment, which identifies a student's language experiences through parent or guardian responses. If the survey indicates a potential English Learner, the district administers a state-approved language proficiency assessment to determine whether English language development services are needed and identify the student with EL status. Families are notified in the required timeline if their child qualifies for EL services using the District's Parent Notification Form. The notification includes the amount of time and type of EL service the child receives and shares the right to refuse service. Detailed information about ELD services can be found at the [ISD 709 English Language Development webpage](#).

# NOTICE OF LANGUAGE SERVICES

Duluth Public Schools is proud to provide language services. Families are informed of language services through school newsletters, printed flyers, Student Handbook and webpages. Examples include:



## I Need Assistance Cards

Each school has small cards requesting assistance in the district's top eight languages. Families can present these cards to request language services.

## We Can Help Posters

Signs informing individuals about their right to request interpreters or translation services are posted near each school's main entrance.

## Point To Your Language Signs

The top eight languages in our district are represented. Posters at each school's front desk also allow individuals to indicate their language, enabling staff to arrange appropriate services.

## English Language Development webpage

Find information about English Language Learner identification, request language services, entrance and exit procedures, and other frequently asked questions.

## Spanish & Mandarin Resource Pages

Spanish and Mandarin (Standard Chinese) are Duluth Public Schools' most spoken languages after English. Therefore, we have decided webpages for Spanish-speaking and Mandarin-speaking families to provide essential information and resources, including:

- Forms to request an interpreter or assistance
- How to translate the website instructions
- Student Handbook
- Enrollment procedures
- Health and mental health resources
- Nutrition services information
- Transportation information
- English Learner Program Information
- Guide to School for Families New to the Country
- District Calendar
- Guides to help families use school platforms (Canvas, Parent Portal, ParentSquare)

# INTERPRETATION

Interpretation from qualified interpreters is available for communications related to academic outcomes, progress, determinations, and placement of students in specialized programs and services, as well as conferences, enrollment, informational meetings, and more.

**Duluth Public Schools offers interpretation through** over-the-phone interpreting (OPI), scheduled or on-demand video-remote interpreting (VRI), and in-person interpreting (spoken and/or ASL).

Clarity Interpreting Services is available online at [clarity4all.com](https://clarity4all.com) and 24 hour phone services available at 218-340-6526.

For interpretation in American Sign Language (ASL), contact Julie Guddeck or fill out our [interpreter request form](#).

## How to access interpretation services

### Staff who need an interpreter:

1. **Assess the Need:** Determine the specific event details (date, time, location, duration) requiring an interpreter.
2. **Connect with Clarity For All:** Submit a request through the Clarity Interpreting Services online portal at [clarity4all.com](https://clarity4all.com) or using the [Clarity for All Interpreter Request Form](#).
  - a. **Urgent/Short Notice:** For immediate needs, call their 24-hour phone service at 218-340-6526.
3. **Provide Details and Confirm:** Clearly provide all necessary information about the interpretation needed to Clarity for All. Ensure you receive a confirmation of your booking.

### Families can request an interpreter:

- In-person or through our online [interpreter request form](#).

### Important Guidance:

- **Reliance on untrained students, siblings, friends, or staff to interpret is not acceptable.** Students and untrained adults should not act as intermediaries in parent/guardian communication, as it may lead to misunderstandings.
- **Request in Advance:** Provide as much notice as possible to the interpreter and family in need of services.
- **Be Clear and Complete:** Give accurate details (date, time, location, purpose, language) when requesting services.
- **Maintain Confidentiality:** Treat all interpreted information as private.
- **Communicate Changes:** Inform Clarity for All immediately of any cancellations or changes.
- **It is not recommended to use on-demand phone or video interpretation services for Individualized Education Program (IEP) or student behavior meetings.** To ensure accuracy and clarity, in-person interpreters or scheduled video calls with interpreters from our approved interpretation providers should be used.

# TRANSLATION

## Website Translation

Families can view all district and school websites in their preferred language by changing their preferred language in their browser settings or by selecting their language on the website by clicking the universal translation button on the top right of the webpage. The website chatbot “Learn with EmpowerED” will respond in the language the person uses to ask their questions.

## Digital Communication Translation

Duluth Public Schools uses ParentSquare for family communication. This tool:

- Sends information in families’ preferred language (email, text, call, app notification)
- Allows families to choose their preferred language for viewing communications and respond to those communications in their preferred language.
- Enables staff to communicate with families easily in their preferred language.

## HOW TO ACCESS TRANSLATION SERVICES

### Staff who need translations:

- Translation services are available by request for required documents in most languages.
- Alboum Translation Services will translate documents for a reasonable fee.
  - <https://alboum.com/>
  - (571) 765-3060
  - [info@alboum.com](mailto:info@alboum.com)
- State required documents are usually translated into 10 different languages. They can be found on the various state websites.
  - Statewide testing: <https://education.mn.gov/MDE/fam/tests/TranslatedDocuments/>
  - Educational Benefit Application: <https://education.mn.gov/MDE/dse/FNS/SNP/proc/App/>
  - Parental Rights under IDEA: <https://education.mn.gov/MDE/fam/sped/rights/>

### Families can request translation:

- By contacting their student’s school or school counselor.

### Important Guidance:

- Reliance on unapproved automated translation tools (such as Google Translate) is not recommended.
- When families cannot read written materials, oral interpretation may be necessary.

# SPECIALIST SUPPORT

Duluth Public Schools staff are responsible for ensuring meaningful and timely access to information in individuals’ preferred languages. This includes principals, assistant principals, teachers, office staff, counselors, cultural family advocates, school nurses, district staff and all other personnel.

Duluth Public Schools has designated roles to support multilingual families.

- **English Language Development (ELD) Professionals:** Highly qualified, ELD licensed teachers provide multilingual learners additional instruction in English language development to ensure students can access grade-level content knowledge. Comprehensive supports include:
  - **Specialized Instruction:** Teach targeted lessons to strengthen multilingual learners’ English skills in listening, speaking, reading and writing.
  - **Progress Monitoring:** Monitor and report students’ language development and academic growth, ensuring their progress receives support and recognition.
  - **Family Support:** Help multilingual families navigate the school system by offering resources and guidance to reinforce learning at home.
  - **Professional Learning:** Provide teachers and school staff with strategies and resources to understand and meet the needs of multilingual learners more effectively.

- **Integration Specialists:** Duluth Public Schools employs Integration Specialists to support our diverse community, helping families feel included and empowered to engage in their children’s education.
  - **Program Support:** Integration Specialists at all site levels will provide support in Culturally Responsive in-school learning opportunities, increased student-to-teacher connections, goal monitoring and Career & College Readiness access experiences and support.
  - **Academic Support:** The Integration Specialists will provide academic and cultural enrichment support to the students on their roster that are aligned with the Multi-Tiered System of Support (MTSS) Plan based on the identified needs of each school site.
  - **Family Engagement:** Integration Specialists serve as a liaison between home and school with a focus on intentional relationship building with families/caregivers and will support diverse family engagement based on the identified needs of each site.
- **Adelle Wellens, Communications Officer:** Adelle Wellens is the district’s website administrator and is in charge of the district wide communication platform, ParentSquare. She has worked with Alboum Translation Services in the past.

## LANGUAGE ACCESS COMMUNICATION

**Duluth Public Schools actively shares the Language Access Plan to ensure families and staff are aware and have the training and resources to use it effectively.**

- **Community:** District wide communications such as newsletters, emails, and websites.
- **Staff:** All staff receive training through professional development sessions, video tutorials, and detailed step-by-step guides.
- **Families:** Language services are offered to families who indicate a preferred language other than English. Information about Language Services is shared with families through newsletters, printed flyers and posters, and the Student Handbook.

## LANGUAGE ACCESS REVIEW

**Duluth Public Schools continuously reviews and evaluates this Language Access Plan to ensure it effectively meets the needs of our diverse community.**

Feedback on the language services is collected from families and staff through surveys, focus groups, and meetings, providing valuable insights to refine and enhance the plan. The plan will be reviewed and updated by the Duluth School Board every two years.

We value your input on our language access services and are committed to providing high quality support. If you have feedback or suggestions for improvement, or if you experience challenges accessing services, please contact us at [info@isd709.org](mailto:info@isd709.org) or by mail at Duluth Public Schools, 709 Portia Johnson Dr., Duluth, MN 55811.

## **COW Agenda Cover Sheet**

**Meeting Date:** June 12, 2025

**Topic:** Student Handbook

**Presenter(s):** Jen Larva and Adelle Wellens

**Attachment:** 2025-2026 Student Handbook & Changes Summary

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

The updated student handbook for the 2025-2026 school year.

**This Requires School Board Approval :** Yes

Duluth Public Schools  
709 Portia Johnson Dr.  
Duluth, MN 55811  
[www.isd709.org](http://www.isd709.org)

student

# HANDBOOK

2025-2026



**Duluth**  
Public Schools

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# Strategic Plan

Duluth Public Schools worked on a comprehensive strategic planning process from April 2022 through May 2023. The overall process and strategic plan were with input from Duluth Public Schools students, staff, families and community members focused on future system-wide enhancement to improve outcomes for students. The planning has resulted in a 3-year operational plan, a progress monitoring schedule and a 3-year school board plan. In this document you will find our mission, vision, core values, desired daily experiences and strategic directions.

## 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.

## VISION

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

## CORE VALUES

## STRATEGIC DIRECTIONS



**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.

### Supporting Every Student:

Duluth Public Schools staff will work in collaboration to determine all students' learning, behavioral, and social-emotional strengths and challenges. We will utilize a multi-tiered system of supports to improve instructional practices to best meet the needs of every learner. Strategies will be implemented to create positive and safe learning environments. Students will be provided additional support to grow and improve through intervention and enrichment.

### Advancing Equity:

Duluth Public Schools will be a place where everyone feels a sense of belonging and accomplishment. We are committed to strengthening relationships and building trust with all communities. We are dedicated to advancing an Education Equity Framework implementation and accountability plan to increase our ability to think, behave, work, and lead with an equity mindset. As part of the plan, all staff will receive on-going diversity, equity, and inclusion training.

### Improving Systems:

Duluth Public Schools engages in continuous improvement to support services, processes, and resource allocation. Our continued focus on recruiting and retaining highly effective, dedicated, and diverse staff will ensure our ability to educate, support and inspire our students to reach their full potential. We will ensure clean, safe and appropriate learning environments. We are committed to a budget that meets the educational needs of our students through improved financial forecasting to better align our resources with our district priorities.

# Message from the Superintendent

Dear families and students,

Welcome to a new school year filled with excitement and opportunities! As we embark on this journey together, we are thrilled to see our students' smiling faces and to partner with you in their educational journey.

This year, we are placing a special emphasis on family engagement and literacy. We believe that strong family involvement is key to student success. By working together, we can create a supportive and enriching environment for all our learners.

Our goal is to ensure that every student's experience is positive, inclusive and geared toward their success.

We encourage you to stay connected with your teachers, staff and administration. Your insights and involvement are invaluable as we strive to build meaningful relationships and a positive school climate.

Best wishes for a great school year!

Sincerely,

*John Magas*

John Magas Superintendent of School



# Message from the Assistant Superintendent

Dear Students and Families,

As we embark on a new school year, I want to extend a warm welcome to all of our students, families, and staff.

At our school, we believe that every student should feel seen, heard, and valued for who they are. We recognize that our students come from diverse backgrounds and have unique experiences, beliefs, and identities. We also acknowledge that systemic barriers and discrimination continue to impact marginalized communities, and we are committed to addressing these issues.

We are also committed to ongoing dialogue and feedback from our students, families, and community members. We encourage you to share your thoughts, concerns, and suggestions with us so that we can continue to improve and grow.

At our school, we are committed to promoting diversity, equity, and inclusion in everything we do. We believe that by working together with families, we can create a school community that is truly inclusive and supportive of all students.

Thank you for your support and partnership in this important work.

Educationally yours,

*Anthony Bonds*

Anthony Bonds  
Assistant Superintendent of Teaching, Learning & Equity



# District Information

## PHILOSOPHY OF LEARNING

Duluth Public Schools strives to create a safe, equitable and welcoming environment that fosters growth in relationships, academics, social-emotional competency and life skills. We believe it is important to develop the unique potential of each student by providing quality, challenging, engaging, and differentiated instructional opportunities in order to establish a foundation for lifelong success that result in positive contributions to our community and wider society. We believe that each student, staff member, parent/guardian, and community member add value to our school community and that engagement and collaboration with all stakeholders is of utmost importance in our student's education and success. We work to ensure that we are empowering students to be leaders, problem-solvers, and innovators throughout their education. We continue to make it a priority that we are delivering flexible and culturally responsive instruction so that each student receives an education that aligns with best practice, current research, and state/national standards.

## OUR BELIEFS ABOUT AND COMMITMENTS TO EQUITY

Educational equity is the condition of justice, fairness and inclusion in our systems of education so that all students have access to the opportunities to learn and develop to their fullest potentials. The pursuit of educational equity recognizes the historical conditions and barriers that have prevented opportunity and success in learning for students based on their races, genders, sexual orientations, incomes, and other social conditions. Creating greater equitable outcomes depends upon having inclusive policies and equitable practices that represent all students and staff and provide each student and staff increased access to allow for meaningful participation in high-quality learning and working experiences where each student and staff realizes positive outcomes. We recognize the importance of continuous ongoing work to address racism, sexism, bias, and equity in district policies and practices. This is challenging work that must be of the highest priority in order for our district to achieve its vision for all.

## DULUTH SCHOOL BOARD MEMBERS

Visit [www.isd709.org/about-us/school-board](http://www.isd709.org/about-us/school-board) to access agendas and minutes as well as the Duluth School Board schedule. All School Board meetings are live streamed on the district's YouTube channel. The board can be reached at [schoolboard@isd709.org](mailto:schoolboard@isd709.org). Feel free to call 218-336-8752 or email [patricia.paquette@isd709.org](mailto:patricia.paquette@isd709.org) if you have any questions.

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TBD	American Indian Education Coordinator	TBD
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TBD	Director of Head Start and Preschool	TBD
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TBD	Elementary MnMTSS Academic and Curriculum & Instruction Coordinator	TBD
TBD	Secondary MnMTSS Academic and Curriculum & Instruction Coordinator	TBD

# PART I – INFORMATION

## Arrival and Dismissal Hours

An elementary student instructional day is from 7:45-2:15. In general student arrival will begin 15 minutes prior and bus departure begins within 10 minutes following the instructional day.

The middle school instructional day is from 8:40-3:19. The entry bell rings at 8:40 AM and bus departure is within 10 minutes following the instructional day. Any school sponsored after school activities run from 3:30-4:15 on identified days. An after school activity bus is provided and departs at 4:25. The middle school day is in an A/B block model, which can be found on the calendar.

The high school regular instructional day is from 8:50-3:29. The high schools have a 7-period day with an extended 3rd period for school announcements. Each class will be 47 minutes long.

Please see your student’s school website for specific details on the school day, arrival and dismissal procedures and after school activities.

Individual building hours are determined by event and staffing capabilities.

## Calendar

The school calendar is adopted annually by the school board. A copy of the school calendar can be found in the Appendix and on the school district’s website at [www.isd709.org/calendar](http://www.isd709.org/calendar).

## Class Assignments

Class assignments will be communicated through the Back to School information that is sent from your student’s school mid to late August. Parents can access teacher placement information in the parent portal of Infinite Campus at [duluthmn.infinitecampus.org/campus/portal/duluth.jsp](http://duluthmn.infinitecampus.org/campus/portal/duluth.jsp).

## Communications

Duluth Public Schools is committed to engaging families, students, staff and the community to ensure each child’s educational needs are met. These relationships enhance a meaningful learning environment for our children and provide a stronger community for all of us.

Principals and the district communicate to families through multiple avenues. Those include, but not limited to:

- Infinite Campus Parent Portal
- ParentSquare
- Phone Calls
- Text Messages
- Emails
- Mailings
- Newsletters
- Social Media
- Websites
- Community Conversations

## Alerts and Notifications

Duluth Public Schools utilizes calls, text messages, emails, and ParentSquare app notifications to ensure families receive important district messages. To confirm your contact information is current, please log into Infinite Campus Parent Portal. You can update your email address and cell phone number by clicking “More” in the menu and then “Family Information,” making the necessary changes, and selecting “Update” in each cell. For changes to your primary home mailing address, please contact your student’s school directly.

## Critical Incidents (Events that may impact student and staff safety)

When critical incidents occur, Duluth Public Schools acts immediately. Our response involves gathering facts, collaborating with the Duluth Police Department and other partners, and communicating thoughtfully with families. Each situation is unique and our approach is tailored to the specific circumstances. This means that not every incident will result in a district-wide notification, as we prioritize accurate and timely information distribution.

- **Gathering Facts:** School and district leadership work closely with the Duluth Police Department to thoroughly investigate all reports. Decisions are based on verified facts, not rumors. Investigations can take time, involving various steps to ensure credibility. We ask for your patience and trust during these times, as premature communication can hinder an investigation.
- **Adhering to Guidelines:** State and federal laws, alongside district policy, govern what information can be publicly shared about students and investigations.

We are committed to protecting student privacy and complying with all data practices. While we cannot disclose specific student details or disciplinary actions, please know that accountability is maintained, and support for student learning and growth remains paramount. We make decisions to keep students and staff safe, hold individuals accountable, and foster an environment where mistakes can lead to learning.

- **Distributing Messages:** Once facts are confirmed and messages are carefully prepared, we review them with partners and legal advisors to ensure accuracy and compliance. Messages are then distributed to the directly affected families or the entire school community as appropriate. We appreciate your understanding as we work diligently to provide timely and accurate updates.

## Our Request for Families

- **Trust in Our Commitment:** We extensively train and practice emergency response to ensure student and staff safety. Our decisions are fact-based and made with deep situational understanding.
- **Promote Digital Citizenship:** Engage in conversations with your children about social media responsibility and monitor their online activity.
- **Report Concerns:** Please inform us immediately of any information that could affect student or school safety. All reports are taken seriously, investigated, and addressed with appropriate action.
- **Practice Empathy:** Our staff are dedicated professionals who work tirelessly for our students. We ask for your support and understanding during critical situations.

The safety of students and staff is a top priority to Duluth Public Schools. We believe every student, every day has a right to a public education in a welcoming, safe, and nurturing environment.

## Stay up to date with the following resources

The district website offers a wealth of resources about the schools, including news, class and department information, student support services, athletic events, career center updates, academic events and more.

### District

- [isd709.org](http://isd709.org)

### Programs

- [alc.isd709.org](http://alc.isd709.org)
- [dae.isd709.org](http://dae.isd709.org)

### Elementary Schools

- [congdon.isd709.org](http://congdon.isd709.org)
- [homecroft.isd709.org](http://homecroft.isd709.org)
- [lakewood.isd709.org](http://lakewood.isd709.org)
- [lauramacarthur.isd709.org](http://lauramacarthur.isd709.org)
- [lesterpark.isd709.org](http://lesterpark.isd709.org)
- [myerswilkins.isd709.org](http://myerswilkins.isd709.org)
- [lowell.isd709.org](http://lowell.isd709.org)
- [piedmont.isd709.org](http://piedmont.isd709.org)
- [stowe.isd709.org](http://stowe.isd709.org)

### Secondary Schools

- [aeo.isd709.org](http://aeo.isd709.org)
- [denfeld.isd709.org](http://denfeld.isd709.org)
- [dultheast.isd709.org](http://dultheast.isd709.org)
- [lincolnpark.isd709.org](http://lincolnpark.isd709.org)
- [ordeaneast.isd709.org](http://ordeaneast.isd709.org)

### District News

- Facebook: [facebook.com/duluthpublicschools](https://facebook.com/duluthpublicschools)
- Instagram: [@duluthpublicschools](https://instagram.com/duluthpublicschools)
- Threads: [@duluthpublicschools](https://threads.com/duluthpublicschools)
- TikTok: [@duluth\\_public\\_schools](https://tiktok.com/@duluth_public_schools)
- Nextdoor: Duluth Public Schools
- Calendar: [isd709.org/calendar](http://isd709.org/calendar)
- News: [isd709.org/about-us/district-news](http://isd709.org/about-us/district-news)

## Contacting Your Student During the School Day

Calls to give messages to students during the school day are limited to families (parents/guardians). Messages from employers, friends, or siblings will not be delivered. Paging students for messages is restricted to passing times, and before and after school. Messages not picked up will be discarded at the end of the day. Students paged are responsible for reporting to their student center to retrieve messages. Calls directly into classrooms are reserved for emergencies only and will be routed through the health office, student’s dean, counselor, or principal’s office.

## Deliveries for Students

Deliveries to students will be accepted only from families (parents/guardians) and must be school-related items (e.g., lunches, books). Deliveries should be made to the main office or designated student delivery area. Non-school related items (e.g., food deliveries from outside vendors) or sealed packages not pre-approved by the school will not be accepted or delivered to students.

## Family Communication with Staff

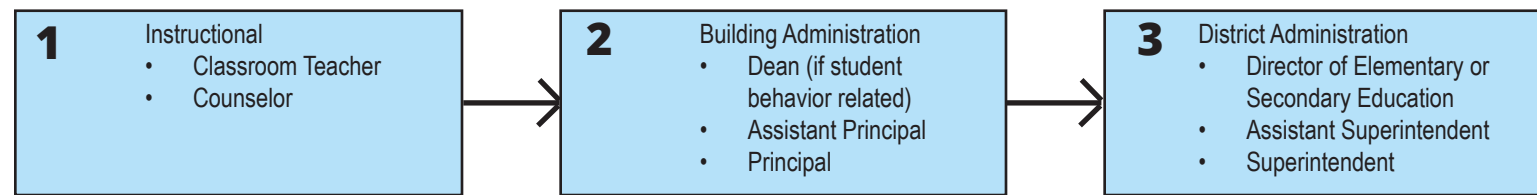
Duluth Public Schools fosters a collaborative learning environment where families, teachers, and students work together. We are committed to open communication regarding student progress, school events, and classroom activities. All staff members strive to respond to requests for information and assistance promptly and professionally.

## Tips for effective communication with teachers

- Log in to the Parent Portal to access academic and attendance information.
- Utilize ParentSquare, email, or voicemail to contact teachers. You can generally expect a response within two working days.
- Schedule a meeting in advance if you wish to discuss a matter with a teacher in person.
- Attempt to resolve any concerns directly with the teacher first. If you are not satisfied with the resolution, you are welcome to contact the building administration.

## Complaints

Students, parents/guardians, employees, or other persons may report concerns or complaints to the school district. Complaints may be either written or oral. People are encouraged, but not required, to file a written complaint at the building level where appropriate. The appropriate administrator will respond in writing to the complaining party regarding the school district's response to the complaint. Follow the order of the flow chart to have concerns addressed without delay:



Any staff member, parent or student, who feels the Student Code of Conduct was not followed properly in regards to discipline has a right to make a complaint to the Director of Elementary Teaching, Learning and Equity Brenda Spartz or Director of Secondary Teaching, Learning and Equity Jen Larva.

## E-Learning Plan

### What is an e-learning day?

- Refers to an instructional school day that takes place when students are physically not at the school due to inclement weather situations.
- Instruction and communication happens online for some students while others may have assignments and resources sent home with them.
- Teachers are available to provide assistance to students and parents via email and/or phone via voicemail.
- Up to 5 e-learning days may be used for weather related school cancellations.

### What are the goals of e-learning days?

- Provide flexible delivery of instruction to minimize the disruption to education caused by any unexpected weather related school closings.
- Enables students to apply becoming increasingly responsible for their learning.

### How will the district notify families?

Families must be notified of the plan at the beginning of the school year and prior to an e-learning day occurring. Some ways this information may be communicated are:

- Student Handbooks
- District website
- Conferences
- Open House

In addition, there will be an automated message delivered to parents via phone and/or email soon after it is determined that the district will be moving to e-learning due to inclement weather. The recorded message will state whether or not e-learning will be executed on that day. Messages will also be communicated to local news and reporting outlets to share with the schools' communities.

### How does an e-learning day work?

- Preschool students will have work assigned by their teachers, which will be age appropriate with instruction and resources sent home.
- K-5th grade students will have grade appropriate Choice Boards assigned by their teachers.
- 6-12th grade students will have a combination of work assigned for all classes scheduled for that day in either digital or hard copy formats depending on the requirements of each teacher and the status of a student's Internet access.
- Students with special circumstances and needs such as those on IEPs will be addressed by their case managers in conjunction with their classroom teacher(s).
- Teachers will be available by email and/or phone via voicemail for students and families from 9:15AM-2:15PM.
- Due dates for work completed on an e-learning day will be determined by each classroom teacher as the nature of assignments will vary.

### What happens if a family chooses not to participate on an e-learning day?

A family that chooses to not participate on an e-learning day will have their child marked as an excused absence for that day. Parents/guardians must notify their child's school that they will be absent that day.

### Internet Access

Parents and students in 6-12th grades MUST inform teachers if there is no Internet access or limited Internet access at home so required modifications to assignments can be planned prior to an e-learning day.

### Administrators are responsible for:

- Being available by phone via voicemail and/or email.
- Actively interacting and supporting teachers and parents as needed.

- Ensuring E-Learning Day Plan is posted online and communicated through newsletters.
- Monitoring teacher attendance and compliance with the E-Learning Day Plan.

### Teachers are responsible for:

- Familiarizing students with their delivery method, type of assignments, and expectations of instruction prior to an e-learning day.
- Collaborating to make sure workload is appropriate and addresses each student's needs. Homeroom, specialists, intervention, special education, and content specific teachers will all contribute to a child's instruction on an e-learning day as appropriate.
- Including elements of instruction to address the requirements of interventions, IEPs for special education students and the needs of students with 504 accommodations if applicable.
  - This should be coordinated with case managers, academic support teachers, and certified support staff (Title I, EL, intervention teachers, dean of students, social workers, counselors, school nurse).
- Being available by phone via voicemail and/or email for student and parent communication from 9:15AM to 2:15PM.
- **Grades PreK-5:**
  - Ensuring parents are informed of Choice Board use on e-learning days and that Choice Boards are uploaded on the appropriate student communication tool prior to the first e-learning day.
- **Grades 6-12:**
  - Posting assigned work in Canvas by 9:15 AM on an e-learning day, if it has not already been assigned.
  - Sharing office hours on the Canvas class page.
  - Ensuring instruction and assignments are meaningful, monitored, and important to students.
    - Must include some type of instruction; cannot be a catch-up work day
    - However, review lessons & activities are okay
    - Lessons/activities should take most students no more than 20 minutes to complete
    - Students on 504s and IEPs will follow same accommodations with e-learning activities as they would if in the classroom
  - Being aware of each 6-12th grade student's access to adequate Internet service at home.
    - With prior communication, any student without Internet access at home should receive an alternative delivery method for instruction such as paper/pen versions of digital content with any hard copy textbooks if necessary for support to complete work.
    - Teachers can also have students download content prior to leaving the day prior to an anticipated e-learning day.

### Parents are responsible for:

- Verifying student attendance according to the expectations of the teacher(s).
- Seeking clarification from teachers regarding expectations on an e-learning day.
- Informing teachers if there is not adequate Internet at home for students in grades 6th-12th as assignments may need access. Teachers can provide alternatives to digital content as well as other accommodations if necessary.
- Supporting your child at home on an e-learning day. If your child struggles with a concept or assignment and is unable to complete work, please encourage your child to communicate with the teacher, who should then follow up when returning to school.

### Students are responsible for:

- Completing and submitting work as assigned by the teacher(s).
- Accounting for their attendance according to the requirements of their grade and/or teacher(s).
- Communicating with their teacher about lack of Internet access at home for students in grades 6th-12th.

### Addition information for e-learning:

- If there are no weather related school cancellations, no part of this plan will be executed.

## Eighteen-Year-Old Students

The age of majority for most purposes in Minnesota is 18 years of age. All students, regardless of age, are governed by the rules for students provided in school district policy and this handbook.

## Employment Background Checks

The school district will seek criminal history background checks for all applicants who receive an offer of employment with the school district. The school district also will seek criminal history background checks for all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether compensation is paid. These positions include, but are not limited to, all athletic coaches, extracurricular academic coaches, assistants, and advisors. The school district may elect to seek criminal history background checks for other volunteers, independent contractors, and student employees.

## Equal Access to School Facilities

The school district has created a limited open forum for secondary students to conduct non curriculum-related meetings during non instructional time. The school

district will not discriminate against or deny equal access or a fair opportunity on the basis of the religious, political, philosophical, or other content of the speech at such meetings. These limited open forum meetings will be voluntary and student initiated; will not be sponsored by school employees or agents; employees or agents of the school will be present at religious meetings only in a non participatory capacity; the meetings will not interfere with the orderly conduct of educational activities within the school; and nonschool persons will not direct, control, or regularly attend activities of student groups. All meetings under this provision must follow the procedures established by the school district.

## Fees

Materials that are part of the basic educational program are provided with state, federal, and local funds at no charge to a student. Students are expected to provide their own pencils, pens, paper, erasers, notebooks, and other personal items. If families are unable to provide the necessary supplies please reach out to your school for assistance.

Students may be required to pay certain other fees or deposits, including (not an inclusive list):

- Admission fees or charges for extracurricular activities, where attendance is optional and where the admission fees or charges a student must pay to attend or participate in an extracurricular activity are the same for all students, regardless of whether the student is enrolled in a public or a home school.
- Cost for materials for a class project that exceeds minimum requirements and is kept by the student.
- Security deposits for the return of materials, supplies, or equipment.
- Personal physical education and athletic equipment and apparel.
- Items of personal use or products that a student has an option to purchase such as student publications, class rings, annuals, and graduation announcements.
- Field trips considered supplementary to the district’s educational program.
- Admission fees or costs to attend or participate in optional extracurricular activities and programs.
- Voluntarily purchased student health and accident insurance.
- Use of musical instruments owned or rented by the school district.
- A school district-sponsored driver or motorcycle education training course.
- Transportation to and from school for students living within 1 mile of school.
- Transportation of students to and from optional extracurricular activities or post-secondary instruction conducted at locations other than school.

Students will be charged for textbooks, workbooks, and library books that are lost or destroyed. The school district may waive a required fee or deposit if the student and parent/guardian are unable to pay. For more information, contact the building principal.

## Food in the Classrooms

As stated in District Policy 533 Wellness:

Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus. Caution will be exercised when offering foods that may cause allergic reactions or adversely impact students with health conditions, including those foods provided through:

- Celebrations and parties. A celebration or party is a special and enjoyable occasion (birthdays, holidays, etc.). The school district will provide a list of healthy party ideas to families and staff, including non-food celebration ideas.
- Classroom snacks to be distributed to the class. A snack is food eaten between meals to supplement the nutritional needs of students intended to make a positive contribution to the child’s health and diet. The school district will provide to parents, families and staff a list of suggested foods and beverages that meet Smart Snacks nutrition standards.
- Please contact your child’s teacher or building administrator for guidance on bringing food or treats to the classroom.

## Fundraising

All fundraising activities conducted by student groups and organizations and/or parent groups must be approved in advance by the school board. School District regulation 511R details the procedure for garnering approval through Business Services. Participation in non approved fundraising activities is a violation of school district policy. Solicitations of students or employees by students for nonschool-related activities will not be allowed during the school day. The fundraising request form can be found at [isd709.org/about-us/departments/business-finance](http://isd709.org/about-us/departments/business-finance).

## Gifts to Employees

Employees are not allowed to solicit gifts and are discouraged from accepting or receiving gifts from a student, parent, or other individual or organization of greater than nominal value. Parents/guardians and students are encouraged to write letters and notes of appreciation or to give small tokens of gratitude.

## Graduation Ceremony Participation and Dress Code

Student participation in the graduation ceremony is a privilege, not a right. Students who have completed the requirements for graduation are allowed to participate in graduation exercises, unless participation is denied for appropriate reasons, which may include discipline. Graduation exercises are under the control and direction of the building principal(s). Each high school will communicate the guidelines for graduation ceremonies with seniors and families.

Students enrolled in ALC or AEO but who spent most of their high school years at Denfeld and East are welcome to participate in those ceremonies. However, these students must inform Denfeld and East offices of their intent to participate no later than February 1 of the graduation year. It is important to note that the school where the student completed requirements is still the school issuing the official diploma.

The commencement dress code embraces that in all cultures, there are traditions for various celebrations of accomplishment. We recognize the many different ways families acknowledge accomplishments. The graduation commencement in our schools is no different. Our goal is to be culturally responsive to the needs of all students as we balance unique differences with the long-held traditions of graduation in the Duluth Public Schools.

- Caps, gowns, and tassels are purchased by the school. Students who purchase alternative tassels must wear one issued to them by the school during the ceremony.
- Only district approved stoles, cords, pins, and medals are permitted. These are limited to:
  - Student Service Leadership medals provided by sites.
    - Honor Society cords and/or stoles.
    - Academic honor distinctions issued by the school. These may include alternative colored tassels, pins, cords, or medals as determined by the site.
    - Stoles issued to Native American students by the American Indian Education Department.
    - Cords provided to Upward Bound participants.
    - Stoles provided by the Black Student Association.
    - Stoles provided by Military Service organizations for students who have enlisted.
- Additions of Tribal regalia, items of cultural significance, and religious items are encouraged. Examples include feathers, decorated stoles, beadwork on caps, and religious head coverings.
- American Indian students are welcomed to wear American Indian regalia, Tribal regalia, or objects of cultural significance to graduation ceremonies. No staff member is to prohibit American Indian students from the wearing of these items in accordance with Minnesota State Statute 124D.792.
- Other than exceptions previously described, the school-issued cap and gown are part of the school tradition being preserved. No decorating (sparkles, puff paint, etc.) the cap or gown until AFTER commencement.
- We will have “emergency” replacements to borrow at commencement if something happens to the school issued items or if a student is in violation of the dress code detailed here.
- Students and families are encouraged to contact the building principal well in advance of commencements with any questions.

## Holiday Celebrations and Parties

School administrators and teachers will show sensitivity to students and families with varied cultural and religious beliefs. At times, schools and classrooms may plan events and activities to celebrate heritage months and holidays. Please contact your child’s teachers for procedures in excusing students from these celebrations.

## Interviews of Students by Outside Agencies

Students may not be interviewed during the school day by persons other than a student’s parents/guardians or school district officials, employees, and/or agents, except as provided by law and/or school policy.

## Library and Media Center

The library/media center is open during regular instructional hours. Students may use the library/media center during the school day and before and after school only when a supervisor is present.

## Lunch

Lunch is to be eaten in designated areas only. Lunch times vary by classroom and/or grade level. Students will be notified of their assigned lunchtime on the first day of school. Breakfast and lunch meals, (students must take the whole meal ) will be provided for free to all students, regardless of economic status. Students may be able to purchase a second lunch or a la carte items, if available, with their positive balance meal account. Students may bring a prepared lunch from home and milk will be available for purchase to supplement lunches brought from home.

Details on negative account balances can be found in Appendix K. Any parent wishing to get a refund from a meal account or transfer it to another student, should contact Child Nutrition at [childnutrition@isd709.org](mailto:childnutrition@isd709.org). Off-campus lunch is determined by school.

## Nondiscrimination

The school district is committed to inclusive education and providing an equal educational opportunity for all students. The school district does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age in its programs and activities. The school board has designated Assistant Superintendent Anthony Bonds, 709 Portia Johnson Drive, Duluth MN 55811, 218-336-8739 as the district’s human rights officer to handle inquiries regarding nondiscrimination. 122

## Notice of Violent Behavior by Students

The school district will give notice to teachers and other appropriate school district staff before students with a history of violent behavior are placed in their classrooms. Prior to giving this notice, district officials will inform the student’s parent or guardian that the notice will be given. The student’s parents/guardians have the right to review and challenge their child’s records, including the data documenting the history of violent behavior.

## Parent and Teacher Conferences

Parent and teacher conferences will be held twice per year. Conference dates are set by individual buildings. For more information, contact the site clerical.

## Parent Volunteers

Parents/guardians are welcome in the schools and are encouraged to volunteer in their children’s classrooms. To volunteer in the school building or classroom, parents/guardians should contact the building principal. Parents/guardians who visit the school should sign in at the main school office before entering a classroom. The use of volunteers is at the discretion of each building’s professional staff. Parent volunteers will be asked to complete a background check and will be notified once they are received and reviewed. For more information, contact the building principal.

## Pledge of Allegiance

Students will recite the Pledge of Allegiance to the flag of the United States of America once a week. Any person who does not wish to participate in reciting the Pledge of Allegiance for any personal reason may elect not to do so. Students must respect another person’s right to make that choice. Students will also receive instruction in the proper etiquette toward, correct display of, and respect for the flag.

## Schedule

A schedule is needed to ensure smooth operation of the school. The daily school schedule is often building specific and within the building principal’s authority to determine. Please see your school counselor or building principal for information on daily class schedules and schedule adjustments.

## School Activities

The school district provides opportunities for students to pursue special interests that contribute to their physical, mental, and emotional health. Formal instruction is the school district’s priority.

Students who participate in school-sponsored activities are expected to responsibly represent the school and community. All rules pertaining to student conduct and student discipline apply to school activities.

All spectators at school-sponsored activities are expected to behave appropriately. Students and employees may be subject to discipline. Parents/guardians and other spectators may be subject to sanctions for inappropriate, illegal, or unsportsmanlike behavior at these activities or events.

The Duluth School District is a member of the Minnesota State High School League (MSHSL). Students who participate in MSHSL activities must abide by the MSHSL rules. The district will enforce all MSHSL rules during the school year and in the summer as applicable.

Employees who conduct MSHSL activities will cover applicable rules, penalties, and opportunities with students and parents/guardians prior to the start of an activity. For more information about the MSHSL rules and student eligibility requirements, contact your school Activity Director or refer to [www.mshsl.org](http://www.mshsl.org).

## School Closing Procedures

School may be canceled when the superintendent believes severe weather or other circumstances threaten the safety of students and employees. The decision to close or delay the start of school due to severe weather is made prior to 5 a.m. All families will receive a call, text and/or email through our emergency messaging system if school is closed or delayed. If possible, a decision will be made the night before so families, especially those with elementary age students, have enough time to make alternative plans for their children in the event of weather-related school closings. Please visit [www.isd709.org/weather](http://www.isd709.org/weather) for more information.

## School Resource Officers

Duluth Public Schools contract with the Duluth Police Department to have a school resource officer at each of our high schools and middle schools. The school resource officers are commissioned Duluth police officers and are required to visit all of our school sites to build relationships with students and be available during emergency situations. Duluth Public Schools will review the impacts of the program on the district and students on a yearly basis. For more information

visit [isd709.org/about-us/school-resource-officers](http://isd709.org/about-us/school-resource-officers).

## Searches

In the interest of student safety and to ensure that schools are drug free, district authorities may conduct searches. Students violate school policy when they carry contraband on their person or in their personal possessions or store contraband in desks, lockers, or vehicles parked on school property. “Contraband” means any unauthorized item, the possession of which is prohibited by school district policy and/or law. If a search yields contraband, school officials will seize the item(s) and, when appropriate, give the item(s) to legal officials for ultimate disposition. Students found to be in violation of this policy are subject to discipline in accordance with the school district’s “Student Discipline” policy, which may include suspension, exclusion, expulsion, and, when appropriate, the student may be referred to legal officials.

## Lockers and Personal Possessions Within a Locker

Under Minnesota law, school lockers are school district property. At no time does the school district relinquish its exclusive control of lockers provided for students’ convenience. School officials may inspect the interior of lockers for any reason at any time, without notice, without student consent, and without a search warrant.

Students’ personal possessions within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student’s personal possessions, the school officials will provide notice of the search to students whose lockers were searched, unless disclosure would impede an ongoing investigation by police or school officials.

## Desks

School desks are school district property. At no time does the school district relinquish its exclusive control of desks provided for students’ convenience. School officials may inspect the interior of desks for any reason at any time, without notice, without student consent, and without a search warrant.

## Personal Possessions and Student’s Person

The personal possessions of a student and/or a student’s person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

## Vehicles on Campus

### Patrols and Inspections

School officials may conduct routine patrols of student parking lots and other school district locations and routine inspections of the exteriors of the motor vehicles of students. Such patrols and inspections may be conducted without notice, without student consent, and without a search warrant.

### Search of the Interior of a Student’s Motor Vehicle

The interior of a student’s motor vehicle, including the glove and trunk compartments, in a school district location may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. The search will be reasonable in its scope and intrusiveness. Such searches may be conducted without notice, without consent, and without a search warrant. A student will be subject to loss of parking privileges and to discipline if the student refuses to open a locked motor vehicle or its compartments under the student’s control upon a school official’s request.

## Student Publications and Materials

The school district’s policy is to protect students’ free speech rights while, at the same time, preserving the district’s obligation to provide a learning environment that is free of disruption. All school publications are under the supervision of the building principal and/or sponsor. Non-school-sponsored publications may not be distributed without prior approval.

## Distribution of Non-school-Sponsored Materials on School Premises

The school district recognizes that students and employees have the right to express themselves on school property. This protection includes distributing non-school-sponsored material, subject to school district regulations and procedures, at a reasonable time and place and in a reasonable manner. For detailed information, see the complete “Distribution of Non-school-Sponsored Materials on School Premises by Students and Employees” policy (Appendix B).

## School-Sponsored Media

The school district may exercise editorial control over the style and content of student expression in school-sponsored media as defined in policy 12312 and

# PART II — ACADEMICS

activities. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies. Students producing official school publications and participating in school activities will be under the supervision of a faculty advisor and the school principal. “Official school publications” means school newspapers, yearbooks, or material produced in communications, journalism, or other writing classes as part of the curriculum. Expression in an official school publication or school-sponsored activity is prohibited when the material:

- is obscene to minors;
- is defamatory;
- is profane, harassing, threatening, or intimidating;
- constitutes an unwarranted invasion of privacy;
- violates federal or state law;
- causes a material and substantial disruption of school activities;
- is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
- advertises or promotes any product or service not permitted for minors by law;
- expresses or advocates sexual, racial, or religious harassment or violence or prejudice; or
- is distributed or displayed in violation of time, place, and manner regulations.

Expression in an official school publication or school-sponsored activity is subject to school district editorial control over the style and content when the school district’s actions are reasonably related to legitimate pedagogical concerns. Official school publications may be distributed at reasonable times and locations.

## Student Records

Student records are classified as public, private, or confidential. State and federal laws protect student records from unauthorized inspection or use and provide parents/guardians and eligible students with certain rights. For the purposes of student records, an “eligible” student is one who is 18 or older or who is enrolled in an institution of post-secondary education. For more information on the rights of parents/guardians and eligible students regarding student records, see “Student Records” (Appendix C). A complete copy of the school district’s “Protection and Privacy of Pupil Records” policy may be obtained at the Office of the Superintendent or on the website at [www.isd709.org/about-us/policies](http://www.isd709.org/about-us/policies).

## Student Surveys

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. For complete information on the rights of parents/guardians and eligible students about conducting surveys, collection and use of information for marketing purposes, and certain physical examinations, see “Student Surveys” (Appendix D). A complete copy of the school district’s “Student Surveys” policy may be obtained at the Office of the Superintendent or on the website at [www.isd709.org/about-us/policies](http://www.isd709.org/about-us/policies).

## Transportation of Public School Students

The school district will provide transportation, at the expense of the school district, for all resident students who live one mile or more from the school. Transportation will be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break, except in certain circumstances. The school district will not provide transportation for students whose transportation privileges have been revoked or have been voluntarily surrendered by the students’ parent or guardian. See additional discipline procedures in the Code of Conduct section.

## Extracurricular Transportation

The school district may provide transportation for students to and from extracurricular activities. To the extent the school district provides extracurricular transportation, the district may charge a fee for transportation of students to and from extracurricular activities and optional field trips at locations other than school.

## Video and Audio Recording

### School Buses

All school buses used by the school district may be equipped for the placement and operation of a video camera. The school district will post a notice in a conspicuous location informing students that their conversations or actions may be recorded. The school district may use a video recording of the actions of student passengers as evidence in any disciplinary action arising from the students’ misconduct on the bus.

### Places Other Than Buses

The school district buildings and grounds may be equipped with video cameras. Video surveillance may occur in any school district building or on any school district property. Video surveillance of locker rooms or bathrooms will only be utilized in extreme situations, with extraordinary controls, and only as expressly approved by the superintendent.

## Academic Dishonesty

Cheating and plagiarism are prohibited. Students who cheat or commit plagiarism on any test or assignment may be given a failing grade for that test or assignment and will be disciplined in accordance with the school district’s “Student Discipline” policy (Appendix E).

## Alternative Educational Opportunities

Some students may be at risk of not continuing or completing their educational programs. The school district provides alternative learning options for students at risk of not succeeding in school. Alternative educational opportunities may include special tutoring, diversified curriculum and instruction, instruction through electronic media, special education services, homebound instruction, and enrollment in an alternative learning center, among others. A list of the alternative learning options is available on the district’s website at [www.isd709.org/academics/special-education](http://www.isd709.org/academics/special-education) and/or [alc.isd709.org](http://alc.isd709.org). Students and parents/guardians with questions about these programs should contact the Special Services or ALC.

## Classwork and/or Homework

Classwork and/or homework assignments vary by grade-level and subject area. The school district asks parents/guardians to encourage their child(ren) to complete homework thoroughly and promptly. Questions about student homework should be directed to classroom teachers.

## Dropping Classes or Removing a Student from Class

- Semester Courses (such as Health, Physical Education, Psychology)
  - » Students will have ten school days after the start of the first grade period to drop without penalty.
- Sequential / Yearlong Semester Courses (such as English, Geometry, American History)
  - » 1st and 2nd Semester: Students will have ten school days after the start of the first grade period to drop without penalty.

Students who drop a class after the deadline above will have a transcript with a record of their credit(s) attempted and credits earned. The student will receive no credit and will receive a grade of “I”. The grade point average will be permanently affected since this would be a credit attempt, but no credit earned.

Any student removed from a class due to excessive truancies or absences will receive no credit and a permanent “I” grade. The grade point average will be permanently affected since this would be credit attempted, but no credit earned.

## E-Squared

As part of the district’s MTSS (Multiple Tiered Systems of Support) initiative to accelerate the performance of all students, we offer supplemental services in conjunction with other interventions and extensions for 3rd-5th grade students throughout the district. We use universal screeners to identify the highest 10% of grades 3-5 at each elementary site in math and ELA (English Language Arts). We then provide at least 10 hours per qualified subject area of intervention courses. These subject specific units offer project-based learning opportunities that focus on extending the grade- level standards and allow students the opportunity to collaborate, communicate and think critically with a small cohort of high achieving peers. All students have the opportunity to qualify for either or both math and ELA services.

## English Language Learner Program

The English Language Learner (ELL) Program serves students who:

1. First spoke a language other than English, come from homes where a language other than English is usually spoken, or do not use English as a primary language
- AND -**
2. Lack the necessary English skills to fully participate in classes taught in English

If you think your child requires ELL services, please contact your student’s building principal. Immersion Language Programs

### Immersion Language Programs

Duluth Public Schools is providing high quality language instruction in two different elementary immersion programs. Families interested in enrolling their child/children in the Misaabekong Ojibwe Immersion Program or Nueva Vision Spanish Immersion Program should contact the Immersion Coordinator for the

specific language program. Please see the Misaabekong Immersion website: <https://www.isd709.org/academics/k-12-curriculum-and-instruction/misaabekong> or the Nueva Vision Language Immersion website: <https://www.isd709.org/academics/k-12-curriculum-and-instruction/nueva-vision>.

## Extended School Year Opportunities

The school district provides extended school year opportunities to a student who qualifies through an Individualized Education Program (IEP) if the student's IEP team determines the services are necessary during a break in instruction in order to provide a free and appropriate public education. For more information on extended school year opportunities for students with an IEP, contact the student's case manager.

## Field Trips

Extended student learning may be offered through field trips. Students will not be required to pay for instructional trips that take place during the school day, relate directly to a course of study, and require student participation. Supplemental field trips are voluntary and there may be a fee for students to participate.

## Grades

### Elementary Report Card

Duluth Public Schools implements a standards based report card for elementary students. Report cards are issued once each semester. Family Report Card Guides and activities that can be done at home to support learning are available for grades K-5 at your child's school or online at [www.isd709.org/academics/k-12-curriculum-and-instruction/grading-and-reporting](http://www.isd709.org/academics/k-12-curriculum-and-instruction/grading-and-reporting). The report cards are designed to report on each child's performance in relation to specific criteria. The goals of standards based report cards include the ability to:

- Reflect academic achievement
- Provide meaningful feedback
- Be honest, fair, transparent, credible, useful, and user friendly
- Be aligned with the Duluth Public Schools curriculum
- Reflect consistency among courses, grade levels, departments, and schools
- Separate non-academic factors like participation or effort

The following numbers and descriptors are used to report progress:

#### 4 — Mastering

The student exhibits knowledge and understanding of the concepts, skills, and processes the standard requires and can readily apply this knowledge in a variety of settings.

#### 3 — Meeting

The student has a thorough knowledge, understanding, and application of the concepts, skills, and processes the standard requires. A score of three meets grade level expectations.

#### 2 — Developing

The student is gaining understanding of the concepts, skills, and processes the standard requires, but has not been able to consistently demonstrate the learning.

#### 1 — Beginning

The student is just starting to understand the concepts, skills, and processes the standard requires and needs consistent support.

### Middle School Report Card

Students in grades 6-8 receive letter grades to report academic progress. Report cards for grades 6-8 are issued four times per year. You may access your student's grades by going to: <https://duluthmn.infinitecampus.org/campus/portal/duluth.jsp>.

- The middle school follows a 7-period schedule with a modified block schedule 2 days per week.
- AREA and Advisory participation is a mandatory part of every student's schedule. It is an abbreviated class and may not be replaced by an online learning class.
- OEMS & LPMS physical education, music, Skills for Success and Computer classes are considered ½ semester classes since they meet every other day.

### High School Report Card

Students in grades 9-12 receive letter grades to report academic progress in the following manner, exceptions may be given for Honors, AP, or CITS classes.

- Report cards for grades 9-12 are issued four times per year.
- Credit is awarded at the semester level.
- A student's Grade Point Average (GPA) is calculated using whole grades, meaning plus and minus do not impact GPA.
- A full schedule for grades 9-11 is six credit bearing courses per semester, for grade 12 is five credit bearing courses
- A student may participate in 50% online learning courses and still be considered enrolled in their resident district.
- You may access your student's grades by going to: <https://duluthmn.infinitecampus.org/campus/portal/duluth.jsp>.

Families can monitor current scores through the Canvas learning management system. For specifics on course grading, please refer to the course syllabus or cooperating postsecondary institution for details.

There are a few exceptions in high school concurrent and dual enrollment classes where letter grades may be required and high schools must work with their post-secondary partners on completion requirements. Please refer to your school for more information.

### Middle School and High School Grades

The following percentages are used for both middle and high school grading:

A	(90-100%)	Excellent
B	(80-89%)	Very Good
C	(70-79%)	Satisfactory
D	(60-69%)	Passed
F	(Below 60%)	Fail

## Graduation Requirements

Students must meet all course credit requirements and graduation standards, as established by the state and the school board, in order to graduate from Duluth Public Schools. Graduating high school students need 23 credits. Specific requirements are listed below, with a complete listing of requirements to be found at [www.isd709.org/academics/k-12-curriculum-and-instruction/course-offerings](http://www.isd709.org/academics/k-12-curriculum-and-instruction/course-offerings).

MINIMUM GRADUATION REQUIREMENTS							
<b>Class of 2026: minimum credits needed to graduate - 23.0</b>							
<b>Class of 2027: minimum credits needed to graduate - 23.5</b>							
<b>Class of 2028 and beyond: minimum credits needed to graduate - 24.0</b>							
<b>English Language Arts</b> 4.0 credits	<b>Social Studies</b> 3.5 credits	<b>Math</b> 3.0 credits	<b>Science</b> 3.0 credits	<b>Arts</b> 1.0 credit	<b>Health</b> .5 credits	<b>Physical Education</b> .5 credits	<b>Elective</b> 7.0+ credits

Students who begin grade 9 in the 2024-2025 school year and later must successfully complete a course for credit in personal finance in grade 10, 11, or 12.

In Minnesota, students are required to complete two kinds of requirements by the time they graduate. Students must:

- Satisfactorily complete all state academic standards or local academic standards where state standards do not apply.
- Satisfactorily complete the state course credit requirements under Minnesota Statutes, section 120B.024.

Students with an individualized education program (IEP), Section 504 accommodation plan, or is a multilingual learner enrolled in the English Language Learner program may be eligible for testing accommodations, modifications, and/or exemption. For additional information, see the counselor or principal at your child's school.

### Early Graduation

Students may be considered for early graduation after meeting the conditions provided in school district policy.

### Graduation Procedures

- Duluth Public Schools students attending AEO or ALC may request to walk through the graduation ceremony where they previously attended prior to enrolling in AEO or ALC
- AEO and ALC staff will request information from their students regarding where the students plan to walk at the end of Semester 1
- ALC principal will provide the names of students at the start of Semester 2 to East or Denfeld in order to order graduation materials for students
- Final grades for AEO and ALC students must be to Denfeld and East by 8:00am Monday the week of graduation
- Students will receive a diploma from the school they attend at least 50% the last semester of 12th grade year

## Multi-Tiered System of Supports (MTSS)

Duluth Public Schools implements a Multi-Tiered System of Supports to ensure needs of all learners are addressed. Every school has a team of staff dedicated to supporting student success. There are academic, social, emotional, and behavioral supports available at each school. Contact your child’s teacher or principal for more information.

## Parent Right to Know

If a parent requests it, the school district will provide information regarding the professional qualifications of his/her child’s classroom teachers, including, at a minimum, the following:

1. Whether the teacher has met state qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
2. Whether the teacher is teaching under emergency or other provisional licensing status through which state qualification or licensing criteria have been waived;
3. The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree;
4. Whether the student is provided services by paraprofessionals and, if so, their qualifications.

In addition, the school district will provide parents with information as to the level of achievement of their child in each of the state academic assessments. The school district will provide notice to parents if their child has been assigned to, or taught for four or more consecutive weeks by, a teacher who is not highly qualified.

## Postsecondary Enrollment Options (PSEO)

Tenth, eleventh, and twelfth grade students may apply to enroll in Postsecondary Enrollment Options (PSEO) and other advanced enrichment programs. General up-to-date information about the PSEO program will be published on the district’s website and in materials that are distributed to parents and students provided to all 8th, 9th, 10th, and 11th grade students by the earlier of (1) three weeks prior to the date by which a student must register for district courses for the following school year, or (2) March 1 of each year.

Qualifying credits granted to a student through a PSEO course or program that meets or exceeds a graduation standard or requirement will be counted toward the graduation and credit requirements of the state academic standards. Interested students must fill out an application form and submit it to the school counseling office by October 30 or May 30 to indicate the pupil’s intent to enroll in postsecondary courses during the following academic term. A pupil is bound by notifying or not notifying the district by October 30 or May 30 for enrollment the following school year. The application form must be signed by the student and his/her parent or guardian. Students wishing to take a PSEO course should contact their assigned school counselor.

## Promotion and Retention

All students are expected to achieve an acceptable level of proficiency. Students who achieve at an acceptable level will be promoted to the next grade level at the completion of the school year. Retention of a student may be considered when professional staff and parents/guardians feel that it is in the best interest of the student. The superintendent’s decision will be final. The district has a variety of services to help students succeed in school. For more information, contact the school principal.

## Summer School

The school district may provide summer school learning opportunities at selected sites. There may be K-5 programming at elementary schools and 6-8 programming at a middle school. Additional learning opportunities for grades 9-12 may be provided through Duluth Area Learning Center. There are two options for high school summer school: seat-based summer school or credit recovery through online classes. For more information, contact your counselor.

# PART III — RULES AND DISCIPLINE

Misbehavior by one student can disrupt the learning process for many other students. In addition, students must learn to practice good safety habits, value academic honesty, respect the rights of others, and obey the law. For detailed information on the Student Code of Conduct and consequences for violations, see the “Student Discipline” policy (Appendix E).

## Attendance

Regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability. We strive for a 90% or better consistent student for each student. For detailed information, see the “Student Attendance” policy (Appendix F).

## Bullying Prohibition

The school district is committed to providing a safe and respectful learning environment for all students. Acts of bullying, in any form, by either an individual student or a group of students, are prohibited on school district property, at school-related functions or activities, on school transportation, and by misuse of technology. For detailed information, see the school district’s “Bullying Prohibition” policy (Appendix G).

## Conduct on School Buses and Consequences for Misbehavior

**Riding the school bus is a privilege, not a right.** The school district’s general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students. The school district will not provide transportation for students whose transportation privileges have been revoked.

The school district is committed to transporting students in a safe and orderly manner. To accomplish this, student riders are expected to follow school district rules for waiting at a school bus stop and for riding on a school bus.

While waiting for the bus or after being dropped off at a school bus stop, all students must comply with the following rules:

- Get to the bus stop five minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- Respect the property of others while waiting at the bus stop.
- Keep your arms, legs, and belongings to yourself.
- Use appropriate language.
- Stay away from the street, road, or highway when waiting for the bus.
- Wait until the bus stops before approaching the bus.
- After getting off the bus, move away from the bus.
- If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- No fighting, harassment, intimidation, or horseplay.
- No use of alcohol, tobacco, or drugs.

While riding a school bus, all riders must comply with the following rules:

- Follow the driver’s directions at all times.
- Remain seated facing forward while the bus is in motion.
- Talk quietly and use appropriate language.
- Keep all parts of your body inside the bus.
- Keep arms, legs, and belongings to yourself and out of the aisle.
- Treat everyone with kindness and keep your hand to yourself..
- Keep all objects to yourself.
- Avoid eating, drinking, or use of alcohol, tobacco, or drugs.
- Do not bring any weapons or dangerous objects on the school bus.
- Take care of the bus and not damage the school bus.

Consequences for school bus/bus stop misconduct will be imposed by the school district under administrative discipline procedures. All school bus/bus stop misconduct will be reported to the school district’s transportation safety director. Serious misconduct may be reported to local law enforcement. For further information on busing behavioral procedures see under Code of Conduct section.

## Cell Phones and Other Electronic Communication Devices

The Duluth Public Schools holds high expectations for student behavior, academic integrity, and responsible use of existing and emerging technologies. Students who possess cell phones and other personal electronic devices at school or school-sponsored events shall demonstrate the greatest respect for the educational environment and for the rights and privacy of all individuals within the school community.

At Duluth Public Schools every school participates in Away for the Day, which means that students will not have access to their cell phones from first bell to last bell. We ask that families help by reinforcing this message at home. As always, our school has a landline phone in every class and office space so that a message can be delivered to a student during the day.

Students who have earbuds in, cellphones out of their locker or smart watches on during the school day will be asked to leave their devices at home for the

remainder of the quarter.

Students also are prohibited from using a cell phone or other electronic communication device to engage in conduct prohibited by school district policies including, but not limited to, cheating, bullying, harassment, and malicious and sadistic conduct. If the school district has a reasonable suspicion that a student has violated a school rule or law by use of a cell phone or other electronic communication device, the school district may search the device. The search of the device will be reasonably related in scope to the circumstances justifying the search. Students who use an electronic communication device during the school day and/or in violation of school district policies may be subject to disciplinary action pursuant to the school district’s discipline policy. In addition, a student’s cell phone or electronic communication device may be confiscated by the school district and, if applicable, provided to law enforcement. Cell phones or other electronic communication devices that are confiscated and retained by the school district will be returned in accordance with school building procedures.

Cell phone and camera use is prohibited in all bathrooms, locker rooms, and other areas where a student’s privacy could be violated.

## Dress and Appearance

The staff, students, parents, and the Duluth Public Schools community recognized the importance and necessity for students’ attire to be respectful and appropriate for school. To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently and in a manner that does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size. Duluth Public Schools expects that all students will dress in a way that is appropriate for the school day or for any school sponsored event. Student dress choices should respect the District’s intent to sustain a community that is inclusive of a diverse range of identities.

The primary responsibility for a student’s attire resides with the student and their parent(s) or guardian(s). The school district supports student attire that reflects their personal style and identity; that fosters a welcoming, safe, and respectful environment for all students, and the dress code celebrates and embraces the diversity and inclusion of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, or body type/size as long as it doesn’t interfere with the health, safety, and educational opportunities for students. Any restrictions to the way a student dresses must be necessary to support the overall educational goals of the school and must be explained within this dress code.

For detailed information on dress and appearance, see the “Student Dress and Appearance Policy” (Appendix L).

## Drug-Free School and Workplace

The possession and use of alcohol, controlled substances, and toxic substances are prohibited at school or in any other school location before, during, or after school hours. Paraphernalia associated with controlled substances also is prohibited. The school district will discipline or take appropriate action against anyone who violates this policy.

District policy is not violated when a person brings a controlled substance that has a currently accepted medical treatment use onto a school location for personal use if the person has a physician’s prescription for the substance except marijuana is not allowed on school property even if prescribed. Students who have prescriptions must comply with the school district’s “Student Medication” policy. The school district will provide an instructional program in every elementary and secondary school on chemical abuse and the prevention of chemical dependency.

## Harassment and Violence Prohibition

The school district strives to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. Detailed information on the school district’s “Harassment and Violence Prohibition” policy is included in this handbook (Appendix H).

## Harassment, Violence, and Bullying Behavior

Duluth Public Schools 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, violence, and bullying behavior

**Prevention** — Preventing harassment, violence, and bullying behavior before it happens is always best. Prevention keeps us from experiencing adverse experiences in the first place, helps us focus on teaching and learning, and is an efficient and effective use of resources. Efforts to intentionally develop a positive school climate and create positive relationships will work to prevent harassment, violence, and bullying behavior. Furthermore, academic success is directly related to school engagement and school engagement associated with peer and adult support and relationships. Nothing has a more positive impact in the life of a child than positive relationships.

**Suicide Prevention** — The mental health of students in Duluth Public Schools is important. Mental health is defined as how a person thinks, feels, and acts in regards to their emotional, psychological and social well-being. It helps determine how we handle stress, relate to others, and make choices. One way you

can maintain good mental health is by getting professional help when you need it. Sometimes a person may experience an emotional crisis and be in need of support now. The 988 Suicide and Crisis Lifeline provides free 24/7 confidential support for people in distress. If you or someone you know needs support now, call or text 988 or chat 988Lifeline.org. Duluth Public Schools, as part of state licensing, also provides educators with training opportunities to recognize the signs and symptoms of early onset child and adolescent mental illness as well as suicide prevention.

**Preparation** — Preparing students, staff, and families for adverse experiences is also an important part of creating safe and welcoming environments for everyone. We should know what to do and have a plan in place to do it well. Preparation includes teaching students about these behaviors, the roles that people fulfill in an incident, what to do, and how to report it.

**Response** — When harassment, violence, or bullying behavior is reported or witnessed, responses include telling the person to stop, creating separation and safety, investigating incidents, planning and implementing interventions, and informing others. Each situation is unique and may require different and unique interventions, including student conferencing, parent involvement, school discipline, connection to other resources, and restorative practices.

**Recovery** — Even when prevention is done well and we prepare and respond effectively, students may still benefit from support and assistance in recovering from incidents of harassment, violence, and bullying behavior. Helping students recover may look different from child to child and from school to school. Schools have resources available in a crisis and can help families connect to on-going supports in the community. All schools have co-located mental health services. The focus of recovery is to return students back to regular school activity in a safe and welcoming environment.

**Positive Behavioral Interventions and Supports (PBIS)** — Positive Behavioral Interventions and Supports (PBIS) is an evidenced-based framework for proactive teaching of social emotional and behavioral instruction as well as supporting all students’ social, emotional and behavioral needs. This approach helps schools create and sustain effective and culturally-inclusive environments that support academic and social, emotional and behavioral success for all students. Duluth Public Schools uses PBIS foundations to teach school- wide expectations and social emotional learning for all students. PBIS also positively recognizes students who meet those expectations. Additional social, emotional, or behavioral supports are provided to students as needed to ensure that students receive the services they need to meet the social emotional behavioral standards as set forth by the Minnesota Department of Education. PBIS also encourages the use of non-exclusionary discipline approaches such as utilizing a restorative approach for addressing student behavioral challenges.

Within each school, the following systems and practices are foundational to PBIS implementation:

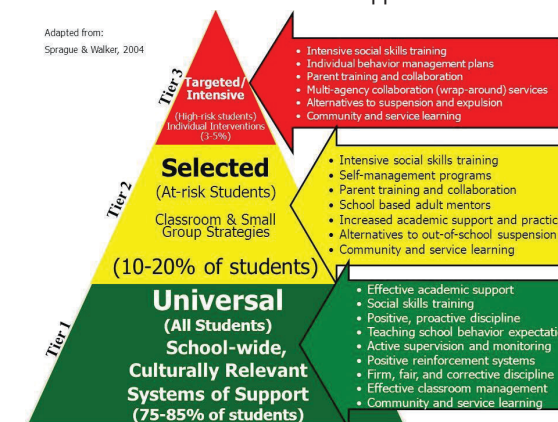
- Each school creates clear and consistent school-wide expectations that promote positive behavior. These expectations, which reflect the school community, values and culture, are defined, taught, modeled, reinforced and (when necessary) retaught.
- Schools also use data to guide how they teach and reinforce the expectations for individual students, groups of students, whole classrooms and school-wide.
- Social emotional learning skills are taught to all students.
- A continuum of evidence-based interventions is integrated and utilized to support the social, emotional, and behavioral success of all students.
- Data is used to identify students in need of additional social, emotional or behavioral support and match them to interventions or support needed.
- A school climate survey is administered twice annually in our schools to gather information from students, families, and staff in order to further develop our PBIS practices and systems to better meet the needs of our students and promote a positive school environment.
- Each school continually collects data and refines its systems and practices as needs change. The goal is to provide positive and equitable social, emotional, behavioral, and academic outcomes for all students.

**Each school designs a three-tiered system that is aligned with the district’s strategic direction:**

**Tier 1:** All students are involved in learning about the school and classroom behavior expectations as well as foundational social emotional learning skills to meet the social emotional learning competencies as laid out by the Minnesota Department of Education. Staff members teach, model and reinforce these expectations and skills throughout the course of the school year.

**Tier 2:** Some students receive additional intervention or support for their needs. This may occur at times in a small group setting or within the classroom.

**Tier 3:** A few students receive individualized or more intensive interventions and support based on their needs, after less intensive levels of intervention



have been tried.

**Restorative Practices** — Restorative Practices are both proactive as well as responsive interventions that are used to foster an equitable and positive school culture where relationships are central. Restorative practices are a continuum of support and may include things like proactive and community building circles, using affective statements in interactions, using restorative questions, responsive circles, conferencing, short impromptu conversations, thinking sheets, etc. In this approach, relationships are the most important way we learn about the world and ourselves.

Some schools are implementing Restorative Practices school-wide as a way to proactively build community among stakeholders. All schools have support staff trained in restorative practices in order to be able to respond to members of our school community when harm has been caused through utilizing a restorative approach. Restorative practices may replace traditional ways of approaching student behavior but still provide a space for accountability to occur through conversation when harm has been caused. In a restorative school community we believe:

- Everyone in the school community has something to contribute and deserves the right to be heard.
- We are all connected to one another.
- All of us want to have meaningful relationships with others.
- We all have talents and gifts we bring to school.
- It takes time, habits and support to build and maintain positive relationships.
- Learning can happen through conversation and through relationships.
- That empathy, kindness, caring, and good communication skills can develop through the use of restorative practices.

**Social-Emotional Learning (SEL)** — Social and Emotional Learning is how children and adults learn how to manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions. Departments across the district work collaboratively to support social-emotional learning. A school may choose to implement a specific Social-Emotional Learning program(s) to support academic and social success. Social-emotional learning is the process of developing the self-awareness, self-control, and interpersonal skills that are vital for school, work, and life success.

**CASEL’s definition** — We define social and emotional learning (SEL) as an integral part of education and human development. SEL is the process through which all young people and adults acquire and apply the knowledge, skills, and attitudes to develop healthy identities, manage emotions and achieve personal and collective goals, feel and show empathy for others, establish and maintain supportive relationships, and make responsible and caring decisions.

SEL advances educational equity and excellence through authentic school-family-community partnerships to establish learning environments and experiences that feature trusting and collaborative relationships, rigorous and meaningful curriculum and instruction, and ongoing evaluation. SEL can help address various forms of inequity and empower young people and adults to co-create thriving schools and contribute to safe, healthy, and just communities.

**Minnesota Department of Education has adopted CASEL’s social emotional learning 5 competencies:**

**Mental Health & Wellness** — Mental Health refers to how a person thinks, feels, and acts in regards to their emotional, psychological, and social well-being. It helps determine how we will handle stress, relate to others, and make choices. The Duluth School District supports student mental health by creating social and emotional learning opportunities in addition to supporting access to mental health services through internal supports as well through community based providers. These supports strive to create a safe learning environment, maximize collaboration between students and adults, create trusting relationships, and empower students to do their best.

**Reporting Harassment, Violence, and Bullying Behavior** — Harassment, violence, and bullying behavior is a concern across our nation and here in Duluth. Reducing this behavior is important to Duluth Public Schools and we take any allegations of this seriously.



Any time you witness or are involved in a situation involving harassment, violence, or bullying behavior it is important to report it. Help is available. Speak with your teacher, school principal, or another trusted adult at school, home, or in your community.

- If someone is hurting you verbally or physically, tell them to stop, walk away, and tell an adult
- Report it right away. A prompt response increases safety, reduces response time, and improves the results of the investigation and intervention. Reporting forms can be located at the back of this handbook or online at [www.isd709.org](http://www.isd709.org).
- Be specific. Share who was with you or might have seen something, who said or did what, and when and where it happened. Keep text messages and social media posts that contain harassing, violent, or bullying behavior so you can show them to an adult at school.

**Minnesota Law** — Minnesota has passed the Safe Schools Act.

### Hazing Prohibition

Hazing is prohibited. No student will plan, direct, encourage, aid, or engage in hazing. Students who violate this rule will be subject to disciplinary action pursuant to the school district’s “Student Discipline” policy. Please see the school district’s “Hazing Prohibition” policy (Appendix I).

### Internet, Technology, and Cell Phone Acceptable Use

All school district students have conditional access to the school district’s computer system, including Internet access, for limited educational purposes, including use of the system for classroom activities, educational research, and professional and career development. Use of the school district’s system is a privilege, not a right. Unacceptable use of the school district’s computer system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including, but not limited to, suspension, expulsion, or exclusion; or civil or criminal liability under other applicable laws.

A copy of the school district’s “Internet, Technology, and Cell Phone Acceptable Use” policy is available at the Office of the Superintendent or on the website at [www.isd709.org/about-us/policies](http://www.isd709.org/about-us/policies).

Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student’s educational data. The notice must:

1. Identify each curriculum, testing, or assessment technology provider with access to educational data;
2. Identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
3. Include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student’s educational data.

The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

Students will receive a copy of the school district’s “Internet, Technology, and Cell Phone Acceptable Use” policy and are expected to understand and agree to abide by the policy as a condition of use of the school district’s computer system. All students who wish to use the school district’s computer system must sign the Blended Learning 1:1 Agreement form annually.

### Parking on School District Property

#### Students

The school district allows limited use and parking of motor vehicles by students in school district locations subject to the following rules:

- Parking a motor vehicle on school property during the school day is a privilege;
- Parking is permitted in designated areas only, by permit. For information, contact your school.;
  - Students are not permitted to use motor vehicles during the school day in any school district locations unless permission has been granted to the student by the school administration;
  - Students are permitted to use motor vehicles on the high school campus(es) only before and after the school day;
  - Unauthorized vehicles parked on school district property may be towed at the expense of the owner or operator.

The school district may conduct routine patrols of school district properties and inspections of the exteriors of the motor vehicles of students. Interiors of students’ vehicles in school district locations may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. If a search yields contraband, school officials may seize the item and may turn it over to legal authorities when appropriate. A student who violates this policy may be subject to withdrawal of parking privileges and/or discipline according to the school district’s “Student Discipline” policy (Appendix E). Please see the parking agreement/permit application form for specific site related information.

### Tobacco-Free Schools; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices, Vaping Awareness and Prevention Instruction

School district students and staff have the right to learn and work in an environment that is tobacco free. School policy is violated by any individual's use of tobacco, tobacco-related devices, or carrying or using activated electronic delivery devices in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Students may not possess any type of tobacco, tobacco-related devices, electronic delivery devices, THC, CBD, or marijuana in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Any student who violates this policy is subject to school district discipline. For detailed information on the school district's "Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction" policy, see Appendix J. Contact the building principal if you have questions or wish to report violations.

A limited exception to the tobacco prohibition exists for adult members of an Indian tribe, as defined under Minnesota law, who may light tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony.

### Weapons Prohibition

No person will possess, use, or distribute a weapon when in a school location except as provided in school district policy. A "weapon" means any object, device, or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon. A weapon also includes look-alike weapons. Appropriate discipline and action will be taken against any person who violates this policy. The school district does not allow the possession, use, or distribution of weapons by students. Discipline of students will include, at a minimum: immediate out-of-school suspension; confiscation of the weapon; immediate notification of police; parent or guardian notification; and recommendation to the superintendent of dismissal for a period of time not to exceed one year. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully. A student who brings a firearm to school will be expelled for at least one year, subject to school district discretion on a case-by-case basis. For a copy of the "School Weapons" policy, visit [isd709.org/about-us/policies](http://isd709.org/about-us/policies).

### Standards of Conduct

Standards of conduct are developed to ensure a safe, equitable and welcoming environment that fosters growth in relationships, academics, social-emotional competency and life skills. We believe these are achieved through a culture that promotes positive relationships, mutual respect, repairing harm, and a belief in the potential of all members while engaging with families and community as partners.

Disciplinary policies within the elementary and secondary schools shall be enforced within the general guidelines as set forth in the grid below. These guidelines are designed to prevent student's inappropriate behavior from recurring through use of environmental, instructional, and/or restorative intervention and represent the majority of incidents that occur in schools. However other incidents may occur which warrant disciplinary action.

These guidelines describe the various administrative actions that may be taken for incidents that violate school district standards of conduct and/or the law. The listing of guidelines does not require that a 'step by step' progression of increasing severity be employed by an administrator when addressing an incident.

Behavioral incidents requiring Office intervention will be documented as an office discipline referral in Infinite Campus under the student behavior tab. Out of school suspension is used for the purpose of creating separation and safety for further investigation and intervention planning in response to a behavioral incident. At all age levels, use of suspension should be paired with environmental, instructional, and/or restorative intervention. For students with a history of violent behavior, staff will be notified per Policy 5022.

The Principal's discretion regarding the enforcement of policy will be used when age, culture, and development/ability are factors in behavioral issues. There should be a logical relationship between the severity of the offense and the administrative action. Behaviors are grouped into four levels for the purpose of consistency and organization. Some behaviors will be severe or egregious enough to warrant disciplinary actions corresponding with a higher level. The Assistant Superintendent will be consulted if any site desires to implement discipline which exceeds the minimum guidelines.

Busing infractions will follow the four levels listed below based on the incident and additional discipline will follow the Code of Conduct. Separately or in addition to, bus conduct can result in removal from the bus.

Students are subject to all school disciplinary actions or violations while in a school zone. A school zone is defined as an area that begins at the boundaries of the school property and extends three hundred feet from that point, or one city block, whichever is greater. This zone includes school bus stops and the area within a school bus being used to transport one or more elementary or secondary school students. This zone also includes district contract parking.

## Duluth Public Schools Major & Minor Behavior

	LEVEL	TYPE OF BEHAVIOR	ACTION	MANAGED BY
MINOR	1	Incidental Violations	Not Recorded	Staff/Teacher
	2	Minor Violations	Minor Referral Form	Staff/Teacher
MAJOR	3	Major Violations	Major Referral Form	Staff/Administration
	4	Critical Incident Violations	Major Referral Form	Administration/Office

Staff/Teacher Managed		Administration/Office Managed	
<p><b>Level 1 - Incidental</b> <i>Doesn't significantly violate the rights of others. Doesn't put others at risk. Not chronic.</i></p> <ul style="list-style-type: none"> <li>• Consensual display of affection</li> <li>• Dress Code</li> <li>• Horseplay</li> <li>• Loud noise</li> <li>• Minor arguments</li> <li>• Missing homework</li> <li>• Noise making</li> <li>• Out of seat</li> <li>• Refusal to follow directions (non chronic)</li> <li>• Running in hallway</li> <li>• Transportation (see charts below)</li> <li>• Unprepared for class</li> <li>• Unapproved Food &amp; Drink</li> </ul>	<p><b>Level 2 - Minor</b> <i>Doesn't significantly violate the rights of others. Doesn't put others at risk.</i></p> <ul style="list-style-type: none"> <li>• Academic dishonesty</li> <li>• Avoiding staff</li> <li>• Cell phone violation</li> <li>• Defiance</li> <li>• Loud noise</li> <li>• Disrespect</li> <li>• Disruption</li> <li>• Inappropriate language</li> <li>• Interruptions</li> <li>• Leaving assigned area</li> <li>• Misuse of technology</li> <li>• Property misuse</li> <li>• Refusal to follow directions</li> <li>• Refusal to participate in class</li> <li>• Transportation (see charts below)</li> </ul>	<p><b>Level 3 - Major</b> <i>Violates the rights of others. Puts self or others at risk, or chronic</i></p> <ul style="list-style-type: none"> <li>• Attendance issues</li> <li>• Bullying/Cyberbullying</li> <li>• Extortion</li> <li>• Forgery/plagiarism</li> <li>• Gambling</li> <li>• Gang display</li> <li>• Harassment</li> <li>• Hazing</li> <li>• Intimidation</li> <li>• Leaving building without permission</li> <li>• Minor property damage/vandalism</li> <li>• Photographic or recording misuse</li> <li>• Physical aggression</li> <li>• Record and identification falsification</li> <li>• Repeated or prolonged defiance or disrespect</li> <li>• Technology violation</li> <li>• Theft</li> <li>• Threats/intimidation</li> <li>• Tobacco</li> <li>• Transportation (see charts below)</li> <li>• Verbal aggression/abusive language</li> </ul>	<p><b>Level 4 - Critical Incident</b> <i>Poses a significant threat to the safety and well-being of self or others, results in serious harm or chronic. Require immediate intervention and may involve law enforcement.</i></p> <ul style="list-style-type: none"> <li>• Arson</li> <li>• Assault</li> <li>• Bomb threats</li> <li>• Fighting</li> <li>• Gang activity</li> <li>• Homicide</li> <li>• Illegal or prescription drug, alcohol THC, CBD or marijuana possession</li> <li>• Pyrotechnics</li> <li>• Robbery</li> <li>• Sexual assault</li> <li>• Significant property damage/vandalism</li> <li>• Transportation (see charts below)</li> <li>• Terroristic threats</li> <li>• Trespassing</li> <li>• Weapon possession</li> </ul>

*Note for reader: Behavior can be challenging to define & quantify. For some of these listed behaviors the severity, frequency, or duration may impact where it should be listed under. In cases that pose as challenging or confusing, please reach out to the administrator. **Just as in the Code of Conduct, administration discretion must be taken into account.***

K-3 Behavior Violations and Leveled Response				
	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Critical Incident
<b>Incident 1</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; document as a minor behavior	Conference with student; Notification of parent(s) and/or guardian(s); document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 2</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior	Conference with student; Notification of parent(s) and/or guardian(s); document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 3</b>	Behaviors are managed by the person supervising the area; a office discipline referral may be needed; consideration of parent notification and/or staff intervention	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior; possible referral to building resources	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

*\*Chronic or repeated offenses in a certain behavioral level may result in discipline listed from a higher behavioral level and/or extension of response.*

4-5 Behavior Violations and Leveled Response				
	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Critical Incident
<b>Incident 1</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; document as a minor behavior	Conference with student; Notification of parent(s) and/or guardian(s); consideration of 1 day suspension and/or restorative intervention; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-2 day suspension and/or restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

4-5 Behavior Violations and Leveled Response				
	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Critical Incident
<b>Incident 2</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior	Notification of parent(s) and/or guardian(s); consideration of 1-2 day suspension and/or restorative intervention; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-3 day suspension and/or restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 3</b>	Behaviors are managed by the person supervising the area; a office discipline referral may be needed; consideration of parent notification and/or staff intervention	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior; possible referral to building resources	Notification of parent(s) and/or guardian(s); consideration of 1-3 day suspension and/or restorative intervention; possible referral to building resources; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

*\*Chronic or repeated offenses in a certain behavioral level may result in discipline listed from a higher behavioral level and/or extension of response.*

6-12 Behavior Violations and Leveled Response				
	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Critical Incident
<b>Incident 1</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; document as a minor behavior	Conference with student; Notification of parent(s) and/or guardian(s); consideration of 1-2 day suspension and/or restorative intervention; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resource  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 2</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior	Notification of parent(s) and/or guardian(s); consideration of 1-3 day suspension and/or restorative intervention; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resource  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

### 6-12 Behavior Violations and Levelled Response

<b>Incident 3</b>	Behaviors are managed by the person supervising the area; a office discipline referral may be needed; consideration of parent notification and/or staff intervention	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior; possible referral to building resources	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resources; document as a major behavior  Consideration to refer to law enforcement	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resource  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
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\*Chronic or repeated offenses in a certain behavioral level may result in discipline listed from a higher behavioral level and/or extension of response.

### Transportation Behavior Levels and Consequences

See Major and Minor list above for offenses correlating to certain behavioral levels. The bus is a continuation of the classroom. **Note for reader:** Behavior can be challenging to define & quantify. For some of these listed behaviors the severity, frequency, or duration may impact where it should be listed under. In cases that pose as challenging or confusing, please reach out to the administrator. **Just as in the Code of Conduct, administration discretion must be taken into account.** Transportation department will notify school sites within 24 hours. School personnel may include site clericals, administration, and/or support staff.

	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Critical Incident
<b>Incident 1</b>	Addressed with de-escalation, support and/or direction	Conference with student; document as a minor behavior	Notification of School Personnel; Parent Notification; Document behavior	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-5 day bus suspension  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 2</b>	Addressed with de-escalation, support and/or direction	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Notification of School Personnel; Parent Notification; Document behavior	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-10 day bus suspension  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 3</b>	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Addressed with de-escalation, support and/or direction; and/or notification of school personnel; Document behavior; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possible 1 month bus suspension  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

<b>Incident 4</b>	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Addressed with de-escalation, support and/or direction; and/or notification of school personnel; document repeated behavior; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-10 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possibility of bus privileges being revoked for up to a school year  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 5</b>	Addressed with de-escalation, support and/or direction; and/or notification of school personnel; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document repeated behavior; Possible 1-10 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possible 1 month bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possibility of bus privileges being revoked for up to a school year  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

### Behavior Levels and Definitions

LEVEL 1
<b>Behaviors are safe but disruptive to learning and addressed with simple de-escalation, support and/or direction</b>
<ul style="list-style-type: none"> <li>Staff use school wide and classroom practices to promote the development and use of behaviors that contribute to a safe, equitable, and welcoming school</li> <li>Staff observe the behavior, use a range of strategies to support the student(s) or de-escalate the situation, determine communication and documentation</li> <li>Behaviors are managed by the person supervising the area, no office discipline referral needed - referred as 'teacher managed' or 'incidental' behavior and not addressed further in this grid.</li> </ul>
LEVEL 2
<b>Behaviors that do not significantly violate the rights of others. Doesn't put others at risk.</b>
<ul style="list-style-type: none"> <li>Staff observe behavior, use a range of strategies to support the student(s) or de-escalate the situation, gain assistance if needed, write a 'minor' office referral, and use supportive and/or restorative practice intervention as needed</li> <li>A more focused behavioral response or targeted intervention beyond response to the immediate incident may be warranted depending on the situation.</li> </ul>
Behavior and Description
<b>ACADEMIC DISHONESTY</b> - A student shall not cheat in any form on school grounds or in any school related activity. This includes plagiarizing (copying from print, the Internet, or other electronic resources, purchasing or copying another person's work, and paraphrasing without citing the source).
<b>CELL PHONES OR ELECTRONIC MOBILE DEVICES</b> - Students may not use cell phones or personal electronic mobile devices during class time unless it is determined by the teacher that it is required for curriculum/course content. Schools will not be responsible for lost, damaged or stolen devices. School administration will not spend time investigating any lost or stolen electronic devices
<b>DISRUPTIVE/DISORDERLY CONDUCT AND INSUBORDINATION</b> - A student shall not participate in actions, on or off campus, that interfere with the rights of others to an education, instruction, and/or with the effective operations of the school. Such actions include but are not limited to: Disruption: Any behavior that significantly interrupts the education, instruction or effective operations of the school and or classroom (and is not better coded as another behavior). Some examples of disruptive behavior include: Offensive language or gestures, profanity, explosive outbursts of rage. Leaving the classroom without permission or school grounds without proper authorization. Consensual intimate sexual behaviors. Distributing unauthorized materials on school property. Play-fighting, which can appear real and/or alarm students and staff and/or lead to real conflicts or injuries. Insubordination: Persistent refusal to follow school rules or regulations, persistent refusal to follow directions given by a staff member or persistent confrontational and aggressive arguing with a staff member.  This also includes: avoiding staff, inappropriate language, interruptions in class, leaving assigned areas, refusal to follow directions, and refusal to participate in class.

<b>PROPERTY MISUSE</b> - Inappropriate use of equipment and school property, such as (but not limited to) computers, textbooks, music equipment, etc
<b>MISUSE OF TECHNOLOGY</b> -This includes being off-task, treating Chromebooks carelessly and airdropping material without permission
<b>MOTOR VEHICLE INFRACTIONS</b> - 1. Parking - A student shall not park in an unauthorized area on school property or park on school property without a valid school permit, or violate any school district policy with his/her vehicle. 2. Reckless or Careless Driving - A student shall not drive on or near school property in such a manner as to endanger persons or property. 3. Student vehicles may not display or promote illegal activities or substances. This includes any symbols or graphics that are affiliated with hate groups (Example: confederate flag or swastika).
<b>LEVEL 3</b>
<b>Behavior that may be illegal, disrupts the educational environment, student learning or staff working with significant risk of/harm to self or others.</b>
<ul style="list-style-type: none"> <li>• Staff observe behavior, gain assistance, de-escalate the situation, ensure separation and safety, write office referral and use support intervention and/or restorative practice intervention as needed.</li> <li>• Out of School Suspension, if used, is for the purpose of safety and intervention planning</li> </ul>
<b>Behavior and Description</b>
<b>BULLYING</b> - Bullying means intimidating, threatening, abusive, or harming conduct that is objectively offensive and: • There is an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the behavior and • The conduct is repeated or forms a pattern; or • The conduct materially and substantially interferes with a student’s educational opportunities, performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. Note: Bullying and conflicts are different. Conflicts are to disagree, argue, or fight. Conflicts have an increased balance of power, are usually spontaneous, and mutual. See the Bullying Prohibition Policy 514 for further information.
<b>CYBER BULLYING</b> - Cyber Bullying means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data – including a post on a social network, website, or forum – that is transmitted through a computer, cell phone, or other electronic device. See “Bullying” violation or for bullying definition the Bullying Prohibition Policy 514 for further information
<b>EXTORTION</b> - A student shall not obtain property from another by verbal intimidation.
<b>FORGERY/PLAGIARISM</b> - Academic dishonesty including, but not limited to, copying the work of others on school assignments or tests and using the ideas or writings of another person without giving due credit to the creator of the work. This includes work accessed digitally.
<b>GAMBLING</b> - A student shall not gamble in any form on school grounds or at any school related activity.
<b>Gang Display</b>
<b>HARASSMENT</b> - Physical or verbal conduct that: Has the purpose or effect of creating an intimidating, hostile, or offensive work, business, or academic environment. Or, has the purpose or effect of substantially interfering with an individual’s work, business, or academic performance. Harassment may be sexual, related to “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) or general. Refer to Policy 413 and Regulation 413R Prohibiting Harassment and Violence for further information.
<b>HAZING</b> - “Hazing” means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. “Student organization” means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition. Refer to Policy 526 Hazing Prohibition.
<b>INTIMIDATION/THREAT</b> - A student shall not use words or gestures to intimidate or incite fear in another person. Note: Differentiate from harassment with consideration of any sexual comments or behavior and/or inclusion or perceived inclusion in any “protected group”. Note: As with all investigations regarding student behavior, include contextual factors and cultural considerations in the investigation, determination and resolution of any potential threat or act of intimidation.
<b>LEAVING SCHOOL BUILDING/GROUNDS WITHOUT PERMISSION</b> - Leaving school building/grounds during school hours without staff permission
<b>MINOR PROPERTY DAMAGE/VANDALISM</b> - Intentional damage to property belonging to or used by the school district. This also includes intentional damage to hardware, software or other equipment belonging to or used by the school district; or Intentional damage to the property of staff members or others.
<b>PHOTOGRAPHIC OR RECORDING DEVICE MISUSE</b> - Use of any photographic or recording device, film camera, digital camera, cell phone camera and video camera that impinges upon the rights of others is prohibited. Use of device that incites or encourages violence is prohibited. This prohibition includes the distribution of a picture(s)/recording that impinges upon the personal privacy of another. Also included is the creation, possession, or dissemination of sexually explicit images, videos, text messages or emails, usually by digital medium. Receipt of inappropriate data should be reported to Administration immediately. Use of any device in a school locker room, school bathroom or elsewhere in a way that violates the personal privacy of the individual may result in the immediate initiation of the expulsion process dependent upon severity of violation. Upon investigation by administration evidence may be reported to law enforcement and/or St. Louis County Initial Intervention Unit (IIU).
<b>PHYSICAL AGGRESSION</b> - An intentional act by a student resulting in bodily harm
<b>COMPUTER</b> - Data tampering, unauthorized use of data, violations of Policy 3187-Use Policy for Internet Access and Regulation 3187R - Internet Use Regulations (e.g. software modification or copyright violation, any attempt to install or use software that has not been approved by the district, violation of district network security, hardware damage/vandalism, etc.) is prohibited.

<b>RECORD AND IDENTIFICATION FALSIFICATION</b> - A student shall not falsify signatures or data, refuse to give proper identification, give false identification when requested to do so by a staff member, or give a false name or date of birth to police.
<b>THEFT</b> - A student shall not intentionally take, use, transfer, conceal, or retain possession of personal property of another without the other’s consent and with intent to deprive the owner permanently of possession of the personal property.
<b>THREATS/INTIMIDATION</b> - Any expression of intention to cause harm or violence to another person or another’s property that is delivered by someone in immediate physical proximity to the person being threatened. The potential for immediate harm or violence must exist.
<b>TOBACCO</b> - Smoking and the use of tobacco products or tobacco related devices including electronic cigarettes shall be prohibited on school district facilities. School district facilities include school buildings, school grounds, school owned and leased vehicles, and sites leased by the school district. No one will use tobacco products or tobacco related devices while in or on school district facilities. In addition, it is prohibited to have tobacco products or tobacco related devices in public sight while in or on school district facilities. Exception - (MN Statute 144.4169) It shall not be a violation of this policy for an American Indian adult to light tobacco in a public school as part of a traditional Indian spiritual or cultural ceremony, or to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support. It shall not be a violation of this policy for an American Indian student to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support with the permission of the student’s parent or guardian and with written or verbal notice to the site administrator or principal.
<b>VERBAL ABUSE</b> - A student shall not engage in name calling, insults, or otherwise obscene or harmful language/comments directed at someone or a group of people. Note: Need to differentiate from threats, bullying, harassment, and disruption/insubordination.
<b>LEVEL 4</b>
<b>Behaviors that pose a significant threat to the safety and well-being of self or others, or result in serious harm. These incidents often require immediate administrative intervention and may involve law enforcement depending on the specific circumstances and legal requirements</b>
<ul style="list-style-type: none"> <li>• Staff observe behavior, gain assistance, de-escalate the situation, ensure separation and safety, contact support staff and/or authorities, write office referral and use support intervention and/or restorative practice intervention as needed.</li> <li>• Out of School Suspension is used for the purpose of safety and intervention planning.</li> <li>• Consider expulsion.</li> </ul>
<b>Behavior and Description</b>
<b>ALCOHOL</b> - A student shall not possess, use, transmit, or be under the influence of alcoholic beverages of any kind: • On school grounds immediately before, during, or after school hours. • On school grounds at any time when the school is being used by any school group. • Off school grounds at a school activity, function, or event. • On any district-provided transportation. In a school zone as defined by Minnesota Statutes.
<b>ARSON</b> - 1. “Arson” is the intent or intentional destruction of or damage to any school building, school or personal property, injury to persons by means of fire or explosives. This includes all behaviors within the ‘school zone’ on school-sponsored/supervised activities. 2. Failure to exercise ordinary caution resulting in fire within any area identified in #1 above, damage to school or personal property, or injury to person(s). 3. False alarm or tampering with any part of a fire suppression system (including, but not limited to sprinklers, fire alarms, smoke detectors, fire extinguishers, or any other part of the fire suppression system). Giving a false alarm (police, fire, ambulance, 911) or tampering or interfering with any fire alarm system. 4. Matches, lighters, and other fire starting materials are not allowed on school premises.
<b>ASSAULT</b> - “Assault” is acting to cause fear in another of immediate bodily harm or death or intentionally inflicting or attempting to inflict bodily harm upon another
<b>ASSAULT SEXUAL</b> - “Sexual Assault” means “sexual contact” or “sexual penetration” without “consent,” as those terms are defined in Minnesota Statutes Section 609.341.
<b>BOMB</b> - A student shall not possess or commit crimes of violence using explosive devices including, but not limited to, bombs, grenades, rockets and mines. This also means devices that produce a chemical reaction that result in destruction
<b>BOMB THREAT</b> - A student shall not threaten directly or indirectly, to commit any crime of violence with purpose to cause an emergency response of a school building or grounds or a school-related activity.
<b>FIGHTING</b> - “Fighting” is mutual combat in which both parties have contributed to the situation by verbal and/or physical action
<b>GANG ACTIVITY</b> - Gang activity is strictly prohibited. A “gang” is herein identified as any group that participates in disruptive, intimidating, illegal, and/or violent activities as defined in this policy. This includes gang symbols, gestures, and attire.
<b>HOMICIDE</b> - A student shall not commit homicide, which means the killing of one human being by the act, procurement, or omission of another.
<b>ILLEGAL DRUG, PRESCRIPTION DRUG, THC, CBD, MARIJUANA</b> - A student shall not possess, use, transmit, or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, intoxicants of any kind, look-alike drugs, or substances that may have the appearance of an illegal substance, such as catnip, oregano, flour, saccharin, or other items or paraphernalia: • On school grounds immediately before, during, or after school hours. • On school grounds at any time when the school is being used by any school group. • Off school grounds at a school activity, function, or event. • On any district-provided transportation. • In a school zone as defined by Minnesota Statutes.
<b>CONTROLLED SUBSTANCE (Prescription)</b> - A student shall not possess, use, transmit or be under the influence of a controlled substance that is not prescribed to the student by a licensed health care professional: • In a school zone as defined by Minnesota Statutes immediately before, during, or after school hours. • On school grounds at any time when the school is being used by any school group. • Off school grounds at a school activity, function, or event. • On any district-provided transportation. Refer to Regulation 6180R – Procedures of Administration of Medication During the School Day

<b>PYROTECHNICS</b> - A student shall not possess or detonate fireworks
<b>ROBBERY</b> - A student shall not obtain property from another by use of force or threat of force.
<b>TERRORISTIC THREATS</b> - A student shall not threaten to commit any crime of violence with the purpose to terrorize another person(s).
<b>TRESPASSING</b> - A student shall not be physically present in a school building without permission, after being requested to leave by a school official, or after suspension or expulsion.
<b>VANDALISM/PROPERTY RELATED</b> - 1. A student shall not willfully cut, deface, or otherwise damage in any way any property, real or personal. This includes school buses. 2. A fee will be charged for lost or destroyed textbooks, workbooks, library books or other school property.
<b>WEAPON</b> - “Dangerous weapon” means any firearm, whether loaded or unloaded, knives, stun guns, martial arts instruments, mace, any device designed as a weapon, or any other device or instrument which in the manner it is used or intended to be used is likely to produce death or great bodily harm. This includes any lookalike object that may have the appearance of a weapon or dangerous instrument. A student shall not knowingly possess, store, handle, transmit, use, or encourage or aid any other student to possess, store, handle, or transmit these weapons in: • Any school building. • On any school premises. • On any school-provided transportation. • Off the school grounds at any school-related activity, event, or function. • In a school zone as defined by Minnesota Statutes.

## Definitions of interventions and Disciplinary Actions

**ANTECEDENT BASED & ENVIRONMENTAL INTERVENTIONS** - Ways to change the environment that promote an increase of pro-social behaviors and simultaneously reduce the possibility of challenging behaviors to occur.

**DETENTION** - A student may be asked to come before school, stay in during lunch, or remain after school by a teacher or principal for the purpose of correcting a violation. Any student who is instructed to report before or after school but is unable must obtain permission from the teacher or principal. Reasonable attempts will be made to contact parent(s) or guardian(s) prior to implementation.

**EXPULSION OR EXCLUSION** - “Expulsion” means a School Board action to prohibit an enrolled student from further attendance for up to twelve months from the date the student is expelled. “Exclusion” means an action taken by the School Board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. Expulsion and exclusion proceedings shall be in accordance with M.S. 121A.41, The Pupil Fair Dismissal Act. A School Board may expel for a period of at least one year a student who is determined to have brought a firearm to school. For the purposes of this section, a firearm is as defined in United States Code, Title 18, Section 921. In accordance with M.S. 121A.41, The Pupil Fair Dismissal Act, a student and his/her parent(s) or guardian(s) shall be served personally or by mail with notice of the expulsion hearing. The hearing will be held within ten days of service of the written note, unless continued pursuant to the statute. The recommendation of the hearing officer shall be made to the School Board within two days of the end of the hearing. The decision of the School Board shall be rendered at a special meeting within five days after receipt of the recommendation of the hearing officer. The student shall receive due process as set forth in M.S. 121A.41, The Pupil Fair Dismissal Act.

**IN-SCHOOL SUSPENSION** - An action by school administration where a child is temporarily removed from his or her regular classroom(s) but remains under the direct supervision of school personnel.

**ALTERNATIVE TO SUSPENSION** - An intensive space to support students in lieu of suspension. Programming is focused heavily on restorative interventions and social emotional learning support to provide students with skill building opportunities, de-escalation, problem-solving and harm repair. This programming could look differently based on the services needed at a school building from a very intensive space/program to a less intensive space.

**OUT-OF-SCHOOL SUSPENSION** - An action by school administration prohibiting a student from attending school for a period of no more than 10 days. Each suspension action may include a re-entry meeting and readmission plan.

**PARENT(S) OR GUARDIAN(S) CONFERENCE** - A parent(s) or guardian(s) conference is required if a student has committed a serious rule violation or has been suspended out of school. If a parent or guardian is unable to be present, the principal shall contact the parent(s) or guardian(s).

**REFERRAL TO SCHOOL BEHAVIOR TEAM OR CHILD STUDY TEAM** - Schools use a multi-tiered system of support. Students can be referred to a small school team for academic or social-emotional-behavioral interventions. The process varies a bit at each school but includes a brief meeting, determining an intervention, trying it for approximately 30 school days, and reviewing outcomes.

**REFERRAL TO COMMUNITY SERVICE(S)** - School staff may work with parents or guardians to support the consideration of accessing community services. The process of helping a family connect to a community service, sharing information (with permission), or making introductions to a community service are all part of a “referral”.

**REFERRAL TO JUVENILE AUTHORITIES** - If a student’s behavior may be a violation of law, the principal or designated representative may contact juvenile authorities or police. If the officer indicates that he/she is arresting the student, with or without a warrant, he/she shall have complete jurisdiction and responsibility in the matter and the principal shall not interfere with the student’s removal from the building. The student will, in all cases, be accorded the rights of due process.

**RESTORATIVE PRACTICES** - Restorative practices are an approach used with students that promotes inclusivity of all through relationship-building and problem-solving. Methods such as circles, restorative chats, mediations and conferencing may be used to resolve issues or conflicts as they arise and to bring those harmed, those who harmed, and their supports together to address any wrongdoings. Through this process, students are encouraged to reflect on and take responsibility for their actions and come up with plans to repair harm. Unlike punishment, when using restorative practices we attempt to resolve issues “with” students rather than doing something “to” them or “for” them.

**RISK SCREENING & REFERRAL FOR ASSESSMENT** - Students deemed to be a threat to themselves and/or others may be asked to undergo a risk screening and/or formal risk assessment by a district approved mental health professional before being readmitted to school.

**REFERRAL TO BUILDING AND DISTRICT RESOURCES** - Referral to building and district resources is to be made by school personnel, parent(s) or guardian(s), or community agencies. The parent(s) or guardian(s) shall be consulted if any special services are to be made available to a student. Reasonable attempts will be made to contact parent(s) or guardian(s) regarding referrals to building and district resources.

**REMOVAL FROM CLASS** - All students have the right to learn and teachers the right to teach. Disruption to the learning process may result in the loss of privilege to remain in the class. This removal is limited to a reasonable time-frame to be reinstated upon an agreed solution with the instructor and principal as necessary. Students shall be allowed the privilege of making up daily work, including tests and final exams, upon their return to class. Removal from class or dismissal for the day of students with disabilities is also governed by the Individuals with Disabilities Education Act, M.S. 125A.03, and Minnesota Rules. See the section of this policy entitled “Students with Disabilities.”

**TEACH / RETEACH / REINFORCE DESIRED SKILL OR BEHAVIOR** - To identify and provide instruction of new skills or behaviors to replace challenging or harmful behaviors. New behaviors are most effective when considered “functional” and meet the same needs as the challenging or harmful behavior. Reinforcement of a desired skill or behavior is anything that comes after the behavior that makes it more likely to be used again. Reinforcement may be a tangible item or activity, verbal or non-verbal recognition, the experience of learning something new, or simply meeting the initial need.

**TIER 2 FUNCTIONAL BEHAVIOR ANALYSIS AND BEHAVIOR SUPPORT PLAN** - An attempt to determine the function or purpose of a behavior through interviews, review of available information and data, and maybe observation. The idea is to then create a plan to support desired behaviors that meet the same needs in a more pro-social manner.

### ADDITIONAL INFORMATION:

**INFORMATION AND REVIEW PROCESS** – Students, parent(s) or guardian(s) who wish to discuss concerns or review disciplinary actions, except for expulsion or suspension, may request a conference with school personnel. It is recommended that conferences occur between personnel closest to the concern and be solution-based toward district aims and vision.

**SCHOOL ZONE** - Students are subject to all school disciplinary actions or violations while in a school zone. A school zone is defined as an area that begins at the boundaries of the school property and extends three hundred feet from that point, or one city block, whichever is greater. This zone includes school bus stops and the area within a school bus being used to transport one or more elementary or secondary school students. This zone also includes district contract parking.

**STUDENT CONFERENCE** - Depending on the violation and the seriousness of the action, a student may meet with the principal and/or a teacher to discuss the incident. During this conference, students may be asked to formulate a plan which addresses their behavior and a commitment to solutions for improvement

# PART IV — HEALTH AND SAFETY

## Accidents

All student injuries that occur at school, at school-sponsored activities, or on school transportation should be reported to the building nursing staff.. Parents/guardians of an injured student will be notified as soon as possible. If the student requires immediate medical attention, the principal or other district leader will call 911 or seek emergency medical treatment and then contact the parent(s).

## Asbestos Management Plan

The school district has developed an asbestos management plan. Contact the District Health, Safety, and Environmental Coordinator.

## Crisis Management

The school district has developed an Emergency Operations Plan (EOP). Each school building has its own building-specific crisis management plan, which is included as an addendum to the EOP. Students and parents will be provided with relevant information as to district- and school-specific plans via the school website Safe & Welcoming page, [isd709.org/about-us/safe-and-welcoming](http://isd709.org/about-us/safe-and-welcoming).

The EOP addresses a range of potential crisis situations in the school district. The school district has developed general crisis procedures for securing buildings, classroom evacuation, campus evacuation, sheltering, and communication procedures. The school district will conduct lock-down drills, fire drills, and a tornado drill. Building plans include classroom and building evacuation procedures.

## Emergency Contact Information

When there is an emergency within a school building or the district, parents/guardians will be notified through the district’s emergency notification mass communication system. Parents/guardians will receive a text message, phone call and email regardless of opt-out communication requests.

Please note that students can only be released to a listed Emergency Contact in the case of a reunification. For more information please see “Reunification” on the Safe & Welcoming web page: [isd709.org/about-us/safe-and-welcoming](http://isd709.org/about-us/safe-and-welcoming).

## Health Information

### First Aid

The nurse’s office in each building is equipped to handle minor injuries requiring first aid. If the nurse’s office is not open, assistance can be sought from the building’s administrative office. If a student experiences a more serious medical emergency at school, 911 may be called and/or a parent/guardian will be contacted depending on the situation.

The district has installed automated external defibrillators (AEDs) in each building. Locations of AEDs are indicated on the building map located in each entry vestibule. Tampering with any AED is prohibited and may result in discipline.

The district has naloxone (Narcan®) in each building in case of an opioid overdose. Locations of naloxone are known by trained staff. Tampering with naloxone is prohibited and may result in discipline.

### Communicable Diseases

To protect other students from contagious illnesses, students infected with certain diseases are not allowed to come to school while contagious. If a parent or guardian suspects that his/her child has a communicable or contagious disease, the parent or guardian should contact the school nurse or principal so that other students who might have been exposed to the disease can be alerted.

Please call your school health office to report the following health conditions: COVID-19, Chickenpox, Strep Throat, Influenza, Head Lice, Mumps, Measles, Meningitis, Pertussis (Whooping Cough).

Students with certain communicable diseases will not be excluded from attending school in their usual daily attendance settings as long as their health permits and their attendance does not create a significant risk of transmitting the illness to other students or school district employees. The school district will determine on a case-by-case basis whether a contagious student’s attendance creates a significant risk of transmitting the illness to others.

### Health Service

Research has shown that students with an optimal level of wellness are more receptive to the learning process. Therefore, Duluth Public Schools health service staff strive to promote the health of students and promote a healthy school environment. The primary goal of health services is to eliminate/minimize health related barriers to learning. To accomplish this, health service staff, as part of the school team, works to:

- Promote student and staff wellness.
- Provide skilled nursing.
- Protect students’ well being.
- Enhance healthy behaviors.
- Encourage self-care.
- Assess and communicate student health concerns through referral to parents/guardians.

The Licensed School Nurse provides leadership of the daily health office operations, promotes health equity by connecting students and families to community health resources, and maintains continuity of care between home, medical provider, and school through medical and educational planning. The Licensed School Nurse also provides health assessment and planning throughout the Special Education process.

Health Assistants provide students with daily health services through medication administration, first aid for illness and injury, and skilled nursing procedures under the delegation of the Licensed School Nurse.

### WHEN TO KEEP YOUR CHILD HOME

Many students and parents are frequently concerned about when students should stay home or attend school. The following information is intended to help with this decision. General practice:

- If a student has had a fever of 100 degrees or more, the student must stay home for 24 hours after the temperature returns to normal without fever reducing medication.
- If a student has vomited or had diarrhea, the student must stay home until 24 hours after the last episode.
- If a student has had any rash that may be disease-related or the cause is unknown, check with your family physician before sending the student to school.
- If a student is ill, please call the school daily to report the illness.

When a student is sick, parents often wonder whether or not to keep a child at home from school. If a child stays home and has the care they need when first sick, they will often get better faster. Staying home and resting will help the body fight the sickness. A parent/guardian should notify the school if his/her child is unable to attend school because of illness. Please contact the school attendance line.

### WHEN A CHILD IS SICK AT SCHOOL

If your child becomes ill at school and needs to go home, the Health Services Staff will contact a parent/guardian. Children must call from the health office and not from their cell phones.

If staff are unable to reach parents and determine that the student must go home, emergency contacts will then be called. It’s important for parents to keep emergency contacts updated and ensure that they are available during the day. Your child will not be allowed to leave school without contacting an adult. In the event of an emergency, 911 may be called.

### HEAD LICE

Anyone can get head lice. Head lice are most often transmitted through head to head contact. School transmission is rare. Some common symptoms of head lice include: itching and scratching of the scalp and neck, feeling that something is ‘crawling’ in the hair, sores from constant scratching, and seeing lice on the scalp or nits attached to the hair shaft. If your child has any of these symptoms, please check your child’s head for lice. Also, all household members and other close contacts of the person with lice should be checked.

Should your child be found to have live lice in their hair during the school day, a parent/guardian will be contacted by a health office staff member. The students may remain in school but prompt treatment is recommended. Visit [isd709.org/families/health-services](https://isd709.org/families/health-services) for more information about head lice.

### VISION AND HEARING SCREENINGS

Students may receive hearing and/or vision screening upon request from a teacher if the teacher suspects that there may be a hearing or vision concern that is affecting the student’s ability to learn. If you do not wish for your child to receive vision and/or hearing screening, please inform your school health office. The screenings are not intended to replace professional examinations.

### Immunizations

All students must provide proof of immunization or submit appropriate documentation exempting them from such immunizations in order to enroll or remain enrolled. Students may be exempted from the immunization requirement when the immunization of the student is contraindicated for medical reasons; laboratory confirmation of adequate immunity exists; or due to the conscientiously held beliefs of the parents/guardians or student. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student reaches the age of 18. For a copy of the immunization schedule or to obtain an exemption form or information, contact the school health office. Immunization records must be provided by Oct. 13. Student may be excluded if required immunizations have not been administered by Oct. 23. Policy 530 can be found on the district website at [isd709.org/about-us/policies](https://isd709.org/about-us/policies).

### Medications at School During the School Day

The school district acknowledges that some students may require prescribed drugs or medication during the school day. The administration of prescription medication or drugs at school requires a completed signed request from the student’s parent. An “Authorization to Administer Medication” form must be completed once a year and/or when a change in the prescription or requirements for administration occurs. Prescription medications must be brought to school in the original container labeled for the student by a pharmacist, and must be administered in a manner consistent with the instructions on the label. Prescription medications are not to be carried by the student, but will be left with the appropriate school personnel. Exceptions that may be allowed include: prescription asthma medications administered with an inhaler pursuant to school district policy and procedures, medications administered as noted in a written agreement between the school district and parent or as specified in an Individualized Education Program (IEP), a plan developed under Section 504 of the Rehabilitation Act (§504 Plan), or an individual health plan (IHP). Marijuana is not allowed on school property even if prescribed. The school district is to be notified of any change in administration of a student’s prescription medication.

### Pesticide Application Notice

The school district may plan to apply pesticide(s) on school property. To the extent the school district applies certain pesticides, the school district will provide a notice by September 15 as to the school district’s plan to use these pesticides. A parent may request to be notified prior to the application of certain pesticides on days different from those specified in the notice. Additional information regarding what pesticides are used, an estimated schedule of pesticide applications (which will be available for review or copying at the school offices), and the long-term health effects of the class of pesticide on children can be requested by contacting the District Facilities Manager.

### Safety

The safety of students on campus and at school-related activities is a high priority of the district. While district-wide safety procedures are in place, student and parent cooperation is essential to ensuring school safety. Students are expected to adhere to safety guidelines set by teachers or program staff and comply with course safety protocols. More information about our safety protocols visit [isd709.org/about-us/safe-and-welcoming](https://isd709.org/about-us/safe-and-welcoming).

## Visitors in District Buildings

As stated in district Policy 903, parents/guardians and community members are welcome to visit the schools. To ensure the safety of those in the school and to avoid disruption to the learning environment, all visitors must report directly to the office upon entering the building, with the exception of events open to the public. All visitors will be required to sign in at the office and to wear a “visitors badge” while in the building during the school day. Visitors must have the approval of the principal before visiting a classroom during instructional time. An individual or group may be denied permission to visit a school or school property, or such permission may be revoked, if the visitor does not comply with school district procedures or if the visit is not in the best interests of the students, employee, or the school district.

Students are not allowed to bring visitors to school without prior permission from the principal.

## APPENDIX A

### School District Policy Cross Reference Table

*All district policies can be found online at [isd709.org/about-us/policies](http://isd709.org/about-us/policies)*

Topic	Policy Number(s)
Accidents	806
Alternative Educational Opportunities	5075
Attendance	503, 503R
Bullying Prohibited	514
Cell Phone	5090
Class Assignments	515
Complaints	103
Course Credits Required	604
Crisis Management	806
Discipline	506
Drug-Free School and Workplace	418
Emergency Contact Information	515
Employee Directory	4171
Employment Background Checks	404
Equal Access to School Facilities	801
Extended School Year	508
Field Trips	6160, 6160R
Fundraising	511, 511R
Gifts to Employees	1095
Graduation Requirements	5070
Harassment and Violence Prohibited	413
Hazing Prohibited	526
Health Information	420, 516, 516.5, 518, 530, 806
Homework	6165
Internet Acceptable Use	524
Interviews of Students by Outside Agencies	519
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Notification of Violent Students	5022
Parking on School District Property	5095
Pledge of Allegiance	531
Post-Secondary Enrollment Options	620
Schedule	602
School Activities	510
School Closing Procedures	806
School Calendar	602
Searches	506, 5095
Student Dress and Appearance	504, 504R
School Meals Policy	534
School Promotion and Retention	513
Student Publications and Materials	505, 512
Student Records	515
Student Surveys	520
Summer School	6195
Tobacco-Free Schools	419
Transportation of Public School Students	707, 3160, 710
Vandalism	806
Video and Audio Recording	711, 712
Visitors in School District Buildings	902, 903, 135, 3125R
Weapons Prohibited	501

**505 DISTRIBUTION OF NONSCHOOL-SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES**

**I. PURPOSE**

The purpose of this policy is to protect the exercise of students' and employees' free speech rights, taking into consideration the educational objectives and responsibilities of the school district.

**II. GENERAL STATEMENT OF POLICY**

- A. The school district recognizes that students and employees have the right to express themselves on school property. This protection includes the right to distribute, at a reasonable time and place and in a reasonable manner, nonschool-sponsored material.
- B. To protect First Amendment rights, while at the same time preserving the integrity of the educational objectives and responsibilities of the school district, the school board adopts the following regulations and procedures regarding distribution of nonschool-sponsored material on school property and at school activities.

**III. DEFINITIONS**

- A. "Distribute" or "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, or posting or displaying material, or placing material in internal staff or student mailboxes.
- B. "Nonschool-sponsored material" or "unofficial material" includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks and other publications funded and/or sponsored or authorized by the school. Examples of nonschool-sponsored materials include but are not limited to leaflets, brochures, buttons, badges, fliers, petitions, posters, and underground newspapers whether written by students or employees or others, and tangible objects.
- C. "Obscene to minors" means:
  - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
  - 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and
  - 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- D. "Minor" means any person under the age of eighteen (18).
- E. "Material and substantial disruption" of a normal school activity means:
  - 1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, "material and substantial disruption"

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is defined as any disruption which interferes with or impedes the implementation of that program.

- 2. Where the normal school activity is voluntary in nature (including, but not limited to, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, specific facts must exist upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- F. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, and in-school lunch periods.
- G. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.

**IV. GUIDELINES**

- A. Students and employees of the school district have the right to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, nonschool-sponsored material.
- B. Requests for distribution of nonschool-sponsored material, other than union materials distributed by the Duluth Federation of Teachers, will be reviewed by the administration on a case-by-case basis. However, distribution of the materials listed below is always prohibited. Material is prohibited that:
  - 1. is obscene to minors;
  - 2. is libelous or slanderous;
  - 3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended.
  - 4. advertises or promotes any product or service not permitted to minors by law;
  - 5. advocates violence or other illegal conduct;
  - 6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);
  - 7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

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- C. Distribution by students and employees of nonschool-sponsored materials on school district property are subject to reasonable time, place, and manner restrictions set forth below. In making decisions regarding the time, place, and manner of distribution, the administration will consider factors including, but not limited to, the following:
1. whether the material is educationally related;
  2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
  3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
  4. the quantity or size of materials to be distributed;
  5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;
  6. whether distribution would require that nonschool persons be present on the school grounds;
  7. whether the materials are a solicitation for goods or services not requested by the recipients.
- D. To the extent that the Duluth Federation of Teachers' Union distributes any political materials, the materials will be prepared in such a way that no political material is visible from the outside page(s) of any publication. The Union shall either seal, fold, or staple the materials so political information may not be seen or include any political material on an internal page so that it will not be visible. Political material shall be defined consistent with the provisions of Minnesota Statute 211B.01, subd. 2, which defines campaign material as "any literature, publication, or material that is disseminated for the purpose of influencing voting at a primary or other election..."

**V. TIME, PLACE, AND MANNER OF DISTRIBUTION**

- A. No nonschool-sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.
- B. Distribution of nonschool-sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the school, and school parking lots. Distribution shall not impede entrance to or exit from school premises in any way.
- C. No one shall coerce a student or staff member to accept any publication.
- D. All employees and students shall comply with the provisions of Minnesota Law regarding distribution of political materials in a polling place on Election Day.
- E. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

- F. The District will allow the Duluth Federation of Teacher's Union access to teacher mailboxes as a mechanism to communicate with its members. All distribution of material through the mailboxes will be done by Union members.
- G. For all employees including non-teacher members of the Duluth Federation of Teachers, any distribution of materials will be done outside of the normal paid workday. For teacher members, distribution may be done during non-assigned work time (e.g., lunch or preparation time) so long as any time spent is minimal. If the District has any concerns about the abuse of time by teacher members of the Duluth Federation of Teachers, it will notify the Union.

**VI. PROCEDURES**

- A. Any student or employee wishing to distribute (as defined in this policy) nonschool-sponsored material, other than union materials distributed by the Duluth Federation of Teachers, must first submit for approval a copy of the material to the principal at least 24 hours in advance of desired distribution time, together with the following information:
  1. Name and phone number of the person submitting the request and, if a student, the room number of his or her first-period class.
  2. Date(s) and time(s) of day intended display or distribution.
  3. Location where material will be displayed or distributed;
  4. If intended for students, the grade(s) of students to whom the display or distribution is intended.
- B. Within one school day, the principal will review the request and render a decision. In the event that permission to distribute the material is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.
- C. If the person submitting the request does not receive a response within one school day, the person shall contact the office to verify that the lack of response was not due to an inability to locate the person.
- D. If the person is dissatisfied with the decision of the principal, the person may submit a written request for appeal to the superintendent. If the person does not receive a response within three (3) school days (not counting Saturdays, Sundays and holidays) of submitting the appeal, the person shall contact the office of the superintendent to verify that the lack of response is not due to an inability to locate the person.
- E. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

**VII. DISCIPLINARY ACTION**

- A. Distribution by any student of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and disciplinary action will be taken in accordance with the School District's Student Discipline Policy.

# APPENDIX C

- B. Distribution by any employee of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place, and manner of distribution as described above will be halted and appropriate disciplinary action will be taken, in accordance with any individual contract, collective bargaining agreement, school district policies and procedures, and/or governing statute.
- C. Any other party violating this policy will be requested to leave the school property immediately and, if necessary, the police will be called.

## VIII. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES

A copy of this policy will be published in student handbooks annually and posted in school buildings.

## IX. IMPLEMENTATION

The School District administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the School Board for approval. Upon approval by the School Board, such guidelines and procedures shall be an addendum to this policy.

**Legal References:** U. S. Const., amend. I  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260 (1988)  
*Bethel Sch. Dist. No. 403 v. Fraser*, 478 U.S. 675 (1986)  
*Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503 (1969)  
*Bystrom v. Fridley High School*, 822 F.2d 747 (8<sup>th</sup> Cir. 1987)  
*Roark v. South Iron R-1 School Dist.*, 573 F.3d 556 (8<sup>th</sup> Cir. 2009)  
*Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist.*, 640 F.3d 329 (8<sup>th</sup> Cir. 2011), cert. denied 565 U.S. 1036 (2011)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)  
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)  
Settlement Agreement dated December 8, 1999 between ISD709 and the Duluth Federation of Teachers, Local 692

Adopted: 02-15-2000  
Reviewed: 08-15-2023

## 515 PROTECTION AND PRIVACY OF PUPIL RECORDS

### I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

### II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and Minnesota Rules parts 1205.0100-1205.2000.

### III. DEFINITIONS

#### A. Authorized Representative

"Authorized representative" means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

#### B. Biometric Record

"Biometric record," as referred to in "Personally Identifiable," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).

#### C. Dates of Attendance

"Dates of attendance," as referred to in "Directory Information," means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

#### D. Directory Information

1. Under federal law, "directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

a. a student's social security number;

b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such

records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;

c. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;

d. personally identifiable data which references religion, race, color, social position, or nationality; or

e. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

**[NOTE: Under the federal Family Educational Rights and Privacy Act (FERPA), the federal definition of "directory information" identifies the types of information that may be specifically referenced as directory information. The federal definition applies to information requests by military recruiting officers, as set out in Article XI below.]**

2. Under Minnesota law, a school district may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information."

**Minnesota law prohibits schools from designating student contact information as "directory information" despite the FERPA definition. Minnesota schools should comply with Minnesota law and should not include student contact information in their definition of "directory information."**

E. Education Records

1. What constitutes "education records." Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.

2. What does not constitute education records. The term "education records" does not include:

a. Records of instructional personnel that are:

- (1) kept in the sole possession of the maker of the record;
- (2) used only as a personal memory aid;
- (3) not accessible or revealed to any other individual except a temporary substitute teacher; and
- (4) destroyed at the end of the school year.

b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

- (1) maintained separately from education records;
- (2) maintained solely for law enforcement purposes; and

(3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which:

- (1) are made and maintained in the normal course of business;
- (2) relate exclusively to the individual in that individual's capacity as an employee; and
- (3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:

- (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
- (2) made, maintained, or used only in connection with the provision of treatment to the student; and
- (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student's education;
3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; or
4. Perform a task directly related to responding to a request for data.

J. Parent

"Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

"Responsible authority" means Executive Director of Business Services and Finance Simone Zunich.

N. Student

"Student" includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

P. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

**IV. GENERAL CLASSIFICATION**

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

**V. STATEMENT OF RIGHTS**

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations section 99.31(a).

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

consent shall not be deemed to have been given unless the statement is:

- a. in plain language;
- b. dated;
- c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
- d. specific as to the nature of the information the subject is authorizing to be disclosed;
- e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
- f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
- g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

**VI. DISCLOSURE OF EDUCATION RECORDS**

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
  - a. a specification of the records to be disclosed;
  - b. the purpose or purposes of the disclosure;
  - c. the party or class of parties to whom the disclosure may be made;
  - d. the consequences of giving informed consent; and
  - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
  - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
  - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
  - a. identifies and authenticates a particular person as the source of the electronic consent; and
  - b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
  - a. performs an institutional service or function for which the school district would otherwise use employees;
  - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
  - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the

disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code, section 7917, and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
  - a. determine eligibility for the aid;
  - b. determine the amount of the aid;
  - c. determine conditions for the aid; or
  - d. enforce the terms and conditions of the aid.

"Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;
6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
  - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
  - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose,

scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § United States Code, section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
  - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
  - b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;
19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the

information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.
 

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;
21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

23. When requested, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

**VII. RELEASE OF DIRECTORY INFORMATION**

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:

- a. Minnesota Statutes, section 13.32, subdivision 5; and
- b. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, section 99.37, which were in effect on January 3, 2012.

2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under this section.

3. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and

information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein.

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.

2. The school district shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:

- a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
- b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
- c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI.

4. A parent or eligible student may not opt out of the directory information disclosures to:

- a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
- b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;
2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and
5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school

year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

**VIII. DISCLOSURE OF PRIVATE RECORDS**

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

- a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
- b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
- c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
- d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
- e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school

district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

**IX. DISCLOSURE OF CONFIDENTIAL RECORDS**

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes Chapter 260E, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes Chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes Chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

- 1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
- 2. A complainant has access to a statement he or she provided to the school district.
- 3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes section 13.393.
- 4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
  - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to

renew the civil legal action;

- b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
- c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

**X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING**

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40, *et seq.*

**XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS**

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

- 1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;
- 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
- 3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority Executive Director of Business Services and Finance in writing by Oct. 1st each year. The written request must include the following information:

- 1. Name of student and parent, as appropriate;
- 2. Home address;

- 3. Student's grade level;
- 4. School presently attended by student;
- 5. Parent's legal relationship to student, if applicable;
- 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
- 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.

D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

**XII. LIMITS ON REDISCLOSURE**

A. Redisdisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisdisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

- a. The disclosures meet the requirements of Section VI. of this policy; and
- b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code, section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisdisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

education records of the student, that indicates:

- a. the parties who have requested or received personally identifiable information from the education records of the student;
- b. the legitimate interests these parties had in requesting or obtaining the information; and
- c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

**XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING**

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:

- a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
- b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
- c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B) or an act of domestic or international terrorism.

4. The record of requests of disclosures may be inspected by:

- a. the parent of the student or the eligible student;
- b. the school official or his or her assistants who are responsible for the custody of the records; and
- c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

- a. the articulable and significant threat to the health or safety of a student or

other individual that formed the basis for the disclosure; and

- b. the parties to whom the school district disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

**XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS**

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.
3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
  - a. the cost of materials, including paper, used to provide the copies;
  - b. the cost of the labor required to prepare the copies;
  - c. any schedule of standard copying charges established by the school district in its normal course of operations;
  - d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and
  - e. mailing costs.
2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.
3. The cost of providing copies shall be borne by the parent or eligible student.
4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

**XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA**

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.
3. Any statement placed in the education records of the student under Subdivision B. of this section shall:
  - a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
  - b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes chapter 14 relating to contested cases.

**XVI. PROBLEMS ACCESSING DATA**

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices

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problems.

- B. Data practices compliance official means Executive Director of Business Services and Finance Simone Zurich.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

**XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA**

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

**XVIII. WAIVER**

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

**XIX. ANNUAL NOTIFICATION OF RIGHTS**

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

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6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

**XX. DESTRUCTION AND RETENTION OF RECORDS**

Destruction and retention of records by the school district shall be controlled by state and federal law.

**XXI. COPIES OF POLICY**

Copies of this policy may be obtained by parents and eligible students at the superintendent's office.

- Legal References:**
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
  - Minn. Stat. § 13.32, Subd. 5 (Directory Information)
  - Minn. Stat. § 13.393 (Attorneys)
  - Minn. Stat. Ch. 14 (Administrative Procedures Act)
  - Minn. Stat. § 120A.22 (Compulsory Instruction)
  - Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
  - Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
  - Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
  - Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
  - Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
  - Minn. Stat. Ch. 256L (MinnesotaCare)
  - Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
  - Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
  - Minn. Stat. § 363A.42 (Public Records; Accessibility)
  - Minn. Stat. § 480.40 (Personal Information, Dissemination)
  - Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
  - Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
  - 10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
  - 18 U.S.C. § 2331 (Definitions)
  - 18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
  - 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
  - 20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
  - 20 U.S.C. § 7908 (Armed Forces Recruiting Information)
  - 20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
  - 25 U.S.C. § 5304 (Definitions – Tribal Organization)
  - 26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
  - 42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
  - 42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
  - 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
  - 34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
  - 42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
  - Gonzaga University v. Doe*, 536 U.S. 273 309 (2002)
  - Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

**Cross References:**

- MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
- MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
- MSBA/MASA Model Policy 506 (Student Discipline)
- MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
- MSBA/MASA Model Policy 520 (Student Surveys)
- MSBA/MASA Model Policy 711 (Video Recording on School Buses)
- MSBA/MASA Model Policy 722 (Public Data Requests)
- MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
- MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

Replacing: Policy 5060  
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# APPENDIX D

## 520 STUDENT SURVEYS

### I. PURPOSE

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

### II. GENERAL STATEMENT OF POLICY

Student surveys may be conducted as determined necessary by the school district. Surveys, analyses, and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 U.S.C. § 1232h.

### III. STUDENT SURVEYS IN GENERAL

- A. Student surveys will be conducted anonymously and in an indiscernible fashion. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. No requirement that the student return the survey shall exist, and no record of the student's returning a survey will be maintained.
- B. The superintendent may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.
- C. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality, and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student gives written permission for the student to participate or has the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent/guardian for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.
- D. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act), 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act) and 34 C.F.R. Part 99.
- E. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.

### IV. STUDENT SURVEYS CONDUCTED AS PART OF DEPARTMENT OF EDUCATION PROGRAM

- A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.
- B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent/guardian, to submit to a survey that reveals information concerning:
  1. political affiliations or beliefs of the student or the student's parent/guardian;
  2. mental and psychological problems of the student or the student's family;
  3. sex behavior or attitudes;
  4. illegal, antisocial, self-incriminating, or demeaning behavior;
  5. critical appraisals of other individuals with whom respondents have close family relationships;
  6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
  7. religious practices, affiliations, or beliefs of the student or the student's parent/guardian; or
  8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
- C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IV.A. and IV.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.
  1. The following policies are to be adopted in consultation with parents/guardians:
    - a. The right of a parent/guardian to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including procedures for granting a parent/guardian's request for reasonable access to such survey within a reasonable period of time after the request is received.

"Parent/guardian" means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.
    - b. Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains one or more of the items listed in Section IV.B., above, including the right of a parent/guardian of a student to inspect, on request, any such survey.
    - c. The right of a parent/guardian of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent/guardian for such access within a reasonable period of time after the request is received.

"Instructional material" means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.
    - d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq.*).

- e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.
  - (1) "Personal information" means individually identifiable information including a student or parent/guardian's first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.
  - (2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:
    - (a) college or other post-secondary education recruitment or military;
    - (b) book clubs, magazines, and programs providing access to low cost literary products;
    - (c) curriculum and instructional materials used by elementary and secondary schools;
    - (d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;
    - (e) the sale by students of products or services to raise funds for school-related or education-related activities; and
    - (f) student recognition programs.
  - (3) The right of a parent/guardian to inspect, on request, any instrument used in the collection of information, as described in Section IV.C.1., Subparagraph e., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent/guardian for reasonable access to such an instrument within a reasonable period of time after the request is received.
2. The policies adopted under Section IV.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents/guardians of students enrolled in or served by the school district.
  - a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.
  - b. The notice will provide parents/guardians with an opportunity to opt out of participation in the following activities:
    - (1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.
    - (2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section IV.B., above.
    - (3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.

"Invasive physical examination" means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.
  - c. The notice will advise students of the specific or approximate dates during the school year when the activities in Section IV.C.2., Subparagraph b., above, are scheduled, or expected to be scheduled.
  - d. The notice provisions shall not be construed to preempt applicable provisions of state law that require parental/guardian notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental/guardian notification.

### V. NOTICE

- A. The school district must give parents/guardians and students notice of this policy at the beginning of each school year and after making substantive changes to this policy.
- B. The school district must inform parents/guardians at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents/guardians reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents/guardians direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.
- C. The school district must give parents/guardians the opportunity to review the survey and to opt their students out of participating in the survey.

### Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 121A.065 (District Surveys to Collect Student Information; Parent Notice and Opportunity for Opting Out)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
20 U.S.C. § 1232h (Protection of Pupil Rights)  
34 C.F.R. § 99 (Family Educational Rights and Privacy Act Regulations)  
*Gonzaga University v. Doe*, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)  
*C.N. v. Ridgewood Bd. of Educ.*, 430 F.3d. 159 (3<sup>rd</sup> Cir. 2005)  
*Fields v. Palmdale School Dist.*, 427 F.3d. 1197 (9<sup>th</sup> Cir. 2005)

### Cross References:

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

Adopted: 01-19-2021 ISD 709

**506 STUDENT DISCIPLINE**

**I. PURPOSE**

The purpose of this policy is to ensure that students are aware of and comply with the school district’s expectations for student conduct. Such compliance will enhance the school district’s ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

**II. GENERAL STATEMENT OF POLICY**

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child’s dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student’s educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

**III. DEFINITIONS**

- A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).
- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

**IV. POLICY**

- A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.
- B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.
- C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.
- D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:
  - 1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;
  - 2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and
  - 3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

**V. AREAS OF RESPONSIBILITY**

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school

board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.

- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.
- I. Reasonable Force Reports
  1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
  2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).
  3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive

procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

**VI. STUDENT RIGHTS**

All students have the right to an education and the right to learn.

**VII. STUDENT RESPONSIBILITIES**

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state, and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

**VIII. CODE OF STUDENT CONDUCT**

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related

functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
2. The use of profanity or obscene language, or the possession of obscene materials;
3. Gambling, including, but not limited to, playing a game of chance for stakes;
4. Violation of the school district's Hazing Prohibition Policy;
5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
6. Violation of the school district's Student Attendance Policy;
7. Opposition to authority using physical force or violence;
8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;
22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous, or pornographic materials;
29. Violation of the school district's Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
31. Criminal activity;
32. Falsification of any records, documents, notes, or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other

electronic means;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

#### **IX. RECESS AND OTHER BREAKS**

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.

- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
  1. a student causes or is likely to cause serious physical harm to other students or staff;
  2. the student's parent or guardian specifically consents to the use of recess detention; or
  3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
- D. The school district must not withhold recess from a student based on incomplete schoolwork.
- E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
- F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.
- G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

#### **X. DISCIPLINARY ACTION OPTIONS**

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district code of conduct, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;

- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

**XI. REMOVAL OF STUDENTS FROM CLASS**

- A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

- 1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

- 2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
- 3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
- 4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.
- C. Procedures for Removal of a Student From a Class.
  - 1. All students have a right to learn and teachers the right to teach. Disruption to the learning process may result in the loss of privilege to remain in the class.
    - A. Teacher will notify support staff of need for removal after preventative and responsive practices have been conducted.
    - B. Support staff will engage in restorative and/or disciplinary actions following the code of conduct.
  - 2. Behaviors under the major category in the student handbook are documented in the Student Information System.
- D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)
  - 1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.
- E. Responsibility for and Custody of a Student Removed from Class.
  - 1. Support staff will determine appropriate location away from the classroom setting.
  - 2. The level of response will vary depending on the level of behavior as articulated in the Interventions and Disciplinary Actions section of the District Student Handbook
  - 3. The support staff or administration will have responsibility of the student while receiving intervention unless responsibility has been turned over to the parent or guardian.
- F. Procedures for Return of a Student to a Specific Class from Which the Student was Removed.
  - 1. Procedures for re-entry to the classroom could contain but is not limited to

harm repair, conferencing, readmission plan as determined by support staff or administration with collaboration of the classroom teacher.

- G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;
  - 1. All behaviors categorized as major and unlawful as communicated through our Code of Conduct in the Student Handbook which result in disciplinary action require parent or guardian notification.
- H. Students with a Disability; Special Provisions.
  - 1. Administration and/or case managers will consider whether there is a need for further assessment;
  - 2. An IEP team will consider whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a student with a disability who is removed from class or disciplined; and
  - 3. Any determined appropriate services for referring students in need of additional or alternate special education services.
- I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.
  - 1. Pursuant to Minnesota Statutes section 121A.29 a teacher who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school administration.
- J. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.
  - 1. Teachers will follow the identified Positive Behavior Intervention and supports as identified by each site's PBIS team.

## **XII. DISMISSAL**

- A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion, and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 12A.425 is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.
- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the

following grounds:

- 1. Willful violation of any reasonable school board regulation, including those found in this policy;
  - 2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
  - 3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.
- C. Disciplinary Dismissals Prohibited
    - 1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:
      - a. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or
      - b. kindergarten through Grade 3.
    - 2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.
    - 3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.
  - D. Suspension Procedures
    - 1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
    - 2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.
    - 3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening

for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6<sup>th</sup>) consecutive day of suspension or the tenth (10<sup>th</sup>) cumulative day of suspension has elapsed.
6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.
7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the

evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
  - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
  - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
  - c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.
9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the

right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of the Minnesota Department of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

### **XIII. ADMISSION OR READMISSION PLAN**

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minnesota Statutes, section 120B.232, subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

**XIV. NOTIFICATION OF POLICY VIOLATIONS**

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a pupil, and each pupil withdrawal agreement within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the pupil and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the pupil’s age, grade, gender, race, and special education status.

**XV. STUDENT DISCIPLINE RECORDS**

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

**XVI. STUDENTS WITH DISABILITIES**

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student’s IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child’s IEP team and the child’s parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child’s behavior was (i) caused by or had a direct and substantial relationship to the child’s disability and (ii) whether the child’s conduct was a direct result of a failure to implement the child’s IEP. If the student’s educational program is appropriate and the behavior is not a manifestation of the student’s disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student’s educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student’s disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student’s disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

**XVII. OPEN ENROLLED STUDENTS**

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes chapter 260A), and the student’s case has been referred to juvenile court. The school district may also terminate the enrollment of a

**XVIII. DISCIPLINE COMPLAINT PROCEDURE**

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and
6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

**XIX. DISTRIBUTION OF POLICY**

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal’s office.

**XX. REVIEW OF POLICY**

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)

# APPENDIX F

Minn. Stat. § 120B.232 (Character Development Education)  
 Minn. Stat. § 121A.26 (School Preassessment Teams)  
 Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)  
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
 Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)  
 Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
 Minn. Stat. §§ 121A.60 (Definitions)  
 Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)  
 Minn. Stat. § 122A.42 (General Control of Schools)  
 Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)  
 Minn. Stat. § 124D.03 (Enrollment Options Program)  
 Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)  
 Minn. Stat. Ch. 125A (Special Education and Special Programs)  
 Minn. Stat. § 152.22, Subd. 6 (Definitions)  
 Minn. Stat. § 152.23 (Limitations)  
 Minn. Stat. Ch. 260A (Truancy)  
 Minn. Stat. Ch. 260C (Juvenile Safety and Placement)  
 20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)  
 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)  
 34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

**Cross References:**

MSBA/MASA Model Policy 413 (Harassment and Violence)  
 MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)  
 MSBA/MASA Model Policy 501 (School Weapons)  
 MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)  
 MSBA/MASA Model Policy 503 (Student Attendance)  
 MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
 MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
 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 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)  
 MSBA/MASA Model Policy 610 (Field Trips)  
 MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
 MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
 MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

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## 503 STUDENT ATTENDANCE

### I. PURPOSE

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

### II. GENERAL STATEMENT OF POLICY

#### A. Responsibilities

##### 1. Student's Responsibility

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

##### 2. Parent or Guardian's Responsibility

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

##### 3. Teacher's Responsibility

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

##### 4. Administrator's Responsibility

- a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.
- b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards

required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

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

1. Excused Absences

- a. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to any member of the board, a truant officer, a principal, or the superintendent. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.
- b. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school.
- c. The board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.
- d. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

- (1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:
  - (a) child illness, medical, dental, orthodontic, or counseling appointments; including appointments conducted through telehealth.;
  - (b) family emergencies;
  - (c) the death or serious illness or funeral of an immediate family member;
  - (d) active duty in any military branch of the United States;
  - (e) the child has a condition that requires ongoing treatment for a mental health diagnosis; or
  - (f) other exemptions included in this attendance policy:
    - (1) College campus visits
    - (2) Extreme weather conditions considered by the parent/guardian to be too dangerous for the student to attend school
    - (3) Driver's examination. The school requires documentation in order for this to be considered an excused absence.
    - (4) Prearranged personal or family vacations
    - (5) Non-school competitions or events, parent/guardian may request an excused absence for participation in a non-school sponsored athletic, dramatic or musical event. The request must be in writing in advance of

the first absence and arrangements will be made to complete missed schoolwork

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

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
- (2) Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.
- (3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency or placement in a partial hospitalization program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

- a. The following are examples of absences which will not be excused:
  - (1) Truancy. An absence by a student which was not approved by the parent and/or the school district.
  - (2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.
  - (3) Work at home.

- (4) Work at a business, except under a school-sponsored work release program.
- (5) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).
- (6) Any other absence not included under the attendance procedures set out in this policy:
  - (1) Working on school assignments or preparing for exams at home
  - (2) Personal or family vacation that is not pre-arranged with school administration
  - (3) Oversleeping or missing alarms
  - (4) Volunteer work not related to school programming
  - (5) Missed transportation as scheduled

b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
- (2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.
- (3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

- 1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.
- 2. Procedures for Reporting Tardiness
  - a. Students tardy at the start of school must report to the school office for an admission slip.
  - b. Tardiness between periods will be handled by the teacher.
- 3. Excused Tardiness  
Valid excuses for tardiness are:
  - a. Illness.
  - b. Serious illness in the student's immediate family.
  - c. A death or funeral in the student's immediate family or of a close friend or relative.
  - d. Medical, dental, orthodontic, or mental health treatment.

- e. Court appearances occasioned by family or personal action.
- f. Physical emergency conditions such as fire, flood, storm, etc.
- g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

- a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.
- b. Three unexcused tardies are equivalent to one unexcused absence.

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

- 1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
- 2. School-initiated absences will be accepted and participation permitted.
- 3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
- 4. If a student is suspended from any class, he or she may not participate in any activity or program that day.
- 5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

**III. RELIGIOUS OBSERVANCE ACCOMMODATION**

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

**IV. DISSEMINATION OF POLICY**

- 1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.
- 2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

**V. REQUIRED REPORTING**

A. Continuing Truant

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

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

B. Reporting Responsibility

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

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;
4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and
9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.
2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

**Legal References:** Minn. Stat. § 120A.05 (Definitions)  
Minn. Stat. § 120A.22 (Compulsory Instruction)

Minn. Stat. § 120A.24 (Reporting)  
Minn. Stat. § 120A.26 (Enforcement and Prosecution)  
Minn. Stat. § 120A.34 (Violations; Penalties)  
Minn. Stat. § 120A.35 (Absence from School for Religious Observance) Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 260A.02 (Definitions)  
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)  
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)  
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)  
*Goss v. Lopez*, 419 U.S. 565 (1975)  
*Slocum v. Holton Bd. of Educ.*, 429 N.W.2d 607 (Mich. App. Ct. 1988) *Campbell v. Bd. of Educ. of New Milford*, 475 A.2d 289 (Conn. 1984)  
*Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113*, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)  
*Gutierrez v. Sch. Dist. R-1*, 585 P.2d 935 (Co. Ct. App. 1978)  
*Knight v. Bd. of Educ.*, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)  
*Dorsey v. Bale*, 521 S.W.2d 76 (Ky. 1975)

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

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**514 BULLYING PROHIBITION POLICY**

**I. PURPOSE**

The purpose of this policy is to prohibit bullying behavior and assist the Duluth Public Schools in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

The District strives to provide safe, secure and respectful learning environments for all students in school buildings, on school grounds, school buses and at school-sponsored activities. A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships.

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student’s ability to learn and/or a teacher’s ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

**II. GENERAL STATEMENT OF POLICY**

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student’s act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student’s educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district’s policies and procedures, including the school district’s discipline policy. The school district may take into account the following factors:
  - 1. The developmental ages and maturity levels of the parties involved;
  - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
  - 3. Past incidences or past or continuing patterns of behavior;
  - 4. The relationship between the parties involved; and
  - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

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

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

**III. DEFINITIONS**

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the conduct and the conduct is repeated or forms a pattern; or
2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means; but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
  2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
  3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic as defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "On Duluth Public Schools property or at school-related functions or on school transportation" means all district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for Duluth Public Schools District purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. District property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the District does not represent that it will provide supervision or assume liability at these locations and events.

- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of the student who is the target of the prohibited conduct.
- H. "Student" means a student enrolled in Duluth Public Schools.
- I. "District employee" includes school board members, administrators, educators, aides, school counselors, social workers, psychologists, other school mental health professionals, nurses and other school-based/linked medical providers/health professionals, cafeteria workers, custodians, bus drivers, athletic coaches, extracurricular activities advisors, paraprofessionals, school employees, agents or persons subject to the supervision and control of the district and its students.
- J. "Malicious and sadistic conduct" means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.

#### IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The District has made available to the reporting party or complainant the use of a report form. Contact the principal, or Duluth Public Schools Website at [isd709.org/families/bullying-harassment](http://isd709.org/families/bullying-harassment) to access bullying report forms. Oral reports shall be considered complaints as well.
- C. The building principal or designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying at the building level. Any person may report bullying or other prohibited conduct directly to the school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made directly with the assistant superintendent or superintendent of the District. Please see our Parent & Student Handbook or Duluth Public Schools Website at [isd709.org](http://isd709.org) for principal and Duluth Public Schools contact information.

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 the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be

responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A district employee, volunteer, or contractor shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. District employees who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.
- G. 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 Duluth Public Schools' obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

## V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law. When investigating a complaint, the building report taker may take into account the following factors:
  - The developmental ages and maturity levels of the parties involved.
  - The potential for culturally misinterpreting behavior.
  - The levels of harm, surrounding circumstances, and nature of the behavior.
  - Past incidences or past or continuing patterns of behavior.
  - The relationship between the parties involved.

- The context in which the alleged incidents occurred.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct 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 conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.
  - For the student harmed: Protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Support may include: safety planning, student conference(s), referral to student support staff for one-to-one support or social skills training; check-in and/or check-out with a trusted adult in the school; and choice to participate in a restorative process - facilitated by a trained facilitator. When an incident includes documentation through an office discipline referral, information regarding the student harmed will be included on the referral.
  - For the student who violated the prohibited conduct policy: Schools may use multi-tiered levels of response that are individualized, consistent, reasonable, fair, and age-appropriate and should match the severity of the student's behavior and their developmental age. The response must be a natural and logical match to the prohibited behavior; consequences must be paired with meaningful instruction and guidance; and must be carefully planned with well-defined outcomes. Responses may include but are not limited to:
    - Safety planning
    - Student conference(s)
    - Working with parents of involved students
    - Teaching/reteaching of desired skills or behavior
    - Reinforcing desired skills or behaviors
    - School disciplinary action (detention, suspension, etc.)
    - Connecting students/families to school, district, community resources
    - Consideration of a restorative process if all parties are prepared and willing

- E. 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 parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the District shall, when determined appropriate by the child's individualized education program (IEP) team 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 bullying or other prohibited conduct.
- G. Any party who is not satisfied with the outcome of the investigation may appeal to the district's Office of the Assistant Superintendent within 10 school days of notification of the principal/designee's decision. The assistant superintendent or designee will conduct a review of the appeal and, within 10 school days of receipt of the appeal, will affirm, reverse or modify the findings of the report. The assistant superintendent or designee shall notify the party requesting the appeal and the principal that its decision is final and shall document that notification with the appeal.
- H. When it is determined that a district employee was aware prohibited conduct was taking place but failed to report it, the employee will be considered to have violated this policy. The employee's supervisor shall consider employee discipline for such violations, making reference to any applicable collective bargaining agreement. Remedies for offending contractors should be imposed according to their Duluth Public Schools contracts.

**VI. RETALIATION OR REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. 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 prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

**VII. RECORDS**

Information gained when investigating and remediating reports of bullying will be recorded and kept by the building principal or designee. Information regarding the

number of reports of bullying and the action taken to resolve the reports will be provided to the Duluth Public Schools climate coordinator by the building principal or designee annually.

Affected students and their parents may have rights under state and federal data practices laws to obtain access to data related to an incident and to contest the accuracy or completeness of the data.

**VIII. TRAINING AND EDUCATION**

- A. The school district shall discuss this policy with district employees, volunteers, and contractors, and provide appropriate training and professional development to district employees regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed district employees must receive the training within the first year of their employment with the district or school. The district or a school administrator may accelerate the training cycle or provide additional training based on particular needs or circumstances. This policy shall be included in employee handbooks, training materials, and/or publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with Minnesota Statutes Section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. The content of such professional development shall include, but not be limited to:
  1. Developmentally appropriate strategies to prevent incidents of bullying and to intervene immediately and effectively to stop them in a manner that does not stigmatize the victim.
  2. Information about the complex interaction and power differential that can take place between and among an actor, target and witness to the bullying.
  3. Research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk and any specific interventions that may be particularly effective for addressing bullying behavior related to bias.
  4. Recognizing, responding to and reporting bullying.
  5. Information about the incidence and nature of cyberbullying.
  6. Information about Internet safety issues as they relate to cyberbullying.
  7. Student-staff relationships and initial responses to students making a report.
  8. A review of the district's reporting requirements related to bullying and cyberbullying.

- C. Student Education - Each school shall incorporate into the school curriculum developmentally appropriate programmatic instruction to help students identify, prevent and reduce bullying and create a safe learning environment, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
2. Partner with parents and other community members to develop and implement prevention and intervention programs;
3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
5. Teach students to advocate for themselves and others;
6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

- F. The school district may implement violence prevention and character development education programs to prevent or 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, and resourcefulness.

- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.
- H. The school district will work with the Minnesota Department of Education Technical Assistance Center and provide resources for instruction and topics including but not limited to: evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct to engage all students in creating a safe and supportive school environment.

**IX. NOTICE**

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

**IX. POLICY REVIEW**

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes section 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03 (Model Policy)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)

# APPENDIX H

Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)  
Minn. Stat. Ch. 124E (Charter Schools)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)  
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Malicious and sadistic conduct involving race, gender, religion, sexual harassment, sexual orientation, and sexual exploitation is prohibited under Minnesota Statutes, chapter 121A.0312

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
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 423 (Employee-Student Relationships)  
MSBA/MASA Model Policy 501 (School Weapons Policy)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 507 (Corporal Punishment)  
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 Policy)  
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 529 (Staff Notification of Violent Behavior by Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Replacing: Policy 5084  
First Reading: 07.18.2017  
**Adopted: 08.22.2017 ISD709**  
First Reading: 05.16.2023  
Second Reading: 06.20.2023  
Adopted: 06.20.2023

## 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 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

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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.

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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:

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- 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](mailto:theresa.severance@isd709.org) as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.  
  
Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

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

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

**V. INVESTIGATION**

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

**VI. SCHOOL DISTRICT ACTION**

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

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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.

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# APPENDIX I

## 526 HAZING PROHIBITION

### I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

### II. GENERAL STATEMENT OF POLICY

- A. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.
- E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.
- F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing 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, tolerate, or are a party to prohibited acts of hazing 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 hazing or engage in an act of reprisal or intentional false reporting of hazing may result in disciplinary action up to and including termination or discharge.  
  
Consequences for other individuals engaging in prohibited acts of hazing may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.
- G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.
- H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.
- I. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

### III. DEFINITIONS

- A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:
  - 1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.
  - 2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
  - 3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
  - 4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
  - 5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.
- B. "Immediately" means as soon as possible but in no event longer than 24 hours.
- C. "On school premises or school district property, or at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- D. "Remedial response" means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.
- E. "Student" means a student enrolled in a public school or a charter school.
- F. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

### IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report hazing 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 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.

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of hazing at the building level. Any adult school district personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing 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.

- 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)

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First Reading: 04-15-2025  
Second Reading: 05-13-2025  
Adopted: 05-20-2025

# APPENDIX J

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.

- C. A teacher, administrator, volunteer, contractor, and other school employees shall be particularly alert to possible situations, circumstances, or events which might include hazing. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct which may constitute hazing shall make reasonable efforts to address and resolve the hazing and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute hazing or who fail to make reasonable efforts to address and resolve the hazing in a timely manner may be subject to disciplinary action.
- D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of hazing and the record of any resulting investigation.
- F. 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.

## V. SCHOOL DISTRICT ACTION

- A. Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students or others pending completion of an investigation of alleged hazing prohibited by this policy.
- C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines hazing has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, restorative practices, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable school district policies and regulations.
- E. 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 parent(s) or guardian(s) of students who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or to respond to hazing 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) team 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 hazing.

## VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged hazing, who provides information about hazing, who testifies, assists, or participates in an investigation of alleged hazing, or who testifies, assists, or participates in a proceeding or hearing relating to such hazing. 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 prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct.

## VII. DISSEMINATION OF POLICY

- A. This policy shall appear in each school's student handbook and in each school's building and staff handbooks.
- B. The school district will develop a method of discussing this policy with students and employees.

**Legal References:** Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents Under the Safe and Supportive Minnesota Schools Act)  
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students and Staff])

Replacing: Policy 5083  
First Reading: 01-18-2022  
Second Reading: 02-15-2022  
Adopted: 02-15-2022

## 419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION

### I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

### II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

### III. DEFINITIONS

- A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to,

cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

- D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.
- F. "Vaping" means using an activated electronic delivery device or heated tobacco product."

**IV. EXCEPTIONS**

- A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An American Indian student may carry medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.
- C. An American Indian student or staff member may use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for conducting smudging is determined by the building or site administrator. Smudging must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator.

**V. VAPING PREVENTION INSTRUCTION**

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.
- B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

**VI. ENFORCEMENT**

- A. All individuals on school premises shall adhere to this policy.

- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

**VII. DISSEMINATION OF POLICY**

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

**Legal References:** Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)  
Minn. Stat. § 121A.08 (Smudging Permitted)  
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)  
Minn. Stat. § 609.685 (Sale of Tobacco to Children)  
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)  
Duluth Public Schools 419R Smudging and Pipe Ceremonies Regulation

Replacing: Policy 1140  
First Reading: 04.26.2022  
Adopted: 05.17.2022  
Reviewed: 09.19.2023  
Reviewed: 10.15.2024

**534 SCHOOL MEALS POLICY**

**I. PURPOSE**

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district’s nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for a la carte items or second meals as well as to maintain the financial integrity of the school nutrition program.

**II. PAYMENT OF MEALS**

- A. Payment for second meals or ala carte items is expected at the time the meal is served. Parents have three options to put money in their child’s lunch account:
  - 1. Online payments
  - 2. Check sent to the child’s school or Administrative offices
  - 3. Cash sent to the child’s school or Administrative offices

If the school district participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage below the federal percentage determined for all meals to be reimbursed at the free rate via the Community Eligibility Provision must participate in the free school meals program.

- B. A school that participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage at or above the federal percentage determined for all meals to be reimbursed at the free rate must participate in the federal Community Eligibility Provision in order to participate in the free school meals program.

Families may apply for free/reduced-price meal benefits anytime during the school year. Meal applications are distributed to all families in the district prior to the student’s first day of classes. In addition, applications are available on the school district website or available to be mailed via USPS if requested.

- C. Each school that participates in the free school meals program must:
  - (1) participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and
  - (2) provide to all students at no cost up to two federally reimbursable meals per school day, with a maximum of one free breakfast and one free lunch.
- D. Once a meal has been placed on a student’s tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.
- E. When a student has a negative account balance, the student will not be allowed to charge a second meal or ala carte items.
- F. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students’ accounts.

**III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION**

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.
- B. Families will be notified of an outstanding negative balance once the negative balance reaches \$10.00. Families will be notified by monthly billings sent home.
- C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program.

**IV. UNPAID MEAL CHARGES**

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free or reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of more than \$50.00, not paid prior to the end of August, before new school year starts, will be turned over to accounts payable in the business services department for collection. In accordance with other outstanding debts owed to the school district, after attempts to collect are unsuccessful, the debts are turned over to the credit agency for collection.
- D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- E. The school district will not impose any other restriction prohibited under Minnesota Statutes, section 123B.37 due to unpaid student meal balances. The school district will not limit a student’s participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

**V. COMMUNICATION OF POLICY**

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
  - 1. all households at or before the start of each school year;
  - 2. students and families who transfer into the school district, at the time of enrollment; and
  - 3. all school district personnel who are responsible for enforcing this policy.
- B. The school district will post this policy on the school district’s website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.

# APPENDIX L

**Legal References:** Minn. Stat. § 123B.37 (Prohibited Fees)  
Minn. Stat. § 124D.111 (School Meals Policies; Lunch Aid; Food Service Accounting)  
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)  
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)  
7 C.F.R. § 220.8 (School Breakfast Program Regulations)  
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)  
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)  
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

**Cross References:** None

New Policy: 534  
First Reading: 07-18-2017  
Adopted: 08-22-2017  
First Reading: 11-15-2022  
Second Reading: 12-20-2022  
Adopted: 12-20-2022  
Reviewed: 11-21-2023

## 504 STUDENT DRESS AND APPEARANCE

### I. PURPOSE

The purpose of this policy is to enhance the education of students by establishing expectations of dress and grooming that are related to educational goals and community standards.

### II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).
- B. Appropriate clothing includes, but is not limited to, the following:
  - 1. Clothing appropriate for the weather.
  - 2. Clothing that does not create a health or safety hazard.
  - 3. Clothing appropriate for the activity (i.e., physical education or the classroom).
- C. Inappropriate clothing includes, but is not limited to, the following:
  - 1. Clothing bearing a message that is lewd, vulgar, or obscene.
  - 2. Apparel promoting products or activities that are illegal for use by minors.
  - 3. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in MSBA/MASA Model Policy 413.
  - 4. Any apparel or footwear that would damage school property.
- D. Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.
- E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, or do not advocate violence or harassment against others.
- F. "Gang," as defined in this policy, means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. "Pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

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### III. PROCEDURES

- A. When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified.
- Students who are in violation of the dress code will be asked to change clothes, cover up existing clothing if possible or go home to change so that they meet dress code. In the event a student must go home and change, the parent will be contacted. The student must sign in and out at the Attendance Office.
- B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.
- C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

**Legal References:** U. S. Const., amend. I  
*Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503 (1969)  
*B.W.A. v. Farmington R-7 Sch. Dist.*, 554 F.3d 734 (8<sup>th</sup> Cir. 2009)  
*Lowry v. Watson Chapel Sch. Dist.*, 540 F.3d 752 (8<sup>th</sup> Cir. 2008)  
*Stephenson v. Davenport Cmty. Sch. Dist.*, 110 F.3d 1303 (8<sup>th</sup> Cir. 1997)  
*B.H. ex rel. Hawk v. Easton Area School Dist.*, 725 F.3d 293 (3<sup>rd</sup> Cir. 2013)  
*D.B. ex rel. Brogdon v. Lafon*, 217 Fed.Appx. 518 (6<sup>th</sup> Cir. 2007)  
*Hardwick v. Heyward*, 711 F.3d 426 (4<sup>th</sup> Cir. 2013)  
*Madrid v. Anthony*, 510 F.Supp.2d 425 (S.D. Tex. 2007)  
*McIntire v. Bethel School, Indep. Sch. Dist. No. 3*, 804 F.Supp. 1415 (W.D. Okla. 1992)  
*Hicks v. Halifax County Bd. of Educ.*, 93 F.Supp.2d 649 (E.D. N.C. 1999)  
*Olesen v. Bd. of Educ. of Sch. Dist. No. 228*, 676 F.Supp. 820 (N.D. Ill. 1987)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 525 (Violence Prevention)

Replacing: Policy 5100  
First Reading: 06.20.2023  
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Reviewed: 02.25.2025

### 504R STUDENT DRESS AND APPEARANCE

#### Statement

The staff, students, parents, and the Duluth Public Schools community recognized the importance and necessity for students' attire to be respectful and appropriate for school. To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently and in a manner that does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size. Duluth Public Schools expects that all students will dress in a way that is appropriate for the school day or for any school sponsored event. Student dress choices should respect the District's intent to sustain a community that is inclusive of a diverse range of identities.

The primary responsibility for a student's attire resides with the student and their parent(s) or guardian(s). The school district supports student attire that reflects their personal style and identity; that fosters a welcoming, safe, and respectful environment for all students, and the dress code celebrates and embraces the diversity and inclusion of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, or body type/size as long as it doesn't interfere with the health, safety, and educational opportunities for students. Any restrictions to the way a student dresses must be necessary to support the overall educational goals of the school and must be explained within this dress code.

Our values are:

- All students should be able to dress comfortably for school and engage in the educational environment without fear of or actual unnecessary discipline or body shaming.
- All students and staff should understand that they are responsible for managing their own personal "distractions" without regulating individual students' clothing/self-expression.
- Student dress code should support school attendance and engagement.
- Dress code violations should be addressed using student/body-positive language to explain the code.
- Teachers should focus on teaching and students focus on learning without the distraction and often uncomfortable burden of addressing dress code violations.
- Reasons for conflict and inconsistent and/or inequitable discipline should be minimized whenever possible.

Basic Principle: Certain body parts must be covered for all students at all times. Clothing must be appropriate for the activity (PE, Outside, Classroom, etc.)

#### 1. Student Must Wear:

- A Shirt AND
- Pants/jeans or the equivalent (for example, a skirt, sweatpants, leggings, a dress or shorts) AND
- Weather & activity appropriate garments and shoes (coats, boots, mittens, tennis shoes, etc.)
- Activity appropriate clothing for Physical Education classes
  - Swimming:
    - A well fitting swimsuit is required
    - A swim cap should be worn at all times when in the pool
    - Students may choose to wear a rash guard (swim shirt)
  - Gymnasium and weight rooms:



- Shorts and t-shirts are required
- Clean athletic shoes

2. Student May Wear:

- Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.
- Note: Staff may direct students to remove headwear that causes a disturbance or problems which interrupt an event, activity, or process to the learning environment.

3. Students Cannot Wear:

- Any clothing that reveals visible undergarments (visible waistbands and visible straps are allowed).
- Bulky jackets/coats intended for outside wear and must be kept in the student’s locker during regular school hours.
- Clothing that includes words or pictures that are obscene, vulgar, sexually explicit, convey sexual innuendo, abuse or discrimination, or which promote or advertise alcohol, chemicals, tobacco or any other product that is illegal for use by minors and illegal on school property, will not be allowed.
- Objectionable emblems, badges, symbols (including confederate flags & swastika’s), derogatory mascots, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to any group, evidences of gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals is not allowed.

Students who are in violation of the dress code will be asked to change clothes, cover up existing clothing if possible or go home to change so that they meet dress code. In the event a student must go home and change, the parent will be contacted. The student must sign in and out at the Attendance Office.

References: 514 Bullying Prevention  
 521 Student Disability Nondiscrimination  
 522 Title IX Sex Nondiscrimination Policy  
 541 Gender Inclusion  
 526 Hazing  
 413 Prohibiting Harassment and Violence  
 Duluth Public Schools Code of Conduct

Adopted: 06-15-2023  
 Reviewed: 02-11-2025

## Statewide Assessments:

### Parent/Guardian Participation Guide and Refusal Information

Your student’s participation in statewide assessments is important as it allows your school and district to ensure all students have access to a high-quality education. In the past, students with disabilities and English learners were often excluded from statewide assessments. By requiring that all students take statewide assessments, schools and teachers have more information to see how all students are doing. This helps schools to continuously improve the education they provide and to identify groups, grades, or subjects that may need additional support.

#### Assessments Connect to Standards

Statewide assessments are based on the [Minnesota Academic Standards](#) or the [WIDA English Language Development Standards](#). These standards define the knowledge and skills students should be learning in K–12 districts and charter schools. Minnesota prioritizes high-quality education and statewide assessments give educators and leaders an opportunity to evaluate student and school success.

**Minnesota Comprehensive Assessments (MCA)**  
 MCA and the alternate assessments (Minnesota Test of Academic Skills (MTAS)/Alternate MCA) are the annual assessments in reading, mathematics and science that measure a snapshot of student learning of the Minnesota K–12 Academic Standards.

**ACCESS and WIDA Alternate ACCESS for English Learners**  
 The ACCESS and WIDA Alternate ACCESS are the annual assessments for English learners that provide information about their progress in learning academic English, based on the WIDA English Language Development Standards.

#### Statewide Assessments Help Families and Students

Participating in statewide assessments helps families see a snapshot of their student’s learning so they can advocate for their success in school. High school students can use MCA results:

- For Postsecondary Enrollment Options (PSEO) in grade 10.
- For course placement at a Minnesota State college or university. If students receive a college-ready score, they may not need to take a remedial, noncredit course for that subject.

English learners who take the ACCESS or WIDA Alternate ACCESS and meet certain requirements, have the opportunity to exit from English learner programs.

#### Taking Statewide Assessments Helps Your Student’s School

Statewide assessments provide information to your school and district about how all students are engaging with the content they learn in school. This information helps:

- Educators evaluate their instructional materials.
- Schools and districts identify inequities between groups, explore root causes and implement supports.
- School and district leaders make decisions on how to use money and resources to support all students.

#### Student Participation in Statewide Assessments

Student participation in state and locally required assessments is a parent/guardian choice. If you choose to have your student not participate in a statewide assessment, please provide a reason for your decision on the form below. Contact your student’s school to learn more about locally required assessments.

## Consequences of Not Participating in Statewide Assessments

- The student will not receive an individual score. For ACCESS and WIDA Alternate ACCESS, the student would not have the opportunity to exit their English learner program.
- School and district assessment results will be incomplete, making it more difficult to have an accurate picture of student learning.
- Since all eligible students are included in some calculations even when they do not participate, school and district accountability results are impacted. This may affect the school's ability to be identified for support or recognized for success.

Explore the [Statewide Testing page](#) for more information.

Check with your local school or district to see if there are any additional consequences for not participating.

(education.mn.gov > Students and Families > Programs and Initiatives > Statewide Testing)

### Additional Information

- On average, students spend less than 1% of instructional time taking statewide assessments each year.
- Minnesota statutes limit the total amount of time students can spend taking other district- or school-wide assessments to 11 hours or less each school year, depending on the grade.
- School districts and charter schools are required to publish an assessment calendar on their website by the beginning of each school year. Refer to your district or charter school's website for more information on assessments.

---

## Statewide Assessment: Parent/Guardian Decision Not to Participate

By completing this form, you are acknowledging that your student will not participate in statewide assessments and will not receive individual assessment results.

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Current Grade in School: \_\_\_\_\_ Student ID Number (if known): \_\_\_\_\_

School: \_\_\_\_\_ District: \_\_\_\_\_

Parent/Guardian Name (print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Reason for Refusal: \_\_\_\_\_

**Please indicate the statewide assessment(s) you are opting your student out of this school year:**

MCA/MTAS Reading

MCA/Alternate MCA Science

MCA/MTAS Mathematics

ACCESS/WIDA Alternate ACCESS

Contact your school or district for more information on how to opt out of local assessments.

(Note: This form is only applicable for the 20\_\_\_\_ to 20\_\_\_\_ school year.)

# 2025-2026 Student Handbook Changes

## Administration Team

- Updates to position titles and those hired.

## Part I - Information

- Communications
  - Everything in this section starting on page 10 was added.
- E-learning plan
  - Removed: Gives 6-12th grade students the opportunity to practice the kind of online learning that is increasingly part of college and the workplace.
  - Added: Parents/guardians must notify their child's school that they will be absent that day.
- School-Sponsored Student Publication was changed to "School-Sponsored Media"
  - Added:
    - is obscene to minors;
    - is defamatory;
    - is profane, harassing, threatening, or intimidating;
    - constitutes an unwarranted invasion of privacy;
    - violates federal or state law;
    - causes a material and substantial disruption of school activities;
    - is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
    - advertises or promotes any product or service not permitted for minors by law;
    - expresses or advocates sexual, racial, or religious harassment or violence or prejudice; or
    - is distributed or displayed in violation of time, place, and manner regulations.

## Part II - Academics

- Cheating and Plagiarism was changed to "Academic Dishonesty"
  - Changed "will" to "may be given"
- Homework changed to "Classwork and/or Homework"
  - Removed: Homework assignments are made by the teachers.
  - Added: Classwork and/or homework assignments vary by grade-level.
  - Added: Questions about student homework should be directed to classroom teachers.
- Immersion Language Programs
  - Removed: Lowell Elementary School as contact.

- Added: the Immersion Coordinator for the specific language program. Please see the Misaabekong Immersion website: <https://www.isd709.org/academics/k-12-curriculum-and-instruction/misaabekong> or the Nueva Vision Language Immersion website: <https://www.isd709.org/academics/k-12-curriculum-and-instruction/nueva-vision>.
- Extended School Year Opportunities
  - Removed: is the subject of an IEP
  - Added: qualifies through an IEP
- Field Trips
  - Removed: Field trips may be offered to supplement student learning in which students voluntarily participate and, if so, students who participate may be charged.
  - Added: Supplemental field trips are voluntary and there may be a fee for students to participate.
- Middle School Report Card
  - Added: The middle school follows a 7-period schedule with a modified block schedule 2 days per week.
  - Removed: A full schedule (100 % enrolled) is 6 classes with What I Need (WIN) Advisory, per semester.
  - Added: Skills for Success and Computer classes
- High School Report Card
  - Removed: Final semester grades are calculated as follows: quarter A grade (43%) plus quarter B grade (43%) plus final exam (14%) = Final Semester Grade.
  - Removed: A full schedule is 6 credit bearing courses with a mandatory What I Need (WIN) Advisory.
  - Removed: Students who participate in advanced coursework such as Honors, AP, PSEO, CITS, or other rigorous opportunities may have different grading guidelines as a result of the course requirements.
  - Added: A full schedule for grades 9-11 is six credit bearing courses per semester, for grade 12 is five credit bearing courses
- Postsecondary Enrollment Options (PSEO):
  - This section was completely updated.
- Summer School
  - This section was completely updated

### **Part III - Rules and Discipline**

- Internet Acceptable Use was updated to “Internet, Technology, Cell Phone Acceptable Use” to align with the new policy
- Level 4-Unlawful was changed to Level 4-Critical Incident.
  - The definition was updated to: Poses a significant threat to the safety and well-being of self or others, results in serious harm or chronic. Require immediate intervention and may involve law enforcement.

- Originally said: Unlawfully violates the rights of others. Puts self or others at risk, or are chronic.

#### **Part IV - Health and Safety**

- Crisis Management was updated to change “Crisis Management Policy” to Emergency Operations Plan” and remove all mentions of ALICE.
- Emergency Contact Information
  - Added: Please note that students can only be released to a listed Emergency Contact in the case of a reunification. For more information please see “Reunification” on the Safe & Welcoming web page: [isd709.org/about-us/safe-and-welcoming](http://isd709.org/about-us/safe-and-welcoming).
- First Aid
  - Added: The district has naloxone (Narcan® ) in each building in case of an opioid overdose. Locations of naloxone are known by trained staff. Tampering with naloxone is prohibited and may result in discipline.
- Head Lice
  - Added: Visit [isd709.org/families/health-services](http://isd709.org/families/health-services) for more information about head lice.
- Safety
  - Removed: Duluth Public Schools has adopted and implemented ALICE district-wide and is an official ALICE district. More information about ALICE and how we prepare students visit [isd709.org/about-us/safe-and-welcoming](http://isd709.org/about-us/safe-and-welcoming)..
  - Added: Students are expected to adhere to safety guidelines set by teachers or program staff and comply with course safety protocols.

#### **APPENDIX**

- Updated policies in the back: 515, 503, 413, 419, 504, 504R

# COMMENCEMENT

*Class of 2025*



*Denfeld Auditorium*

*Thursday, June 5, 2025*

*7:00 PM*

*"Take action. Every story you've ever connected with, every leader you've ever admired,  
every puny little thing that you've ever accomplished is the result of taking action. You have a choice.  
You can either be a passive victim of circumstance or you can be the active hero of your own life."*

- Bradley Withford

*Tom Tishler*

*6-16-25*

# PROGRAM

Program In order to preserve the dignity of this occasion, it is requested that no flash pictures be taken during the ceremony.  
Please hold all applause and actions that may distract from the ceremony until all students have received their diplomas.

Prelude.....	Kyle Picha
Processional, "Pomp and Circumstance".....	Edward Elgar
<i>(Please remain seated during Processional)</i>	
Welcome.....	Tom Tusken, Principal
Presentation of Colors.....	Matthew Yukich and Hunter Reeve
National Anthem.....	Kyra Mayer
<i>(Please stand if you are able)</i>	
Welcome & Introduction of Guests.....	Maria Oppelt
"Honor Song".....	Brian Stillday
"A Recipe for Change".....	Johanna Cummins, Senior Class Advisor
"For Good".....	Arr. by Huff
"Goodbye with a Side of Pi".....	Willow Olker
Combined Choir.....	"For Good", arr. by Huff
"A Community School".....	Viktor Kaiser
Presentation of Class & Comments.....	Tom Tusken, Principal
Acceptance of Class & Comments.....	John Magas, Superintendent of Schools
Awarding of Diplomas.....	Tom Tusken, Principal Joanna Sackette, Assistant Principal Tanya Jackson, Assistant Principal Johanna Cummins, Senior Class Advisor Jessica Anderson, Leah Hamm, and Geri Saari, Counselors
Turning of the Tassel.....	Ariel Schuman
"Halls of Denfeld".....	Traditional
Chimes.....	Andrew Engstrom
Recessional, "Triumphal March".....	Veg
<i>(Please remain seated until all graduates have recessed.)</i>	

# GRADUATES

Cole Dennis Abernethy #	Luca T Fisk	John Ray Klassen	Michael Rasch
Ethan Ames	Mekhi Michael Patrick Flood	Christian James Knox	Jaylynn Clay Reed
Amber Rose Anderson #	Kayla Earlene Norma Franke #	Haylee Grace Knutson	Hunter S Reeve
Deborah Sorcan Anderson #	Madelin Elizabeth Frazer #	Nathan John LaPlante	Isaak Charles Regas
Kayleigh Jane Anderson #	Hannah Rose Freberg #	Cayley Ann Larsen #	Celeste Magenta Reich
Toby Allen Anderson	Regine JoMaire Foegen Frederick @	Edward Lin #	Joshua Jordan Rock # @
Sienna Elizabeth Ansello	Edwin Douglas Frich	Madisen Marie Mackey	Maverick Scott Roduner
Darran D Atkins	Caroline Marie Gamache	Holly Anna-Louise Magariner #	Dayton J Sargent
Mikell Baker	Sadie Mae Gamble #	Skylar Ann Mallam	Kaitlyn Sue Sather
Dilin M Bakken	Rajon Gamble	Taye Mickel Manns #	Aviana Danielle Schmaltz #
Taniya Hope Batie	Lola Justine Garcia	Ethan Lee Marsh	Abigail J Schubert
Imala Rita-Jean Battees	Alexandra A Garcia Kokotovich	Jack Winston Marshall	Ariel Marie Schuman
Brock Dean Bauer #	Amelia Rose Gauss # @	Benjamin Angelo Martin	Henry Duncan Schwensohn
Wynnie Mae Beasley	Carys Leeann Gerard #	Madison Scott Mattson #	John James Scott #
Lilly Rae Berglund	Annika Skye Gjovik # @	Kyra Jane Mayer #	Brandon Lee Seaberg
Madison Binns #	Rhianna LaMae Glasgow	Adam Mark McGrew #	Benjamin Samuel Senich #
Scarlette Rose Bittinger	Conner Joseph Gooderham	Ryley Alexander McKeon #	Jordyn Riley Sershon #
Piper Ella Bjerke	Ethan Thomas Grover	Berkley Messel	Shamus Joseph Shea
Jace B Blakely	Travis Lee Hanson	Hannah Miletich #	Isabella/Elisha River Simonson #
Ethan Wayne Blix-Brost	Lexis Michelle Hardy-Toms	Julia Miletich	Kirn Singh
Ian Kiprono Boit	Nolan Charles Harju	Larisa Miller #	Travis Slinker
Tyler J Brannan	Keyshone LeTwaun Harris #	Mackenzie Rae Moe	Evan Homme Smith
Sarah J Brennan	Shaylea Rose Hashey	Cameron Mullen	Benjamin Raymond Snedker
Airaja Olivia Brodin	Cheyenne E Hautajarvi	Kenzie Marie Nading #	Scarlett Ruby Socha
Lilly Amorena Miran Brooks	Connor Robert Hell	Hunter S Nagle	Lachlan Jon Starstead
Evan Richard Bulthuis	Marcell McKinnis Maurice Hendricks #	Ethan David Nault	Alana Mabel Steel #
AlecZander James Bushnell	Silas Kent Herbert	MarAnda DeLanie Neadeau	Terrence Joseph Strong Boshey
Jailah Lynn Cahoon	Carter W Herrick	Katherine M Nelson	Logan Tanskanen
Addison Carr	Ryan Matthew Hoffmann #	Rochelle Faye Nelson	Jakiele Taylor
Cameron Richard Carson	Johnathan Michael Holmes	Tristin Micheal Nephew #	Sierra Thompson
Cameron William Carter	Amerikiss Rose Hunt	Chance William Nolte	Khoi Ahn Truong
Kate Noelle Christner #	Liberty Maria Hunt	Trinity Elizabeth Nordberg #	Gerek Tucker
Oliver Bruce Corbett	Morgan James Inciardi	Maria Lynn Norman	Julia Grace Tucker
Tucker Lindon Corbett	Josie Rose Jarvi	Tyler Brendan Northfield	Molly Doyle Tusken # @
Alex Haley Rose Davis	Jacob Oliver Jennings	Wesley Hazen Nurminen #	Dante Migizii Tyson
Jason Lee Dukart	Mason Jude Johnson # @	Alivia Dawn Nylund	Ava Walsburg
Danica A Duncan	Kimora Rose Johnson-Maki #	Meadow Marie O'Leary #	Autumn Marie Walters # @
Tessiah Tafari Duncan	Jordyn Marie Jorgenson	AyoTunde Emmanuel Obije	Gracen Rose Watts
Libby Angelee Jo Elliott #	Olivia Rae Jorgenson #	Lilly Dawn Olamide Obije	Brady T Wick
Camron James Ellis	Cooper Richard Kahring	Willow Springwind Olker # @	Tanner Joe Wienke
Jaylee M Engstrom	Viktor R Kaiser #	Alexis Marie Olson	Natalia Jean Williams #
Alliena Nicole Ericksen	Kylie Marie Keller	Chloe Mae Opland	Aunisty Marie Wright
Matthew Melvin Farleigh #	Oliver Teplica Keller #	Maria Ann Oppelt	Vanessa Pa Dee Xiong
Laila Lynn Feick	Reagan Georgia Kern #	Ethan Anthony Michael Parzych	Matthew John Philip Yukich #
MarNaries Lavelle Ferguson	Tabitha Le'ann King	Cannon M Peak	Gavin Mikhail Zigich # 187
Liam P Fish	Zaidea Quynn Kinziger	Atreju John Perry	

## **The Denfeld Staff Congratulates the Class of 2025**

*"You must find a way to get in the way and get in good trouble, necessary trouble. ...  
You have a moral obligation, a mission and a mandate, when you leave here, to go out and seek justice for all.  
You can do it. You must do it."*

- Rep. John Lewis

### **HALLS OF DENFELD**

#### ***Alma Mater***

Oh we love the halls of Denfeld that surround us here today  
And we will not forget tho' we be near or far away.

To the hallowed halls of Denfeld every voice will bid farewell  
And shimmer off in twilight like the old tower bell.

One day a hush will fall, the footsteps of us all,  
Will echo down the hall and disappear.

But as we sadly start, our journeys far apart,  
A part of every heart will linger here.

In the sacred halls of Denfeld where we lived and learned to know  
That thru the years we'll see you in the sweet after glow.

### **SCHOOL BOARD**

Kelly Durick Eder, *Chair*

Jill Lofald, *Vice Chair*

Henry Banks

Rosie Loeffler-Kemp

Sarah Mikesell

Amber Sadowski

Stephanie Williams

**Special thanks to Pianist, Kyle Picha, the sound & light booth operators,  
clerical staff, custodial staff and Alissa Boyhtari from Superior Blooms.**

# COMMENCEMENT

681

Duluth East High School  
June 4, 2025

\*\* Students ranking in the upper 5% of the graduating class (Silver Medallion) † Member of the National Honor Society (Gold Honor Cord)

East High Scholars: \* Students with a GPA of 3.6 and above (Gold Tassel)

## GRADUATES

Charlyn Sharon Ali

Connor Caeleum Alberson \*\*†

Aeris Ann Allan \*

Samuel Edison Allen

Dane Steven Allison

Alyssa Le Ann Altonen

Alta Joann Anderson

Bo Bradley Anderson

Siri Ava Anderson †

Aaron Caleb Anderson-Bonner

Lincoln Frierson Angradl

Kevin Shaun Askelin

Amya Makenzie Baasch

Jayden Michael Baasch

Timothy Walter Balthazor †

Madeline Ann Barnes \*

Jack Edvin Barron

Ernest John Barthel

Joseph Cadwell Bauer

William Forrest Baumgartner-Lewelle

Artes Ellen-Marie Baumgartner

Bradren Paul Bement

Amira Bensli

Elise Husrad Benson †

Samuel Flynn Benson \*

Giacomo Antonio Berarducci \*

Owen Steiner, Class Speaker 25

Adam Orion Bergstrom

Taleem Erik Berry

Nathaniel Taylor Beyer

Cele Rue Finlo \*

Alexander Truman Fillmore

Rakaela Raundez Lara

Isaac Orvis Erickson †

Alexa Drew Ensign \*\*†

Kira Elizabeth Kwapiak Engen

Elise Husrad Benson †

Samuel Flynn Benson \*

Giacomo Antonio Berarducci \*

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Nathaniel Taylor Beyer

Curran Nelson Conrad

Brooke Ann Cranston †

Emma Elizabeth Cranston \*\*†

Evran James Craycraft †

Juliana Arlene Degerstrom

Ava Marie Hendrickson \*

Christine Hendrickson \*

Pierce Lennon Hennessy

Holly Hermanson

Kunda Ding

Benjamin Joseph Disch \*

Brandon Thomas Donahue \*

Deyn McLain Dreher

Madalena Helena Drozdek

Simon Jacob Dryke \*

Christina Elise Duncan \*\*†

Orten Lamonn

Ellanor June Eastvold

Nash Charles Ellison

Samantha Mae Eilling †

Marie Marie Hugare †

Darren Allan Howell

Katherine Elaine Howard

Rianne M Makeda †

Madeline Ann Marks \*\*†

Hannah Ann Marie Martin

Mason Henrick Johnson

Callista Skye Johnson

Janine Marissa Frouden

Nash Anne Fuller \*

Sierra Lynn Fuller

Maya Marburg Geary \*

Lila Fern Kamden \*

Vincent Alexander Geiger

Tristan Alexander Gemin

Bryce Willard Roy Gerard

Ginger May Giddings †

Amelia Suzanne Gilbert †

Henry Able Goldberg \*

Clarice Paul Goman \*

Lason Cory Bruckelmyer

Lilly Elizabeth Bruckelmyer

Luciano Ross Bubacz

Olivia Emily Buresh \*

Peter Richard Gran †

Ava Shalom Hand-Johnson

Brooke Ann Hanhan †

Kristiana Lily Hansan

Soren John Hansen \*

Jocelyn AnnaMarie Hanson

Bridget Lily Harolin \*

William Lee Hassbrock

Anna-Britta Lill Helmer \*\*†

Jazlyn Marie Lian

Rex Allen Lien

Westin Lind Peterson †

Seiji Joshua Sudoh

Brody James Sullivan

Sam Douglas Peyer \*

Callan William Flau

Abigail Paige Linsten †

Benett Richard Lival \*

Gabriel Charles Logan

Courtney Storm Hislop †

John Scott Hoffman

Emma Noel Hoffmann

Adley Marie Hom

Jose Martene Homola

Avery James Hoole

Katherine Elaine Howard

Rianne M Makeda †

Madeline Ann Marks \*\*†

Hannah Ann Marie Martin

Mason Henrick Johnson

Callista Skye Johnson

Janine Marissa Frouden

Nash Anne Fuller \*

Sierra Lynn Fuller

Maya Marburg Geary \*

Lila Fern Kamden \*

Vincent Alexander Geiger

Tristan Alexander Gemin

Bryce Willard Roy Gerard

Ginger May Giddings †

Amelia Suzanne Gilbert †

Henry Able Goldberg \*

Clarice Paul Goman \*

Lason Cory Bruckelmyer

Lilly Elizabeth Bruckelmyer

Luciano Ross Bubacz

Hailey Lynn Kujawa

Brett James Kurth

Cannon Daniel Kush \*

Hardow Talma Greyce Lynn Larsen

Nathan Douglas Lee

Joseph Robert Lemnartson

Michael Warren Lewis

Jazlyn Marie Lian

Rex Allen Lien

Westin Lind Peterson †

Seiji Joshua Sudoh

Brody James Sullivan

Sam Douglas Peyer \*

Callan William Flau

Abigail Paige Linsten †

Benett Richard Lival \*

Gabriel Charles Logan

Courtney Storm Hislop †

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Madeline Ann Marks \*\*†

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Lila Fern Kamden \*

Vincent Alexander Geiger

Tristan Alexander Gemin

Bryce Willard Roy Gerard

Ginger May Giddings †

Amelia Suzanne Gilbert †

Henry Able Goldberg \*

Clarice Paul Goman \*

Lason Cory Bruckelmyer

Lilly Elizabeth Bruckelmyer

Luciano Ross Bubacz

Nolan Cage Paulson

Larissa Lynn Pearslee

Milo June Pekkala

Belle Kathryn Pennings

Robert Eugene Petersen

Derck Scott Peterson

Kyle Jeffrey Peterson †

Torin Kendrick Peterson \*

Westin Lind Peterson †

Seiji Joshua Sudoh

Brody James Sullivan

Sam Douglas Peyer \*

Callan William Flau

Abigail Paige Linsten †

Benett Richard Lival \*

Gabriel Charles Logan

Courtney Storm Hislop †

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Rianne M Makeda †

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Janine Marissa Frouden

Nash Anne Fuller \*

Sierra Lynn Fuller

Maya Marburg Geary \*

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Vincent Alexander Geiger

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Ginger May Giddings †

Amelia Suzanne Gilbert †

Henry Able Goldberg \*

Clarice Paul Goman \*

Lason Cory Bruckelmyer

Lilly Elizabeth Bruckelmyer

Luciano Ross Bubacz

Olivia Emily Buresh \*

Owen Patrick Steiner \*\*†

Gavin Theodore-Rodney Stocke

Henrick James Stocke

Treston D Stokes

Michelle Marja Stolp

Derck Scott Peterson

Kyle Jeffrey Peterson †

Torin Kendrick Peterson \*

Westin Lind Peterson †

Seiji Joshua Sudoh

Brody James Sullivan

Sam Douglas Peyer \*

Callan William Flau

Abigail Paige Linsten †

Benett Richard Lival \*

Gabriel Charles Logan

Courtney Storm Hislop †

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Rakaela Raundez Lara

Isaac Orvis Erickson †

Alexa Drew Ensign \*\*†

Kira Elizabeth Kwapiak Engen

Elise Husrad Benson †

Samuel Flynn Benson \*

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Brooke Ann Cranston †

Emma Elizabeth Cranston \*\*†

Evran James Craycraft †

Juliana Arlene Degerstrom

Ava Marie Hendrickson \*

Christine Hendrickson \*

Pierce Lennon Hennessy

Holly Hermanson

Kunda Ding

Benjamin Joseph Disch \*

# Commencement

## East High School

### Class of 2025



*Kerry Johnson*

Wednesday, June 4, 2025

7:00 pm

Amsoil Arena - DECC

### EAST HIGH SCHOOL ALMA MATER

We hail our Alma Mater, its glorious name we praise.

Each loyal son and daughter, too

A joyous song we'll raise.

Our birch trees white, our campus bright,

Our clear, blue northern sky

Will ever bring fond memories of our East High.

We fondly will remember, our lake of silvery blue

And near its shores, our Alma Mater, glorious to view.

We hold thee near; we hold thee dear.

We cherish every tie.

With reverence we will honor thee, our own East High

To faculty and classmates, we bid you fond farewell.

Our banners fly; our hopes are high; our thoughts will

always dwell.

Our memories dear, will bring a tear.

We'll often breathe a sigh.

We'll ne'er regret, we'll ne'er forget, our old East High.

-- Robert J. Vickers

### DULUTH SCHOOL BOARD MEMBERS

Ms. Kelly Durtick Eder, Chair

Ms. Jill Lofald

Mr. Henry Banks

Ms. Rosie Loeffler-Kemp

Ms. Sarah Mikesell

Ms. Amber Sadowski

Ms. Stephanie Williams

### SUPERINTENDENT

Mr. John Magas

### ASSISTANT SUPERINTENDENT

Mr. Anthony Bonds

### PRINCIPAL

Mr. Kelly Flohaug

### ASSISTANT PRINCIPALS

Mr. Jon Flaas

Mr. Kyle Rock

### ACTIVITIES DIRECTOR

Shawn Koed

The Class of 2025 numbers 379 graduates.



**DAE**

**Adult Diploma**

Vincent Asher  
Annelle Bellino  
Nastassia Brown  
Irene Cloud  
Caden Dudek  
Sophia Flink-Adduci  
Travis Flynn  
Jacquez Fondern  
Daniel Grew  
Craig Guntzburger  
Rachel Hagen  
Jasmine Hall (Kludt)  
Jayden Hester  
Alisha Johnson  
Lamar Johnson  
Damien Kozlowski  
Heziah Nelson \*  
JoAnn Ogima  
Raeshawn Pelfrey  
Michelle Peterson  
Emily Sam  
Lee Schiefen  
Paige Stojevich  
Amore Tyler  
Ashley Warren  
Chris Wilkerson  
Josiah Willis-Caldwell  
Crystal Woldridge  
E'Laserie Word

**GED**

Charles Bakke  
Dante Boone  
Delilah Nilsson



**Bridge Program**

DaVahn Addy  
Lucy Berkey  
Lucas Bunnell  
Mykayla Coiley  
Tyresse Coon  
Isaac Dalbec  
Caleb Douglas  
Rory Ekberg  
Sasha Goodman  
Abby Ramberg  
Zachary Reid  
Drewett Sathers  
Jonathan Sherrington  
Dayne Spry  
JayShon Smith

**AEO**

**High School Diploma**

Emilee Barstow  
Jack Brennan  
Clara Donovan  
Henry Drevnick  
Bella Erickson  
Thomas Fitzgerald  
Graci Gould  
Lauren Hested  
Olive Jeannette  
Grace M Johnson  
Lan Johnston  
Wynn Lobbestael  
Bennett Orobona  
Michael Rosenlund  
Katherine Selby  
Wyatt Stone  
Autumn Turpen

**STEPS**

Gracelynn Gibson  
Jillian Marholz

**Transition 12 Program**

Jacob Adkins  
Kali Kunkel \*



\* denotes class speakers

\* denotes class speakers

**ALC**

**High School Diploma**

Quinttin Adams  
Maylee Aker \*  
Jayna Almquist  
Darla Anderson  
Savannah Anderson  
Lily Bagley  
Lars Bangsund  
Caleb Bastian  
Thatcher Baumann  
Isaiah Baumgardner  
Rhoda Bautista Quijano  
Cadance Bean  
Summer Benedict  
Kaitlyn Blaisdell  
Brock Brady \*  
Lucas Brock  
Lucy Bruckelmyer  
Evan Butchart  
Dulce Cadena  
Scott Cain  
Addison Carr  
Gabriella Carter \*  
Tobias Christopher  
Delaney Clements  
Erika Cole  
Jason Couillard  
Nazareth Dean  
Maxim DeRosier  
Charlye Dunker-Newberg  
Braden Enger  
Ava Fischer  
Christian Francisco  
Gallegos  
Dustin Gill  
Dominic Gingerelli

London Green  
Gaven Gulbranson  
Warren Halverson  
Liberty Haney  
Melanie Hanson  
Ayla Hatman  
Wyatt Hiler  
Izabel Hoglund  
Jenna Hoppe  
Joseph Howard  
Kennedy Hraban  
Samantha Jablonsky  
Emia Jenkins  
Aniyah Johnson  
Emily Johnson  
Kailee Johnson  
Aidan Johnston  
Kyleigh Jones  
Jazmine Jones  
Aiden Klehr  
Amelia Knudsen  
Paiten Koss  
Joshua Kough  
Bryson LaBarge  
Kylie Laine  
Chloe Lane  
Maya Larson  
Edison Lee  
Jocelyn Lee  
Jack LeMay \*  
Caleb Lewis  
Emma Lightfeather  
Ian Loupe  
Isaiah Lozano  
Samuel Luoma  
Giavanna Lussier  
Deja McCauley  
Dylan McDevitt

Maranda McKinney  
Jalishua McKinney  
Marissa Melander  
Truman Monson  
Ryan Morrison  
Maninderpal Multani  
Zander Myer  
Maria Norman  
Landen Norris  
Prescott Nygaard  
Jack Olson  
Madix Olson  
Grace Oman  
Cayden Pappas  
Zoey Peacock  
Jack Penn-Hogen  
Riley Perrin  
Jack Pitoscia  
Rhema Placencio  
Riker Polensky  
Cleauna Portis  
Lyrae Raisanen  
Whispers-in-the-Wind  
RedBrook  
Antonio Reynolds  
Gavin Reynolds  
Robert Richards  
Jordan Roth  
Konnor Routley  
David Rutka  
Fiona Sanders  
Avera Scheibelhut  
Charles Schutz  
Kiarra Simenson  
Jed Simonson  
Conner Slater  
Travis Slinker  
James Smith

Michael Snodgrass Jr.  
Aaron Spearman  
Addison Renee Stockton  
Jeremiah Stringer  
Carter Sundberg  
Logan Tanskanen  
Sydni Jo Telando  
Bentley Terch  
Toni Tharaldson  
Elijah Thomas  
Sierra Thompson  
Skyler Thoreson  
Clay Thorpe  
Cecelia Tommaro  
Lillian Travaglione  
Dakota Trea-Myers  
Gerek Tucker  
Gracie Voltzke  
Amelia Waliezer  
Ava Walsburg  
Aiden Whelan  
Connor Williams  
Brant White



\* denotes class speakers

May 15, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Christian Andres Francisco Gallegos</b>	<b>Duluth Public Schools</b>	<b>5/5/2025</b>

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

Nathan Glöckle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

May 8, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Jenna Hoppe	Duluth Public Schools	5/7/2025

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

May 8, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Jazmine Jones	Duluth Public Schools	5/8/2025

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

May 15, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Dominic Gingerelli</b>	<b>Duluth Public Schools</b>	<b>5/12/2025</b>
<b>Lucy Bruckelmyer</b>	<b>Duluth Public Schools</b>	<b>5/12/2025</b>
<b>Lars Bangsund</b>	<b>Duluth Public Schools</b>	<b>5/13/2025</b>
<b>Liberty Haney</b>	<b>Duluth Public Schools</b>	<b>5/13/2025</b>

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

June 2, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Lillian Travaglione	Duluth Public Schools	5/12/2025

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 5/15/2025

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

Alisha Johnson

5/15/2025

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 5/15/2025

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

Josiah Willis-Caldwell

5/15/2025

May 20, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Paiten Koss</b>	<b>Duluth Public Schools</b>	<b>5/19/2025</b>

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

May 21, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Kiarra Simenson	Duluth Public Schools	5/20/2025
Aiden Klehr	Duluth Public Schools	5/21/2025
Izabel Hoglund	Duluth Public Schools	5/21/2025
Gavern Gulbranson	Duluth Public Schools	5/21/2025

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

June 2, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Gaven Gulbranson</b>	<b>Duluth Public Schools</b>	<b>5/21/2025</b>

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: Crystal Woldridge

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

Crystal Woldridge

5/22/2025

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 5/22/2025

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

Amore Tyler

5/22/2025

May 22, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Logan Paul Tanskanen</b>	<b>Duluth Public Schools</b>	<b>5/22/2025</b>

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

Nathan Glöckle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

May 14, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Rory Ares Ekberg</b>	<b>Duluth Public Schools</b>	<b>5/29/2025</b>

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

Nathan Glöckle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

May 27, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Braden Enger</b>	<b>Duluth Public Schools</b>	<b>5/27/2025</b>
<b>Aidan Johnston</b>	<b>Duluth Public Schools</b>	<b>5/27/2025</b>
<b>Joshua Kough</b>	<b>Duluth Public Schools</b>	<b>5/27/2025</b>

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

May 27, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Braden Enger	Duluth Public Schools	5/27/2025
Aidan Johnston	Duluth Public Schools	5/27/2025
Joshua Kough	Duluth Public Schools	5/27/2025

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

May 27, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Braden Enger	Duluth Public Schools	5/27/2025
Aidan Johnston	Duluth Public Schools	5/27/2025
Joshua Kough	Duluth Public Schools	5/27/2025

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

May 28, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Robert Richards</b>	<b>Duluth Public Schools</b>	<b>6/3/2025</b>
<b>Maria Norman</b>	<b>Duluth Public Schools</b>	<b>5/28/2025</b>
<b>Jalishua McKinney</b>	<b>Duluth Public Schools</b>	<b>5/28/2025</b>
<b>Clay Thorpe</b>	<b>Duluth Public Schools</b>	<b>5/28/2025</b>
<b>Bryson LaBarge</b>	<b>Duluth Public Schools</b>	<b>5/28/2025</b>
<b>Antonio Reynolds</b>	<b>Duluth Public Schools</b>	<b>5/28/2025</b>

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

May 29, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Maxim John DeRosier</b>	<b>Duluth Public Schools</b>	<b>5/29/2025</b>

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

Nathan Glöckle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

May 29, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Carter Nathaniel Sundberg</b>	<b>Duluth Public Schools</b>	<b>5/29/2025</b>

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

Nathan Glöckle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center



**Duluth Public  
Schools**  
Every Student. Every Day.

Shannon Brown <shannon.brown@isd709.org>

## Fwd: Diploma request

1 message

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

Fri, May 9, 2025 at 10:23 AM

Good morning! Happy Friday! Can you take care of this please?

Appreciatively,

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



**Our Mission:** Denfeld's Spirit creates a safe and welcoming environment that provides **Opportunities** for all. We **Achieve** academic success, build relationships, and show **Respect** for all, so our students can accomplish their dreams, contribute to their communities, and improve our world.

**Our Vision:** We will work with our communities to:

- Offer engaging and differentiated academics with multiple tiers of support
- Foster accountability through proactive and restorative systems
- Prioritize relationships through social and emotional learning



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

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

From: **Lisa Post** <christine.post@isd709.org>  
Date: Fri, May 9, 2025 at 7:08 AM  
Subject: Diploma request  
To: Tracy Robertson <tracy.robertson@isd709.org>  
Cc: geraldine saari <geraldine.saari@isd709.org>, Joanna Sackette <joanna.sackette@isd709.org>

Tracy,

Could you request a diploma for the following student with a graduation date of 5/28/25? Thank you as always.

**Sathers, Drewett R L**

**Christine "Lisa" Post**

Work Experience Teacher  
Bridge Program ISD #709

Mailbox at Denfeld High School-Bridge Program

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

213

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 5/29/2025

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

Vincent Asher

5/29/2025

May 29, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Dakota James Trea-Myers</b>	<b>Duluth Public Schools</b>	<b>5/29/2025</b>

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

Nathan Glöckle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

June 2, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Cleauna Le'Cary Portis	Duluth Public Schools	6/2/2025

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

Nathan Glöckle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

June 2, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Jack Pitoscia	Duluth Public Schools	6/3/2025

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

June 2, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Aniyah Johnson</b>	<b>Duluth Public Schools</b>	<b>5/30/2025</b>
<b>Cecelia Tommaro</b>	<b>Duluth Public Schools</b>	<b>6/2/2025</b>
<b>Travis Slinker</b>	<b>Duluth Public Schools</b>	<b>6/2/2025</b>
<b>Aaron Spearman</b>	<b>Duluth Public Schools</b>	<b>6/2/2025</b>
<b>Riley Perrin</b>	<b>Duluth Public Schools</b>	<b>6/2/2025</b>
<b>Jayna Almquist</b>	<b>Duluth Public Schools</b>	<b>6/2/2025</b>
<b>Quinttin Adams</b>	<b>Duluth Public Schools</b>	<b>6/2/2025</b>
<b>Savannah R Anderson</b>	<b>Duluth Public Schools</b>	<b>6/2/2025</b>
<b>Jed Simonson</b>	<b>Duluth Public Schools</b>	<b>6/2/2025</b>
<b>Whispers-in-the-Wind Redbrook</b>	<b>Duluth Public Schools</b>	<b>6/2/2025</b>
<b>Ava Walsburg</b>	<b>Duluth Public Schools</b>	<b>6/2/2025</b>

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

May 7, 2025

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Lauren Marie Hested</b>	<b>Academic Excellence Online</b>	<b>6/3/2025</b>

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

Nathan Glöckle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

## 501 SCHOOL WEAPONS POLICY

***[Note: School districts are required by statute to have a policy addressing these issues. ATTENTION: This policy incorporates certain provisions of the Minnesota Citizens' Personal Protection Act (often referred to as the "conceal and carry" law).]***

### I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public. Establishing a weapons free school zone is one element of creating a safe environment. Duluth Public Schools promotes the safe storage of guns in accordance with [School Board Resolution](#) for the safe storage of weapons.

### II. GENERAL STATEMENT OF POLICY

No student or non-student, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

### III. DEFINITIONS

#### A. "Weapon"

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

B. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

C. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

D. "Dangerous Weapon" means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees

Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.

#### IV. EXCEPTIONS

- A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.
- B. It shall not be a violation of this policy if a non-student (or student where specified) falls within one of the following categories:
1. Active licensed peace officers;
  2. Military personnel, or students or non-students participating in military training, who are on duty performing official duties;
  3. Persons authorized to carry a pistol under ~~Minn. Stat. §~~ **Minnesota Statute section** 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;
  4. Persons who keep or store in a motor vehicle pistols in accordance with ~~Minn. Stat. §§~~ **Minnesota Statute section** 624.714 or 624.715 or other firearms in accordance with ~~§~~ **Minnesota Statute section** 97B.045;
    - a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."
    - b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with ~~§§~~ **sections** 624.714 and 624.715.
  5. ~~Firearm safety or marksmanship courses or activities for students or non-students conducted on school property;~~
  6. Possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
  7. ~~A gun or knife show held on school property;~~
  8. ~~Possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or~~
  9. ~~Persons who are on unimproved property owned or leased by a child care~~

center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

**[Note: Nothing prevents a school district from being more stringent in its weapons policy with respect to students and school district employees than the criminal law, except that the school district may not prohibit the lawful carry or possession of firearms in a parking facility or parking area. Although some school districts may choose to incorporate all of the exceptions to the criminal law, other school districts may choose either not to incorporate some or all of the exceptions or to further limit them. For example, a school district may choose to require written permission from the superintendent, not just a principal, for someone to possess a dangerous weapon in a school location. This would impose a more stringent requirement than the exceptions to the general prohibition of having a weapon on school grounds set forth in Minnesota Statutes, section 609.66, Subdivision 1d (f) listed in Section IV.B. above. However, a school district may not regulate firearms, ammunition, or their respective components, when possessed or carried by nonstudents or nonemployees, in a manner that is inconsistent with Minnesota Statutes, section 609.66, Subdivision 1d.]**

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use, or distribution of weapons by students or non-students, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or non-students. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

1. A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to non-student permit-holders authorized under ~~Minn. Stat. §~~ **Minnesota Statute section** 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.
2. An employee who is a permit-holder authorized under Minn. Stat. § 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle must receive written permission from the Superintendent/designee; furthermore, the firearm must have a trigger lock and be stored in a locked container or locked compartment of the vehicle.

**V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/ DISTRIBUTION**

- A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students **willfully** possessing, using, or distributing weapons shall include:
1. Immediate out-of-school suspension;

2. Confiscation of the weapon;
  3. Immediate notification of police;
  4. Parent or guardian notification; and
  5. Recommendation to the Superintendent of dismissal for a period of time not to exceed one year.
- B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.
- C. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.
- ED. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the Superintendent **or designee** may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

## VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

- A. Employees
1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.
  2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.
  3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

***[Note: An employer may establish policies that restrict the carry or possession of firearms by its employees while acting in the course and scope of employment. Employment-related sanctions may be invoked for a violation. Thus, for example, reasonable limitations may be imposed on the method of storing firearms by permit-holding employees while at work or performing employment-related duties. Reasonable limitations may include requiring firearms to have trigger locks and to be stored in a locked container or locked compartment of the vehicle.]***

- B. Other Non-Students
1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.

2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

## **VII. REPORTS OF DANGEROUS WEAPON INCIDENTS IN SCHOOL ZONES**

The school district must electronically report to the Minnesota Commissioner of Education incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes section 121A.06.

**Legal References:** Minn. Stat. § 97B.045 (Transportation of Firearms)  
Minn. Stat. § 121A.05 (~~Referral to Police~~ **Policy to Refer Firearms Possessor**)  
**Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)**  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)  
**Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)**  
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)  
Minn. Stat. § 609.605 (Trespass)  
Minn. Stat. § 609.66 (Dangerous Weapons)  
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)  
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)  
18 U.S.C. § 921 (Definition of Firearm)  
*In re C.R.M.* 611 N.W.2d 802 (Minn. 2000)  
*In re A.D.*, 883 N.W.2d 251 (Minn. 2016)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
**MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)**

First Reading: 2/26/2019

**Adopted: 4/23/2019 ISD 709**

## **501 SCHOOL WEAPONS POLICY**

### **I. PURPOSE**

The purpose of this policy is to assure a safe school environment for students, staff and the public.

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

No student or non-student, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

### **III. DEFINITIONS**

#### **A. "Weapon"**

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

B. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

C. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

#### **IV. EXCEPTIONS**

- A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.
- B. It shall not be a violation of this policy if a non-student (or student where specified) falls within one of the following categories:
1. Active licensed peace officers;
  2. Military personnel, or students or non-students participating in military training, who are on duty performing official duties;
  3. Persons authorized to carry a pistol under Minn. Stat. § 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;
  4. Persons who keep or store in a motor vehicle pistols in accordance with Minn. Stat. §§ 624.714 or 624.715 or other firearms in accordance with § 97B.045;
    - a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."
    - b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with §§ 624.714 and 624.715.
  5. Firearm safety or marksmanship courses or activities for students or non-students conducted on school property;
  6. Possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
  7. A gun or knife show held on school property;
  8. Possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or

9. Persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use, or distribution of weapons by students or non-students, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or non-students. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

1. A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to non-student permit-holders authorized under Minn. Stat. § 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.
2. An employee who is a permit-holder authorized under Minn. Stat. § 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle must receive written permission from the Superintendent/designee; furthermore, the firearm must have a trigger lock and be stored in a locked container or locked compartment of the vehicle.

**V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/ DISTRIBUTION**

- A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students possessing, using, or distributing weapons shall include:
1. Immediate out-of-school suspension;
  2. Confiscation of the weapon;
  3. Immediate notification of police;
  4. Parent or guardian notification; and
  5. Recommendation to the Superintendent of dismissal for a period of

time not to exceed one year.

- B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.

- C. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the Superintendent or designee may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

## **VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS**

- A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.
2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.
3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

- B. Other Non-Students

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.
2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

**Legal References:** Minn. Stat. § 97B.045 (Transportation of Firearms)  
Minn. Stat. § 121A.05 (Referral to Police)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)  
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)  
Minn. Stat. § 609.605 (Trespass)  
Minn. Stat. § 609.66 (Dangerous Weapons)

Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)  
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)  
18 U.S.C. § 921 (Definition of Firearm)  
*In re C.R.M.* 611 N.W.2d 802 (Minn. 2000)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 525 (Violence Prevention)

First Reading: 2/26/2019  
**Adopted: 4/23/2019 ISD 709**

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

MSBA/MASA Model Policy 501

Orig. 1995

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

Rev. 2021

## **501 SCHOOL WEAPONS POLICY**

***[Note: School districts are required by statute to have a policy addressing these issues. ATTENTION: This policy incorporates certain provisions of the Minnesota Citizens' Personal Protection Act (often referred to as the "conceal and carry" law).]***

### **I. PURPOSE**

The purpose of this policy is to assure a safe school environment for students, staff and the public.

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

No student or nonstudent, including adults and visitors, shall possess, use, or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

### **III. DEFINITIONS**

#### **A. "Weapon"**

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
2. No person shall possess, use, or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

B. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

C. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

D. "Dangerous Weapon" means any firearm, whether loaded or unloaded, or any device

designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.

#### **IV. EXCEPTIONS**

- A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.
  
- B. It shall not be a violation of this policy if a nonstudent (or student where specified) falls within one of the following categories:
  - 1. active licensed peace officers;
  - 2. military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;
  - 3. persons authorized to carry a pistol under Minnesota Statutes section 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;
  - 4. persons who keep or store in a motor vehicle pistols in accordance with Minnesota Statutes section 624.714 or 624.715 or other firearms in accordance with Minnesota Statutes section 97B.045;
    - a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."
    - b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with Sections 624.714 and 624.715.
  - 5. firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;
  - 6. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
  - 7. a gun or knife show held on school property;

8. possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or
9. persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

***[Note: Nothing prevents a school district from being more stringent in its weapons policy with respect to students and school district employees than the criminal law, except that the school district may not prohibit the lawful carry or possession of firearms in a parking facility or parking area. Although some school districts may choose to incorporate all of the exceptions to the criminal law, other school districts may choose either not to incorporate some or all of the exceptions or to further limit them. For example, a school district may choose to require written permission from the superintendent, not just a principal, for someone to possess a dangerous weapon in a school location. This would impose a more stringent requirement than the exceptions to the general prohibition of having a weapon on school grounds set forth in Minnesota Statutes, section 609.66, Subdivision 1d (f) listed in Section IV.B. above. However, a school district may not regulate firearms, ammunition, or their respective components, when possessed or carried by nonstudents or nonemployees, in a manner that is inconsistent with Minnesota Statutes, section 609.66, Subdivision 1d.]***

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use, or distribution of weapons by students or nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or nonstudents. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to nonstudent permit-holders authorized under Minnesota Statutes section 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

**V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/ DISTRIBUTION**

- A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students willfully possessing, using, or distributing weapons shall include:
  1. immediate out-of-school suspension;
  2. confiscation of the weapon;

3. immediate notification of police;
  4. parent or guardian notification; and
  5. recommendation to the superintendent of dismissal for a period of time not to exceed one year.
- B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.
- C. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.
- D. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

## VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

- A. Employees
1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.
  2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.
  3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

***[Note: An employer may establish policies that restrict the carry or possession of firearms by its employees while acting in the course and scope of employment. Employment-related sanctions may be invoked for a violation. Thus, for example, reasonable limitations may be imposed on the method of storing firearms by permit-holding employees while at work or performing employment-related duties. Reasonable limitations may include requiring firearms to have trigger locks and to be stored in a locked container or locked compartment of the vehicle.]***

- B. Other Nonstudents
1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.
  2. If appropriate, law enforcement will be notified of the policy violation by the

member of the public and may be asked to provide an escort to remove the member of the public from the school location.

**VII. REPORTS OF DANGEROUS WEAPON INCIDENTS IN SCHOOL ZONES**

The school district must electronically report to the Minnesota Commissioner of Education incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes section 121A.06.

- Legal References:** Minn. Stat. § 97B.045 (Transporting Firearms)  
Minn. Stat. § 121A.05 (Policy to Refer Firearms Possessor)  
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)  
Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)  
Minn. Stat. § 609.02, subd. 6 (Definition of Dangerous Weapon)  
Minn. Stat. § 609.605 (Trespass)  
Minn. Stat. § 609.66 (Dangerous Weapons)  
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)  
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)  
18 U.S.C. § 921 (Definition of Firearm)  
*In re C.R.M.*, 611 N.W.2d 802 (Minn. 2000)  
*In re A.D.*, 883 N.W.2d 251 (Minn. 2016)

- Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

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

MSBA/MASA Model Policy  
512

Orig. 1995  
Rev. 2024

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

## **512 SCHOOL-SPONSORED STUDENT PUBLICATIONS AND ACTIVITIES**

### **I. PURPOSE**

The purpose of this policy is to protect students' rights to free speech in production of school-sponsored media and activities while at the same time balancing the school district's role in supervising student publications and the operation of public schools.

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

- A. Expressions and representations made by students in school-sponsored publications and activities are not expressions of official school district policy. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.
- B. Students who believe their right to free expression has been unreasonably restricted in school-sponsored media or activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
  - 1. Students producing school-sponsored media and activities shall be under the supervision of a faculty advisor and the school principal. School-sponsored media and activities shall be subject to the guidelines set forth below.
  - 2. School-sponsored media may be distributed at reasonable times and locations.

### **III. DEFINITIONS**

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting, or displaying material, or placing materials in internal staff or student mailboxes.
- B. "Material and substantial disruption" of a normal school activity means:
  - 1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
  - 2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- C. "Minor" means any person under the age of eighteen (18).

- D. "Obscene to minors" means:
1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
  2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
  3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- E. "School activities" means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- F. "School-sponsored media" means material that is:
1. prepared, wholly or substantially written, published, broadcast, or otherwise disseminated by a student journalist enrolled in the school district;
  2. distributed or generally made available to students in the school; and
  3. prepared by a student journalist under the supervision of a student media adviser.
- School-sponsored media does not include material prepared solely for distribution or transmission in the classroom in which the material is produced, or a yearbook.
- G. "Student journalist" means a school district student in grades 6 through 12 who gathers, compiles, writes, edits, photographs, records, or otherwise prepares information for dissemination in school-sponsored media.
- H. "Student media adviser" means a qualified teacher, as defined in Minnesota Statutes, section 122A.16, that the school district employs, appoints, or designates to supervise student journalists or provide instruction relating to school-sponsored media.

#### **IV. GUIDELINES**

- A. Except as provided in paragraph B below, a student journalist has the right to exercise freedom of speech and freedom of the press in school-sponsored media regardless of whether the school-sponsored media receives financial support from the school or district, uses school equipment or facilities in its production, or is produced as part of a class or course in which the student journalist is enrolled. Freedom of speech includes freedom to express political viewpoints. Consistent with paragraph B below, a student journalist has the right to determine the news, opinion, feature, and advertising content of school-sponsored media. The school district must not discipline a student journalist for exercising rights or freedoms under this paragraph or the First Amendment of the United States Constitution.
- B. Student expression in school-sponsored media, a yearbook, or school-sponsored activity is prohibited when the material:

1. is obscene to minors;
  2. is defamatory;
  3. is profane, harassing, threatening, or intimidating;
  4. constitutes an unwarranted invasion of privacy;
  5. violates federal or state law;
  6. causes a material and substantial disruption of school activities;
  7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
  8. advertises or promotes any product or service not permitted for minors by law;
  9. advocates sexual, racial, or religious harassment or violence or prejudice; or
  10. is distributed or displayed in violation of time, place, and manner regulations.
- C. The school district must not retaliate or take adverse employment action against a student media adviser for supporting a student journalist exercising rights or freedoms under paragraph A above or the First Amendment of the United States Constitution.
- D. Notwithstanding the rights or freedoms of this Article or the First Amendment of the United States Constitution, nothing in this Article inhibits a student media adviser from teaching professional standards of English and journalism to student journalists.

These professional standards may include, but are not limited to, the following:

1. assuring that participants learn whatever lessons the activity is designed to teach;
  2. assuring that readers or listeners are not exposed to material that may be inappropriate for their level of maturity;
  3. assuring that the views of the individual speaker are not erroneously attributed to the school;
  4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;
  5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;
  6. assuring that the school is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.
- E. Time, Place, and Manner of Distribution

Students shall be permitted to distribute written materials at school as follows:

1. Time

Distribution shall be limited to the hours before the school day begins, during lunch hour and after school is dismissed.

2. Place

Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entry ways, and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

3. Manner

No one shall induce or coerce a student or staff member to accept a student publication.

**V. POSTING**

The school district must adopt a student journalist policy consistent with Minnesota Statutes, section 121A.80 and post it on the district website.

**Legal References:** U. S. Const., amend. I  
*Morse v. Frederick*, 551 U.S. 393 (2007)  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260 (1988)  
*Bystrom v. Fridley High School, I.S.D. No. 14*, 822 F. 2d 747 (8<sup>th</sup> Cir. 1987)  
Minn. Stat. § 121A.03 (Model Policy)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. § 121A.80 (Student Journalism; Student Expression)

**Cross References:** Policy 505 (Distribution of Non-school-Sponsored Materials on School Premises by Students and Employees)  
Policy 506 (Student Discipline)  
Policy 904 (Distribution of Materials on School District Property by Non-school Persons)

## **~~5080 STUDENT EXPRESSION OF OPINION~~**

~~Students, as any other citizens, have the right to express their opinion. Historically, the school has been a place for the exchange of ideas and the dissemination of information; consequently, the schools should provide all possible opportunities for students to discuss issues and to express their opinions on school policies, programs of studies, and areas of public concern. Such discussions should be carried on in an atmosphere of mutual respect with all points of view having equal opportunity to be presented.~~

~~Although students have the right to express opinions, to make suggestions to school administrators and faculty, and to be heard in the setting up of rules of conduct, until changes are made, they must follow the established rules and policies of the school. Any outside person who interferes with the normal functioning of the school or who engages in any unauthorized activity on school property shall be asked to leave, and if he refuses to do so, the school administrator or teacher in charge shall request his removal by law enforcement officers.~~

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

~~Revised: 0-6-20-1995 ISD-709~~

Duluth Public Schools ISD 709 | 215 N First Avenue East | Duluth, MN 55802 | (218) 336-8752

## **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 shall form a health and safety advisory committee, referred to as the Occupational Safety Committee, to be chaired by the Health, Safety, and Environmental Coordinator. The 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 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 Occupational Safety Committee shall carry out all of the duties established under Minnesota Statute section 182.676.

### **III. EMPLOYEE PROCEDURES**

- A. Based upon recommendations from the 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 Health, Safety, and Environmental Coordinator on an annual basis and shall be made available on the staff portal of 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 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 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 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 Occupational Safety 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. § 121A.32 (Eye Protective Devices)  
Minn. Stat. § 123B.56 (Health, Safety, and Environmental Management)  
Minn. Stat. § 123B.57 (Capital Expenditure; Health and Safety)  
Minn. Stat. § 182 (Occupational Safety and Health)  
Minn. Rules Part 5208.0010 (Applicability)  
Minn. Rules Part 5208.0070 (Accident and Injury Reduction Program;  
Alternative Forms of Committee)  
29 CFR § 1910 (OSHA General Industry Standards)  
29 CFR § 1926 (OSHA Construction Standards)

**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)

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Adopted: 06.17.2025

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## **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 shall form a health and safety advisory committee, referred to as the Occupational Safety Committee, to be chaired by the Health, Safety, and Environmental Coordinator. The 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 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 Occupational Safety Committee shall carry out all of the duties established under ~~Minn. Stat. §~~ **Minnesota Statute section** 182.676.

### **III. EMPLOYEE PROCEDURES**

- A. Based upon recommendations from the 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 Health, Safety, and Environmental Coordinator on an annual basis and shall be made available on **the staff portal of 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 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 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 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
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21. Integrated Pest Management
22. Laboratory Safety Standard/Chemical Hygiene Plan
23. Lead in Paint
24. Lead in Water and Well Water Management
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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 **Occupational Safety 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. § 121A.32 \(Eye Protective Devices\)](#)  
Minn. Stat. § 123B.56 (Health, Safety, and Environmental Management)  
Minn. Stat. § 123B.57 (Capital Expenditure; Health and Safety)  
Minn. Stat. § 182 (Occupational Safety and Health)  
Minn. Rules Part 5208.0010 (Applicability)  
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**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: 04.26.2022  
Second Reading: 05.17.2022

## 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~~

## **412 EXPENSE REIMBURSEMENT**

### **I. PURPOSE**

The purpose of this policy is to identify school district business expenses and how they are either prepaid by the District or reimbursed to the employee.

### **II. AUTHORIZATION**

All school district business expenses to be prepaid or reimbursed must be approved by the supervising administrator. Such expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district business-related expenses.

### **III. PREPAYMENT**

- A. Requests for prepayment of expenses must be on the official school district form and are submitted to the designated administrator for review and approval. Supporting documentation must also be attached.

### **IIII. REIMBURSEMENT**

- A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, meals, parking and other reasonable and necessary expenses must be attached to the reimbursement form.
- B. Automobile travel shall be reimbursed at the mileage rate set by the Internal Revenue Service. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

### **IVV. AIRLINE TRAVEL CREDIT**

- A. Employees utilizing school district funds to pay for airline travel are required to ensure that any credits or other benefits issued by any airline accrue to the benefit of the school district rather than the employee.
  - 1. To the extent an airline will not honor a transfer or assignment of credit or benefit from the employee to the school district, the employee shall report receipt of the credit or benefit to the designated administrator within 90 days of receipt of the credit or benefit.
  - 2. Reports of the receipt of an airline credit or benefit shall be made in writing and shall include verification from the airline as to the credit or benefit received. Reimbursement for airline travel expenses will not be made until such documentation is provided.
- B. Employees who have existing credits or benefits issued by an airline based upon previously reimbursed airline travel for school district purposes will be required to utilize those credits or benefits toward any subsequent airline travel related to school district purposes, prior to reimbursement for such travel, to the extent permitted and/or feasible.
- C. The requirements of this section apply to all airline travel, regardless of where or how the tickets are purchased.

**VI. MONITORING**

The Finance Department will monitor reimbursement for adherence to applicable policies before reimbursement are made.

**VVVI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES**

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

**Legal References:** Minn. Stat. § 15.435 (Airline Travel Credit)  
Minn. Stat. § 471.665 (Mileage Allowances)  
Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)  
Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)  
Minn. Op. Atty. Gen. 161B-12 (Jan. 24, 1989) (Operating Expenses of Car)

**Cross References:** MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)

New Policy  
Replacing: 3135, 3136  
First Reading: 07-16-2019  
Adopted: 08-20-2019  
Reviewed: 06.17.2025

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

MSBA/MASA Model Policy 412

Orig. 1995

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

Rev. 2008

## **412 EXPENSE REIMBURSEMENT**

***[Note: School districts are required by statute to have a policy addressing these issues.]***

### **I. PURPOSE**

The purpose of this policy is to identify school district business expenses **and how they are either prepaid by the District or reimbursed to the employee.** ~~that involve initial payment by an employee and qualify for reimbursement from the school district, and to specify the manner by which the employee seeks reimbursement.~~

### **II. AUTHORIZATION**

All school district business expenses to be **prepaid or** reimbursed must be approved by the supervising administrator. Such expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district business-related expenses.

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- B. Automobile travel shall be reimbursed at the mileage rate set by the **Internal Revenue Service** ~~school board~~. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

### **IVV. AIRLINE TRAVEL CREDIT**

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**Cross References:** MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)

New Policy  
 Replacing: 3135, 3136  
 First Reading: 07-16-2019  
 Adopted: 08-20-2019

**Monthly Committee of the Whole Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Thursday, June 12, 2025

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. AGENDA ITEMS**

**A. Strategic Plan Alignment**

1) Advancing Equity - N/A

a. Language Access Plan Presentation

2

2) Supporting Every Student

a. Language Access Plan Presentation

19

b. Local Literary Plan

36

c. Student and Family Handbook 2025-2026

47

3) Improving Systems

a. 2025 Communication Update

118

**B. Budget Update**

1) Post Secondary Enrollment Options

133

2) 3rd Reading of Proposed FY26 Budget

140

**C. Other**


**4. ADJOURN**

## COW Agenda Cover Sheet

**Meeting Date:** Thursday, June 12th

**Topic:** ISD 709 Language Access Plan

**Presenter(s):** Adelle Wellens, Jackie Otway

**Attachment:**  Language Access Plan COW Presentation 6.12.25

 Duluth Public Schools Language Access Plan 25-26

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

This agenda item proposes the adoption of a comprehensive Language Access Plan (LAP) for our school district. The LAP is designed to ensure equitable access to all school programs, services, and activities for students and families who have limited English proficiency (LEP). This plan is a proactive measure to meet legal obligations under Title VI of the Civil Rights Act of 1964, and to uphold our commitment to inclusivity and student success.

**This Requires School Board Approval:** Yes

# ISD #709

# Language Access Plan

Adelle Wellens and Jackie Otway

## 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 ~~264~~ seen and heard.

## **Duluth Public Schools is committed to ensuring that every family has equitable access to information.**

Our Language Access Plan is designated to remove language barriers and empower families who prefer to communicate in a language other than English to engage in their children's education. This plan supports our diverse community by ensuring families can participate in school communications, events, and decision making processes, creating a more inclusive and welcoming environment for all.

**More than 27 languages are spoken in Duluth Public Schools homes.**

Spanish and Mandarin are the most common after English.

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### **123B.32 LANGUAGE ACCESS PLAN.**

**Subdivision 1. Language access plan required.** Starting in the 2025-2026 school year, during a regularly scheduled public board hearing, a school board must adopt a language access plan that specifies the district's process and procedures to render effective language assistance to students and adults who communicate in a language other than English. The language access plan must be available to the public and included in the school's handbook.

**Subd. 2. Plan requirements.** The language access plan must include how the district and its schools will use trained or certified spoken language interpreters for communication related to academic outcomes, progress, determinations, and placement of students in specialized programs and services; and how families and communities will be notified of their rights under this plan.

**Subd. 3. Regular review.** The board must review the plan every two years and update the plan as appropriate

# Language Identification

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## **Parents/Guardians: Preferred Language**

- During enrollment, parents and guardians specify their preferred language, which is recorded in their profile within the district's student information system.
- A flag is placed on the student's profile that an interpreter is needed, enabling staff in schools to support families who need language assistance and provide appropriate services.
- Families can update their preferred language at any time by contacting their school or updating their language in the Infinite Campus Parent Portal by going to Settings > Contact Preferences. This will change their preferred language in ParentSquare.

## **Students: English Learner (EL) Identification**

- All families complete the Minnesota Language Survey (MNLS) during enrollment, which identifies a student's language experiences through parent or guardian responses.
- If the survey indicates a potential English Learner, the district administers a state-approved language proficiency assessment to determine whether English language development services are needed and identify the student with EL status.
- Families are notified in the required timeline if their child qualifies for EL services using the District's Parent Notification Form. The notification includes the amount of time and type of EL service the child receives and shares the right to refuse service.
- Detailed information about ELD services can be found at the [ISD 709 English Language Development webpage](#).

# Communication Support

## I Need Assistance Cards

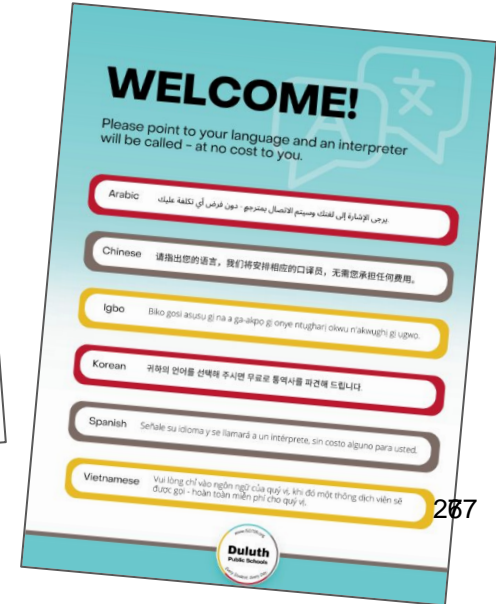
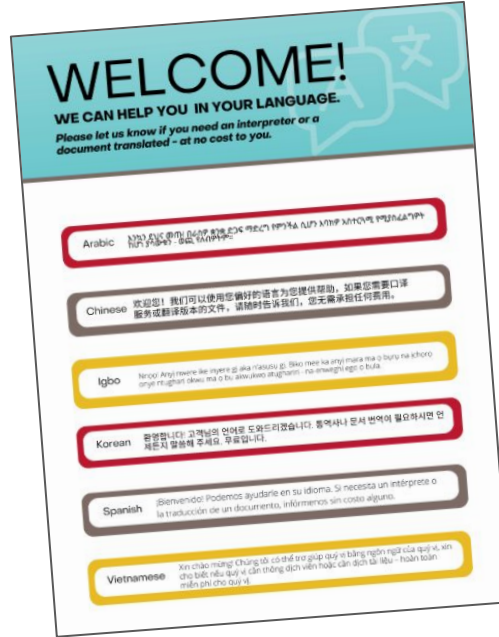
Each school has small cards requesting assistance in the district's top eight languages. Families can present these cards to request language services.

## We Can Help Posters

Signs informing individuals about their right to request interpreters or translation services are posted near each school's main entrance.

## Point To Your Language Signs

The top eight languages in our district are represented. Posters at each school's front desk also allow individuals to indicate their language, enabling staff to arrange appropriate services.



# Resource Web Pages

---

**Spanish and Mandarin (Standard Chinese) are Duluth Public Schools' most spoken languages after English. Therefore, we have decided webpages for Spanish-speaking and Mandarin-speaking families to provide essential information and resources, including:**

- Forms to request an interpreter or assistance
- How to translate the website instructions
- Student Handbook
- Enrollment procedures
- Health and mental health resources
- Nutrition services information
- Transportation information
- English Learner Program Information
- Guide to School for Families New to the Country
- District Calendar
- Guides to help families use school platforms (Canvas, Parent Portal, ParentSquare)

# Interpretation and Translation Services

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**Duluth Public Schools offers interpretation through over-the-phone interpreting (OPI), scheduled or on-demand video-remote interpreting (VRI), and in-person interpreting (spoken and/or ASL).**

An interpreter request form is posted in the district website under the English Language Development (ELD) program page. Staff and families can request an interpreter here. Currently ELD teachers receive this notification and request interpretation services through Clarity For All.

To improve access to interpretation services, instructions for requesting an interpreter directly through Clarity for All are provided, along with recommendations and guidelines for ethical and equitable use.

Website and Digital Communication Translation is available through Alboum Translation. Families can request document translation by contacting their school or school counselor.



# Support for Staff and Families

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- **English Language Development (ELD) Professionals:** Highly qualified, ELD licensed teachers provide multilingual learners additional instruction in English language development to ensure students can access grade-level content knowledge.
- **Integration Specialists:** Duluth Public Schools employs Integration Specialists to support our diverse community, helping families feel included and empowered to engage in their children's education.
- **Adelle Wellens, Communications Officer:** Adelle Wellens is the district's website administrator and is in charge of the district wide communication platform, ParentSquare. She has worked with Alboum Translation Services in the past.



## Questions?

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

# Duluth

## Public Schools



# Language Access Plan

[www.isd709.org/language](http://www.isd709.org/language)

# DULUTH PUBLIC SCHOOLS LANGUAGE ACCESS PLAN

Duluth Public Schools is committed to ensuring that every family has equitable access to information. Our Language Access Plan is designed to remove language barriers and empower families who prefer to communicate in a language other than English to engage in their children’s education. This plan supports our diverse community by ensuring families can participate in school communications, events, and decision making processes, creating a more inclusive and welcoming environment for all.

More than 27 languages are spoken in Duluth Public Schools homes. Spanish and Mandarin are the most common after English. Visit [isd709.org/language](http://isd709.org/language) for more information about our language services.

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## PURPOSE AND AUTHORITY

This Language Access Plan is intended to align with [Minn. Stat. § 123B.32](#) and [Title VI of the Civil Rights Act of 1964](#), which require school districts to provide/utilize processes and procedures that effectively assist students and adults who communicate in a language other than English. The Language Access Plan provides information about the Language Access tools, processes, and resources available for students, families, and staff in ISD 709.

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# DEFINITIONS

**Bilingual staff** are fluent in multiple languages but are not trained interpreters. They can assist with simple tasks (helping with forms/relaying basic messages) but should not interpret or be pulled from primary duties.

**English Language Development (ELD)** is a program in ISD 709 that provides academic English language support to multilingual learners.

**English Learner (EL)** is a student whose primary language is not English and requires language support.

**Interpretation** is rendering a spoken or signed communication from one language into another.

**Language Access Plan** is a written document that describes how our district will provide services, processes and procedures to render effective language assistance to students and families who prefer to communicate in a language other than English.

**Language access** refers to services and resources that enable timely and meaningful communication between English speakers and those who speak other languages.

**Multilingual Learner** is a broad category that includes students who were never identified for English Learner (EL) status, students currently receiving ELD instruction, and those who used to have EL status.

**Preferred Language** is the language in which parents or guardians request services, resources, and communications from schools and the district.

**Qualified Interpreters** are trained professionals who follow the National Code of Ethics and Standards to facilitate communication between individuals who do not share a common language.

**Translation** is converting written text from one language into written text in another, maintaining the original material's intended meaning. For languages that rely on an oral tradition (i.e., Somali), an oral interpretation may be used in place of written translation.

**Vital documents** refer to materials essential to a family's ability to access ISD 709 services. [Full definition.](#)

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# LANGUAGE IDENTIFICATION

## Parents/Guardians: Preferred Language

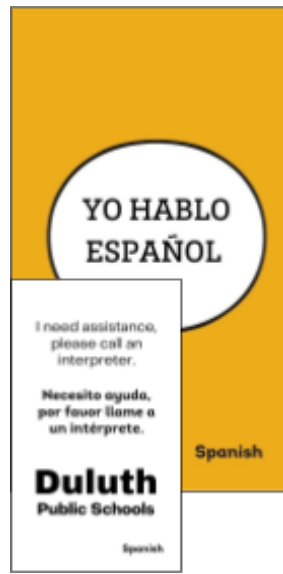
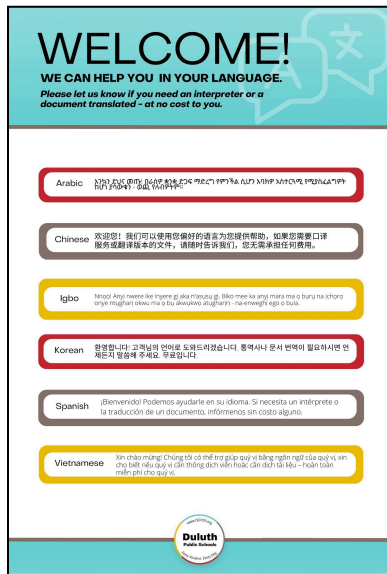
During enrollment, parents and guardians specify their preferred language, which is recorded in their profile within the district's student information system. A flag is placed on the student's profile that an interpreter is needed, enabling staff in schools to support families who need language assistance and provide appropriate services. Families can update their preferred language at any time by contacting their school or updating their language in Infinite Campus's Parent Portal by going to Settings > Contact Preferences. This will change their preferred language in ParentSquare.

## Students: English Learner (EL) Identification

All families complete the Minnesota Language Survey (MNLS) during enrollment, which identifies a student's language experiences through parent or guardian responses. If the survey indicates a potential English Learner, the district administers a state-approved language proficiency assessment to determine whether English language development services are needed and identify the student with EL status. Families are notified in the required timeline if their child qualifies for EL services using the District's Parent Notification Form. The notification includes the amount of time and type of EL service the child receives and shares the right to refuse service. Detailed information about ELD services can be found at the [ISD 709 English Language Development webpage](#).

# NOTICE OF LANGUAGE SERVICES

Duluth Public Schools is proud to provide language services. Families are informed of language services through school newsletters, printed flyers, Student Handbook and webpages. Examples include:



## I Need Assistance Cards

Each school has small cards requesting assistance in the district's top eight languages. Families can present these cards to request language services.

## We Can Help Posters

Signs informing individuals about their right to request interpreters or translation services are posted near each school's main entrance.

## Point To Your Language Signs

The top eight languages in our district are represented. Posters at each school's front desk also allow individuals to indicate their language, enabling staff to arrange appropriate services.

## English Language Development webpage

Find information about English Language Learner identification, request language services, entrance and exit procedures, and other frequently asked questions.

## Spanish & Mandarin Resource Pages

Spanish and Mandarin (Standard Chinese) are Duluth Public Schools' most spoken languages after English. Therefore, we have decided webpages for Spanish-speaking and Mandarin-speaking families to provide essential information and resources, including:

- Forms to request an interpreter or assistance
- How to translate the website instructions
- Student Handbook
- Enrollment procedures
- Health and mental health resources
- Nutrition services information
- Transportation information
- English Learner Program Information
- Guide to School for Families New to the Country
- District Calendar
- Guides to help families use school platforms (Canvas, Parent Portal, ParentSquare)

# INTERPRETATION

Interpretation from qualified interpreters is available for communications related to academic outcomes, progress, determinations, and placement of students in specialized programs and services, as well as conferences, enrollment, informational meetings, and more.

**Duluth Public Schools offers interpretation through** over-the-phone interpreting (OPI), scheduled or on-demand video-remote interpreting (VRI), and in-person interpreting (spoken and/or ASL).

Clarity Interpreting Services is available online at [clarity4all.com](https://clarity4all.com) and 24 hour phone services available at 218-340-6526.

For interpretation in American Sign Language (ASL), contact Julie Guddeck or fill out our [interpreter request form](#).

## How to access interpretation services

### Staff who need an interpreter:

1. **Assess the Need:** Determine the specific event details (date, time, location, duration) requiring an interpreter.
2. **Connect with Clarity For All:** Submit a request through the Clarity Interpreting Services online portal at [clarity4all.com](https://clarity4all.com) or using the [Clarity for All Interpreter Request Form](#).
  - a. **Urgent/Short Notice:** For immediate needs, call their 24-hour phone service at 218-340-6526.
3. **Provide Details and Confirm:** Clearly provide all necessary information about the interpretation needed to Clarity for All. Ensure you receive a confirmation of your booking.

### Families can request an interpreter:

- In-person or through our online [interpreter request form](#).

### Important Guidance:

- **Reliance on untrained students, siblings, friends, or staff to interpret is not acceptable.** Students and untrained adults should not act as intermediaries in parent/guardian communication, as it may lead to misunderstandings.
- **Request in Advance:** Provide as much notice as possible to the interpreter and family in need of services.
- **Be Clear and Complete:** Give accurate details (date, time, location, purpose, language) when requesting services.
- **Maintain Confidentiality:** Treat all interpreted information as private.
- **Communicate Changes:** Inform Clarity for All immediately of any cancellations or changes.
- **It is not recommended to use on-demand phone or video interpretation services for Individualized Education Program (IEP) or student behavior meetings.** To ensure accuracy and clarity, in-person interpreters or scheduled video calls with interpreters from our approved interpretation providers should be used.

# TRANSLATION

## Website Translation

Families can view all district and school websites in their preferred language by changing their preferred language in their browser settings or by selecting their language on the website by clicking the universal translation button on the top right of the webpage. The website chatbot “Learn with EmpowerED” will respond in the language the person uses to ask their questions.

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- Enables staff to communicate with families easily in their preferred language.

## HOW TO ACCESS TRANSLATION SERVICES

### Staff who need translations:

- Translation services are available by request for required documents in most languages.
- Alboum Translation Services will translate documents for a reasonable fee.
  - <https://alboum.com/>
  - (571) 765-3060
  - [info@alboum.com](mailto:info@alboum.com)
- State required documents are usually translated into 10 different languages. They can be found on the various state websites.
  - Statewide testing: <https://education.mn.gov/MDE/fam/tests/TranslatedDocuments/>
  - Educational Benefit Application: <https://education.mn.gov/MDE/dse/FNS/SNP/proc/App/>
  - Parental Rights under IDEA: <https://education.mn.gov/MDE/fam/sped/rights/>

### Families can request translation:

- By contacting their student’s school or school counselor.

### Important Guidance:

- Reliance on unapproved automated translation tools (such as Google Translate) is not recommended.
- When families cannot read written materials, oral interpretation may be necessary.

# SPECIALIST SUPPORT

Duluth Public Schools staff are responsible for ensuring meaningful and timely access to information in individuals’ preferred languages. This includes principals, assistant principals, teachers, office staff, counselors, cultural family advocates, school nurses, district staff and all other personnel.

Duluth Public Schools has designated roles to support multilingual families.

- **English Language Development (ELD) Professionals:** Highly qualified, ELD licensed teachers provide multilingual learners additional instruction in English language development to ensure students can access grade-level content knowledge. Comprehensive supports include:
  - **Specialized Instruction:** Teach targeted lessons to strengthen multilingual learners’ English skills in listening, speaking, reading and writing.
  - **Progress Monitoring:** Monitor and report students’ language development and academic growth, ensuring their progress receives support and recognition.
  - **Family Support:** Help multilingual families navigate the school system by offering resources and guidance to reinforce learning at home.
  - **Professional Learning:** Provide teachers and school staff with strategies and resources to understand and meet the needs of multilingual learners more effectively.

- **Integration Specialists:** Duluth Public Schools employs Integration Specialists to support our diverse community, helping families feel included and empowered to engage in their children’s education.
  - **Program Support:** Integration Specialists at all site levels will provide support in Culturally Responsive in-school learning opportunities, increased student-to-teacher connections, goal monitoring and Career & College Readiness access experiences and support.
  - **Academic Support:** The Integration Specialists will provide academic and cultural enrichment support to the students on their roster that are aligned with the Multi-Tiered System of Support (MTSS) Plan based on the identified needs of each school site.
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- **Families:** Language services are offered to families who indicate a preferred language other than English. Information about Language Services is shared with families through newsletters, printed flyers and posters, and the Student Handbook.

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**Duluth Public Schools continuously reviews and evaluates this Language Access Plan to ensure it effectively meets the needs of our diverse community.**

Feedback on the language services is collected from families and staff through surveys, focus groups, and meetings, providing valuable insights to refine and enhance the plan. The plan will be reviewed and updated by the Duluth School Board every two years.


We value your input on our language access services and are committed to providing high quality support. If you have feedback or suggestions for improvement, or if you experience challenges accessing services, please contact us at [info@isd709.org](mailto:info@isd709.org) or by mail at Duluth Public Schools, 709 Portia Johnson Dr., Duluth, MN 55811.


## COW Agenda Cover Sheet

**Meeting Date:** Thursday, June 12th

**Topic:** ISD 709 Language Access Plan

**Presenter(s):** Adelle Wellens, Jackie Otway

**Attachment:**  Language Access Plan COW Presentation 6.12.25

 Duluth Public Schools Language Access Plan 25-26

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

This agenda item proposes the adoption of a comprehensive Language Access Plan (LAP) for our school district. The LAP is designed to ensure equitable access to all school programs, services, and activities for students and families who have limited English proficiency (LEP). This plan is a proactive measure to meet legal obligations under Title VI of the Civil Rights Act of 1964, and to uphold our commitment to inclusivity and student success.

**This Requires School Board Approval:** Yes

# ISD #709

# Language Access Plan

Adelle Wellens and Jackie Otway

## 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.

**Duluth Public Schools is committed to ensuring that every family has equitable access to information.**

Our Language Access Plan is designated to remove language barriers and empower families who prefer to communicate in a language other than English to engage in their children’s education. This plan supports our diverse community by ensuring families can participate in school communications, events, and decision making processes, creating a more inclusive and welcoming environment for all.

**More than 27 languages are spoken in Duluth Public Schools homes.**

Spanish and Mandarin are the most common after English.

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**123B.32 LANGUAGE ACCESS PLAN.**

**Subdivision 1. Language access plan required.** Starting in the 2025-2026 school year, during a regularly scheduled public board hearing, a school board must adopt a language access plan that specifies the district's process and procedures to render effective language assistance to students and adults who communicate in a language other than English. The language access plan must be available to the public and included in the school's handbook.

**Subd. 2. Plan requirements.** The language access plan must include how the district and its schools will use trained or certified spoken language interpreters for communication related to academic outcomes, progress, determinations, and placement of students in specialized programs and services; and how families and communities will be notified of their rights under this plan.

**Subd. 3. Regular review.** The board must review the plan every two years and update the plan as appropriate

# Language Identification

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## **Parents/Guardians: Preferred Language**

- During enrollment, parents and guardians specify their preferred language, which is recorded in their profile within the district's student information system.
- A flag is placed on the student's profile that an interpreter is needed, enabling staff in schools to support families who need language assistance and provide appropriate services.
- Families can update their preferred language at any time by contacting their school or updating their language in the Infinite Campus Parent Portal by going to Settings > Contact Preferences. This will change their preferred language in ParentSquare.

## **Students: English Learner (EL) Identification**

- All families complete the Minnesota Language Survey (MNLS) during enrollment, which identifies a student's language experiences through parent or guardian responses.
- If the survey indicates a potential English Learner, the district administers a state-approved language proficiency assessment to determine whether English language development services are needed and identify the student with EL status.
- Families are notified in the required timeline if their child qualifies for EL services using the District's Parent Notification Form. The notification includes the amount of time and type of EL service the child receives and shares the right to refuse service.
- Detailed information about ELD services can be found at the [ISD 709 English Language Development webpage](#).

# Communication Support

## I Need Assistance Cards

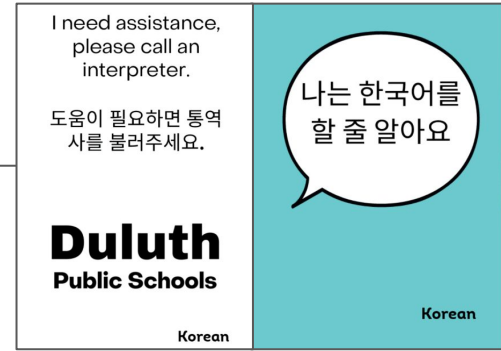
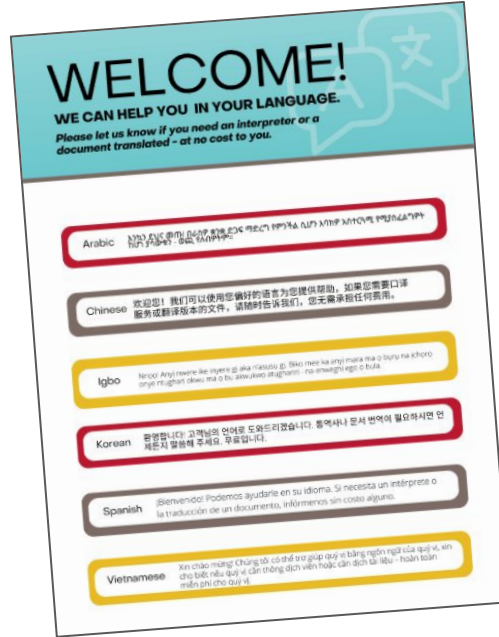
Each school has small cards requesting assistance in the district's top eight languages. Families can present these cards to request language services.

## We Can Help Posters

Signs informing individuals about their right to request interpreters or translation services are posted near each school's main entrance.

## Point To Your Language Signs

The top eight languages in our district are represented. Posters at each school's front desk also allow individuals to indicate their language, enabling staff to arrange appropriate services.



# Resource Web Pages

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**Spanish and Mandarin (Standard Chinese) are Duluth Public Schools' most spoken languages after English. Therefore, we have decided webpages for Spanish-speaking and Mandarin-speaking families to provide essential information and resources, including:**

- Forms to request an interpreter or assistance
- How to translate the website instructions
- Student Handbook
- Enrollment procedures
- Health and mental health resources
- Nutrition services information
- Transportation information
- English Learner Program Information
- Guide to School for Families New to the Country
- District Calendar
- Guides to help families use school platforms (Canvas, Parent Portal, ParentSquare)

# Interpretation and Translation Services

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**Duluth Public Schools offers interpretation through over-the-phone interpreting (OPI), scheduled or on-demand video-remote interpreting (VRI), and in-person interpreting (spoken and/or ASL).**

An interpreter request form is posted in the district website under the English Language Development (ELD) program page. Staff and families can request an interpreter here. Currently ELD teachers receive this notification and request interpretation services through Clarity For All.

To improve access to interpretation services, instructions for requesting an interpreter directly through Clarity for All are provided, along with recommendations and guidelines for ethical and equitable use.

Website and Digital Communication Translation is available through Alboum Translation. Families can request document translation by contacting their school or school counselor.



# Support for Staff and Families

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- **English Language Development (ELD) Professionals:** Highly qualified, ELD licensed teachers provide multilingual learners additional instruction in English language development to ensure students can access grade-level content knowledge.
- **Integration Specialists:** Duluth Public Schools employs Integration Specialists to support our diverse community, helping families feel included and empowered to engage in their children's education.
- **Adelle Wellens, Communications Officer:** Adelle Wellens is the district's website administrator and is in charge of the district wide communication platform, ParentSquare. She has worked with Alboum Translation Services in the past.



## Questions?

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

# Duluth

## Public Schools



# Language Access Plan

# DULUTH PUBLIC SCHOOLS LANGUAGE ACCESS PLAN

Duluth Public Schools is committed to ensuring that every family has equitable access to information. Our Language Access Plan is designed to remove language barriers and empower families who prefer to communicate in a language other than English to engage in their children’s education. This plan supports our diverse community by ensuring families can participate in school communications, events, and decision making processes, creating a more inclusive and welcoming environment for all.

More than 27 languages are spoken in Duluth Public Schools homes. Spanish and Mandarin are the most common after English. Visit [isd709.org/language](http://isd709.org/language) for more information about our language services.

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## PURPOSE AND AUTHORITY

This Language Access Plan is intended to align with [Minn. Stat. § 123B.32](#) and [Title VI of the Civil Rights Act of 1964](#), which require school districts to provide/utilize processes and procedures that effectively assist students and adults who communicate in a language other than English. The Language Access Plan provides information about the Language Access tools, processes, and resources available for students, families, and staff in ISD 709.

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# DEFINITIONS

**Bilingual staff** are fluent in multiple languages but are not trained interpreters. They can assist with simple tasks (helping with forms/relaying basic messages) but should not interpret or be pulled from primary duties.

**English Language Development (ELD)** is a program in ISD 709 that provides academic English language support to multilingual learners.

**English Learner (EL)** is a student whose primary language is not English and requires language support.

**Interpretation** is rendering a spoken or signed communication from one language into another.

**Language Access Plan** is a written document that describes how our district will provide services, processes and procedures to render effective language assistance to students and families who prefer to communicate in a language other than English.

**Language access** refers to services and resources that enable timely and meaningful communication between English speakers and those who speak other languages.

**Multilingual Learner** is a broad category that includes students who were never identified for English Learner (EL) status, students currently receiving ELD instruction, and those who used to have EL status.

**Preferred Language** is the language in which parents or guardians request services, resources, and communications from schools and the district.

**Qualified Interpreters** are trained professionals who follow the National Code of Ethics and Standards to facilitate communication between individuals who do not share a common language.

**Translation** is converting written text from one language into written text in another, maintaining the original material's intended meaning. For languages that rely on an oral tradition (i.e., Somali), an oral interpretation may be used in place of written translation.

**Vital documents** refer to materials essential to a family's ability to access ISD 709 services. [Full definition.](#)

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# LANGUAGE IDENTIFICATION

## Parents/Guardians: Preferred Language

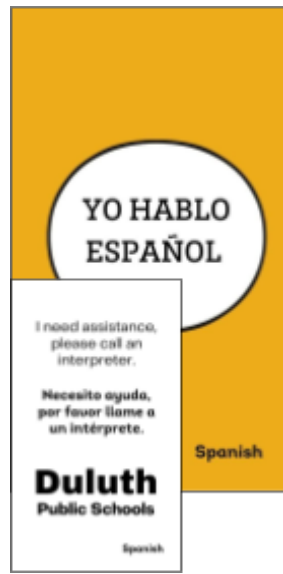
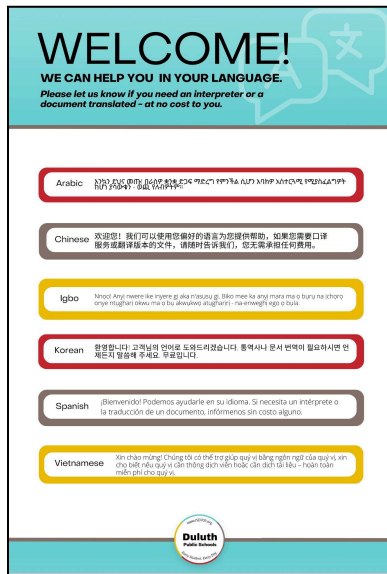
During enrollment, parents and guardians specify their preferred language, which is recorded in their profile within the district's student information system. A flag is placed on the student's profile that an interpreter is needed, enabling staff in schools to support families who need language assistance and provide appropriate services. Families can update their preferred language at any time by contacting their school or updating their language in Infinite Campus's Parent Portal by going to Settings > Contact Preferences. This will change their preferred language in ParentSquare.

## Students: English Learner (EL) Identification

All families complete the Minnesota Language Survey (MNLS) during enrollment, which identifies a student's language experiences through parent or guardian responses. If the survey indicates a potential English Learner, the district administers a state-approved language proficiency assessment to determine whether English language development services are needed and identify the student with EL status. Families are notified in the required timeline if their child qualifies for EL services using the District's Parent Notification Form. The notification includes the amount of time and type of EL service the child receives and shares the right to refuse service. Detailed information about ELD services can be found at the [ISD 709 English Language Development webpage](#).

# NOTICE OF LANGUAGE SERVICES

Duluth Public Schools is proud to provide language services. Families are informed of language services through school newsletters, printed flyers, Student Handbook and webpages. Examples include:



## I Need Assistance Cards

Each school has small cards requesting assistance in the district's top eight languages. Families can present these cards to request language services.

## We Can Help Posters

Signs informing individuals about their right to request interpreters or translation services are posted near each school's main entrance.

## Point To Your Language Signs

The top eight languages in our district are represented. Posters at each school's front desk also allow individuals to indicate their language, enabling staff to arrange appropriate services.

## English Language Development webpage

Find information about English Language Learner identification, request language services, entrance and exit procedures, and other frequently asked questions.

## Spanish & Mandarin Resource Pages

Spanish and Mandarin (Standard Chinese) are Duluth Public Schools' most spoken languages after English. Therefore, we have decided webpages for Spanish-speaking and Mandarin-speaking families to provide essential information and resources, including:

- Forms to request an interpreter or assistance
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Interpretation from qualified interpreters is available for communications related to academic outcomes, progress, determinations, and placement of students in specialized programs and services, as well as conferences, enrollment, informational meetings, and more.

**Duluth Public Schools offers interpretation through** over-the-phone interpreting (OPI), scheduled or on-demand video-remote interpreting (VRI), and in-person interpreting (spoken and/or ASL).

Clarity Interpreting Services is available online at [clarity4all.com](https://clarity4all.com) and 24 hour phone services available at 218-340-6526.

For interpretation in American Sign Language (ASL), contact Julie Guddeck or fill out our [interpreter request form](#).

## How to access interpretation services

### Staff who need an interpreter:

1. **Assess the Need:** Determine the specific event details (date, time, location, duration) requiring an interpreter.
2. **Connect with Clarity For All:** Submit a request through the Clarity Interpreting Services online portal at [clarity4all.com](https://clarity4all.com) or using the [Clarity for All Interpreter Request Form](#).
  - a. **Urgent/Short Notice:** For immediate needs, call their 24-hour phone service at 218-340-6526.
3. **Provide Details and Confirm:** Clearly provide all necessary information about the interpretation needed to Clarity for All. Ensure you receive a confirmation of your booking.

### Families can request an interpreter:

- In-person or through our online [interpreter request form](#).

### Important Guidance:

- **Reliance on untrained students, siblings, friends, or staff to interpret is not acceptable.** Students and untrained adults should not act as intermediaries in parent/guardian communication, as it may lead to misunderstandings.
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## **COW Agenda Cover Sheet**

**Meeting Date: Thursday, June 12th, 2025**

**Topic: Local Literacy Plan**

**Presenter(s): Jackie Otway, Jody Geissler, Brenda Spartz, Jen Larva**

**Attachment:**  Local Literacy Plan COW Presentation 6.12.25

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

Duluth Public School's Local Literacy Plan outlines steps the district has taken to improve student reading levels, implement training in the science of reading for educators, and utilizing screening and interventions within an MTSS framework. Funding sources and key terminology related to the READ Act and literacy instruction are also presented.

**This Requires School Board Approval : No**



# Local Literacy Plan

Jackie Otway, Jody Geissler, Brenda Spartz, Jen Larva

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### Collaboration



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

### Belonging



Providing a welcoming and accessible environment where everyone feels ~~208~~ seen and heard.

# Our Literacy Goal

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**Duluth Public School will make incremental progress towards the READ Act goal of every MN child reading at or above grade level every year beginning in Kindergarten as measured by leveled indicators (FastBridge, MCAs, DRDP, Graduation rates).**

- Comprehensive LETRS Training for over 300 teachers
- Adoption of Phonics and Morphology programs for K-5
- Established a K-5 Literacy Framework
- Expanded universal screening to 10th grade
- Engaged in analysis of 2020 K-12 MN ELA standards and their alignment with our resources
- Timely guardian notification of student literacy progress three times per year

## Reading Data and Local Literacy Plan Submissions

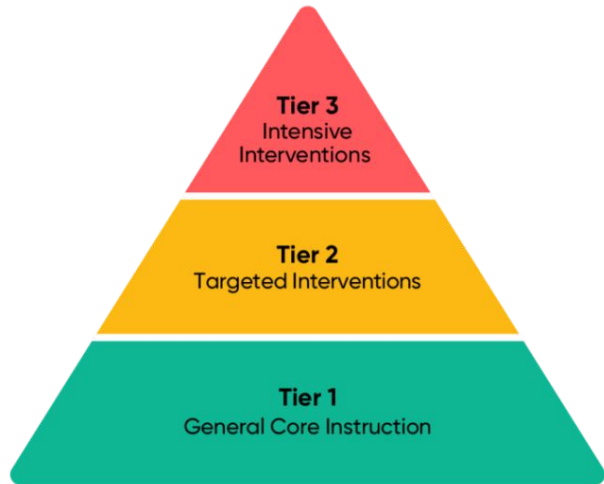
Minnesota districts and charter schools are required to annually submit to MDE a local literacy plan and data on student performance in kindergarten, grade 1, 2, and 3 on foundational reading skills including phonemic awareness, phonics, decoding, fluency and oral language; students who demonstrate characteristics of dyslexia; and students in grades 4 to 12 who are identified as not reading at grade level. [Minn. Stat. 120B.12, subd. 4a \(2023\)](#).

# Screening to Support Student Growth

Grade	Fall	Winter	Spring
Kindergarten	<b>FASTtrack earlyReading:</b> <i>Onset Sounds, Letter Names, Letter Sounds, Concepts of Print, Word Segmenting- (Required by MDE but not part of composite score)</i>	<b>FASTtrack earlyReading:</b> <i>Letter Names, Letter Sounds, Onset Sounds, Word Segmenting                      Nonsense Words (Whole Word Scoring)</i>	<b>FASTtrack earlyReading:</b> <i>Letter Names, Letter Sounds, Word Segmenting, Nonsense Words (Whole Word Scoring), Sight Words</i>
Grade 1	<b>FASTtrack earlyReading:</b> <i>Word Segmenting, Nonsense Words (Whole Word Scoring), Sight Words - 150, Sentence Reading</i>	<b>FASTtrack earlyReading:</b> <i>Word Segmenting, Nonsense Words (Whole Word Scoring), Sight Words - 150, CBM Reading</i>	<b>FASTtrack earlyReading:</b> <i>Word Segmenting, Nonsense Words (Whole Word Scoring), Sight Words - 150, CBM Reading</i>
Grades 2 & 3	<b>FASTtrack Reading:</b> <i>aReading, CBM Reading, Nonsense Words*</i>	<b>FASTtrack Reading:</b> <i>aReading, CBM Reading, Nonsense Words*</i>	<b>FASTtrack Reading:</b> <i>aReading, CBM Reading, Nonsense Words*</i>
Grades 4-12	<b>FASTtrack Reading:</b> <i>aReading                      AUTOReading</i>	<b>FASTtrack Reading:</b> <i>aReading                      AUTOReading</i>	<b>FASTtrack Reading:</b> <i>aReading                      AUTOReading</i>

# MTSS and Literacy Interventions

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When a student struggles with developing essential literacy skills, data is collected to determine what level of intervention is needed.

- **Tier 2 Intervention:** Using FastBridge screening data, students identified as “high risk” for not reading at grade level by the end of the school year are considered. Tier 2 interventions last 6-8 weeks. Students participate in progress monitoring weekly.
- **Tier 3 Intervention:** Students who engage in multiple rounds of Tier 2 intervention without progress undergo additional diagnostic assessments to identify specific skills to target in Tier 3 intervention.

The READ Act requires the district to screen students who are not reading at grade level in grades 4-12 for characteristics of dyslexia using Capti ReadBasix. This will be implemented in the 25-26 school year.

# Curricular & Intervention Resources

	Tier 1
<b>Kindergarten - 2nd grade</b>  <b>120 minutes</b>	Heggerty - <i>Foundational Skills</i> UFLI - <i>Foundational Skills</i> McGraw Hill Wonders - <i>Comprehensive</i>
<b>3rd - 5th grade</b>  <b>90 minutes</b>	Functional Morphology - <i>Foundational Skills</i> McGraw Hill Wonders - <i>Comprehensive</i>
<b>6th - 12th grade</b>  <b>49 minutes</b>	24-25: Locally developed standards-based text selections (short stories, novels, poems) and locally developed standards-based writing projects - <i>Comprehensive</i>  25-26: Savvas MyPerspective in grades 6-8 and McGraw Hill StudySync in grades 9-11. Both resources are comprehensive.

Tier 2 and 3 Resources
Heggerty PRESS UFLI IXL Functional Phonics ReadWorks Reading A-Z Ampact AmeriCorps Reading Corp

*Tier 2 and 3 resources listed above are not used at every grade level; reading interventionists utilize the appropriate resource based on student ability and support needs.*

# Professional Development



## Phase 1 Educators

- PreK Classroom Teachers, including ECSE
- K–3 Classroom Teachers
- K-12 Teachers licensed to teach English to multilingual learners
- K–12 Reading Intervention Teachers
- K–12 Special Education Teachers responsible for reading instruction
- Pre-K to grade five Curriculum Directors
- Employees who select literacy instructional materials for grades PreK–5
- 4-6 Classroom Teachers *may be included if district literacy data indicates the need for foundational reading skill instruction*

## Phase 2 Educators

- Grades 4-12 Classroom Teachers responsible for reading instruction
- Teachers who provide reading instruction in a state-approved alternative program
- Grades 6-12 Curriculum Directors
- Employees who select literacy materials for Grades 6-12
- **Paraprofessionals who support literacy instruction are also included and will begin training in SY25-26**

**273**

**Teachers and administrators completed LETRS or LETRS for Early Childhood in June 2025**

**52%**

**of Duluth Teachers will be trained in LETRS by July 1st, 2026**

# Literacy Aid Funds

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## **READ Act Literacy Aid (formerly Curriculum Reimbursement Aid) = \$349,754.58**

- One time appropriation for FY25 but may be reserved and used in future fiscal years

## **Literacy Incentive Aid = \$395,100.69**

- Ongoing funding with reserve balance for unspent funds
- Eligible uses include
  - MDE approved READ Act Professional Development (LETRS)
  - Professional development on utilizing FastBridge for screening
  - Employing a District Literacy Lead and/or reading intervention specialist
  - Cost of substitute teachers completing literacy training
- Updates to FY25 Literacy Incentive Aid funding posted on [MDE website](#)

## **READ Act Teacher Compensation for**

## **Professional Development = \$315,777.42**

- One time appropriation for FY25 but can be reserved and used in future years
- All expenses must be included in an MOU between the district and exclusive representative of the teachers
- Main uses include stipends, hourly wages, and cost of substitute teachers



## Questions?

---

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

**READ Act:** The Minnesota Reading to Ensure Academic Development Act, signed into law by Governor Tim Walz on May 24th, 2023.

**FastBridge:** a software system by Illuminate Education that helps teachers monitor and measure student growth in reading

**Universal Screening:** brief assessments that are valid and reliable and demonstrate diagnostic accuracy administered 2-3 times per year for predicting which students will have problems learning

**Progress Monitoring:** assessment of a student's performance to quantify the student's rate of improvement or responsiveness to an intervention and to evaluate the effectiveness of the intervention.

**MTSS:** a prevention framework that allows for early identification of learning challenges and addresses each individual student's academic needs within intervention tiers that vary in intensity.

**Tier 1:** Delivery of high quality core instruction that meets the needs of most students in the class

**Tier 2:** Research-based intervention(s) of moderate intensity to address the learning or behavioral challenges of most at risk students provided in addition to the daily core instruction.

**Tier 3:** Individualized intervention(s) of increased intensity for students who show minimal response to Tier 2 interventions.

**LETRS:** Language Essentials for Teachers of Reading and Spelling by Lexia, an approved MN READ Act-funded professional development program on the science of reading

**UFLI Foundations:** A research-based systematic phonics program published by the University of Florida Literacy Institute

**Foundational Skills:** The essential building blocks for becoming a proficient reader. They include phonemic awareness, phonics, fluency, vocabulary, and comprehension.

**Phonemic Awareness:** Understanding words are made up of individual sounds (phonemes)

**Phonics:** Connecting letters to sounds, allowing readers to decode words

**Fluency:** Referring to reading accurately and at an appropriate pace, with expression

## **COW Agenda Cover Sheet**

**Meeting Date:** June 12, 2025

**Topic:** Student Handbook

**Presenter(s):** Jen Larva and Adelle Wellens

**Attachment:** 2025-2026 Student Handbook & Changes Summary

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

The updated student handbook for the 2025-2026 school year.

**This Requires School Board Approval :** Yes

Duluth Public Schools  
709 Portia Johnson Dr.  
Duluth, MN 55811  
[www.isd709.org](http://www.isd709.org)

student

# HANDBOOK

2025-2026



**Duluth**  
Public Schools <sup>388</sup>



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# Strategic Plan

Duluth Public Schools worked on a comprehensive strategic planning process from April 2022 through May 2023. The overall process and strategic plan were with input from Duluth Public Schools students, staff, families and community members focused on future system-wide enhancement to improve outcomes for students. The planning has resulted in a 3-year operational plan, a progress monitoring schedule and a 3-year school board plan. In this document you will find our mission, vision, core values, desired daily experiences and strategic directions.

## 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.

## VISION

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

## 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.

## STRATEGIC DIRECTIONS

### Supporting Every Student:

Duluth Public Schools staff will work in collaboration to determine all students' learning, behavioral, and social-emotional strengths and challenges. We will utilize a multi-tiered system of supports to improve instructional practices to best meet the needs of every learner. Strategies will be implemented to create positive and safe learning environments. Students will be provided additional support to grow and improve through intervention and enrichment.

### Advancing Equity:

Duluth Public Schools will be a place where everyone feels a sense of belonging and accomplishment. We are committed to strengthening relationships and building trust with all communities. We are dedicated to advancing an Education Equity Framework implementation and accountability plan to increase our ability to think, behave, work, and lead with an equity mindset. As part of the plan, all staff will receive on-going diversity, equity, and inclusion training.

### Improving Systems:

Duluth Public Schools engages in continuous improvement to support services, processes, and resource allocation. Our continued focus on recruiting and retaining highly effective, dedicated, and diverse staff will ensure our ability to educate, support and inspire our students to reach their full potential. We will ensure clean, safe and appropriate learning environments. We are committed to a budget that meets the educational needs of our students through improved financial forecasting to better align our resources with our district priorities.

# Message from the Superintendent

Dear families and students,

Welcome to a new school year filled with excitement and opportunities! As we embark on this journey together, we are thrilled to see our students' smiling faces and to partner with you in their educational journey.

This year, we are placing a special emphasis on family engagement and literacy. We believe that strong family involvement is key to student success. By working together, we can create a supportive and enriching environment for all our learners.

Our goal is to ensure that every student's experience is positive, inclusive and geared toward their success.

We encourage you to stay connected with your teachers, staff and administration. Your insights and involvement are invaluable as we strive to build meaningful relationships and a positive school climate.

Best wishes for a great school year!

Sincerely,

*John Magas*

John Magas Superintendent of School



# Message from the Assistant Superintendent

Dear Students and Families,

As we embark on a new school year, I want to extend a warm welcome to all of our students, families, and staff.

At our school, we believe that every student should feel seen, heard, and valued for who they are. We recognize that our students come from diverse backgrounds and have unique experiences, beliefs, and identities. We also acknowledge that systemic barriers and discrimination continue to impact marginalized communities, and we are committed to addressing these issues.

We are also committed to ongoing dialogue and feedback from our students, families, and community members. We encourage you to share your thoughts, concerns, and suggestions with us so that we can continue to improve and grow.

At our school, we are committed to promoting diversity, equity, and inclusion in everything we do. We believe that by working together with families, we can create a school community that is truly inclusive and supportive of all students.

Thank you for your support and partnership in this important work.

Educationally yours,

*Anthony Bonds*

Anthony Bonds  
Assistant Superintendent of Teaching, Learning & Equity



# District Information

## PHILOSOPHY OF LEARNING

Duluth Public Schools strives to create a safe, equitable and welcoming environment that fosters growth in relationships, academics, social-emotional competency and life skills. We believe it is important to develop the unique potential of each student by providing quality, challenging, engaging, and differentiated instructional opportunities in order to establish a foundation for lifelong success that result in positive contributions to our community and wider society. We believe that each student, staff member, parent/guardian, and community member add value to our school community and that engagement and collaboration with all stakeholders is of utmost importance in our student's education and success. We work to ensure that we are empowering students to be leaders, problem-solvers, and innovators throughout their education. We continue to make it a priority that we are delivering flexible and culturally responsive instruction so that each student receives an education that aligns with best practice, current research, and state/national standards.

## OUR BELIEFS ABOUT AND COMMITMENTS TO EQUITY

Educational equity is the condition of justice, fairness and inclusion in our systems of education so that all students have access to the opportunities to learn and develop to their fullest potentials. The pursuit of educational equity recognizes the historical conditions and barriers that have prevented opportunity and success in learning for students based on their races, genders, sexual orientations, incomes, and other social conditions. Creating greater equitable outcomes depends upon having inclusive policies and equitable practices that represent all students and staff and provide each student and staff increased access to allow for meaningful participation in high-quality learning and working experiences where each student and staff realizes positive outcomes. We recognize the importance of continuous ongoing work to address racism, sexism, bias, and equity in district policies and practices. This is challenging work that must be of the highest priority in order for our district to achieve its vision for all.

## DULUTH SCHOOL BOARD MEMBERS

Visit [www.isd709.org/about-us/school-board](http://www.isd709.org/about-us/school-board) to access agendas and minutes as well as the Duluth School Board schedule. All School Board meetings are live streamed on the district's YouTube channel. The board can be reached at [schoolboard@isd709.org](mailto:schoolboard@isd709.org). Feel free to call 218-336-8752 or email [patricia.paquette@isd709.org](mailto:patricia.paquette@isd709.org) if you have any questions.

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TBD	Director of Head Start and Preschool	TBD
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TBD	Elementary MnMTSS Academic and Curriculum & Instruction Coordinator	TBD
TBD	Secondary MnMTSS Academic and Curriculum & Instruction Coordinator	TBD

# PART I – INFORMATION

## Arrival and Dismissal Hours

An elementary student instructional day is from 7:45-2:15. In general student arrival will begin 15 minutes prior and bus departure begins within 10 minutes following the instructional day.

The middle school instructional day is from 8:40-3:19. The entry bell rings at 8:40 AM and bus departure is within 10 minutes following the instructional day. Any school sponsored after school activities run from 3:30-4:15 on identified days. An after school activity bus is provided and departs at 4:25. The middle school day is in an A/B block model, which can be found on the calendar.

The high school regular instructional day is from 8:50-3:29. The high schools have a 7-period day with an extended 3rd period for school announcements. Each class will be 47 minutes long.

Please see your student’s school website for specific details on the school day, arrival and dismissal procedures and after school activities.

Individual building hours are determined by event and staffing capabilities.

## Calendar

The school calendar is adopted annually by the school board. A copy of the school calendar can be found in the Appendix and on the school district’s website at [www.isd709.org/calendar](http://www.isd709.org/calendar).

## Class Assignments

Class assignments will be communicated through the Back to School information that is sent from your student’s school mid to late August. Parents can access teacher placement information in the parent portal of Infinite Campus at [duluthmn.infinitecampus.org/campus/portal/duluth.jsp](http://duluthmn.infinitecampus.org/campus/portal/duluth.jsp).

## Communications

Duluth Public Schools is committed to engaging families, students, staff and the community to ensure each child’s educational needs are met. These relationships enhance a meaningful learning environment for our children and provide a stronger community for all of us.

Principals and the district communicate to families through multiple avenues. Those include, but not limited to:

- Infinite Campus Parent Portal
- ParentSquare
- Phone Calls
- Text Messages
- Emails
- Mailings
- Newsletters
- Social Media
- Websites
- Community Conversations

## Alerts and Notifications

Duluth Public Schools utilizes calls, text messages, emails, and ParentSquare app notifications to ensure families receive important district messages. To confirm your contact information is current, please log into Infinite Campus Parent Portal. You can update your email address and cell phone number by clicking “More” in the menu and then “Family Information,” making the necessary changes, and selecting “Update” in each cell. For changes to your primary home mailing address, please contact your student’s school directly.

## Critical Incidents (Events that may impact student and staff safety)

When critical incidents occur, Duluth Public Schools acts immediately. Our response involves gathering facts, collaborating with the Duluth Police Department and other partners, and communicating thoughtfully with families. Each situation is unique and our approach is tailored to the specific circumstances. This means that not every incident will result in a district-wide notification, as we prioritize accurate and timely information distribution.

- **Gathering Facts:** School and district leadership work closely with the Duluth Police Department to thoroughly investigate all reports. Decisions are based on verified facts, not rumors. Investigations can take time, involving various steps to ensure credibility. We ask for your patience and trust during these times, as premature communication can hinder an investigation.
- **Adhering to Guidelines:** State and federal laws, alongside district policy, govern what information can be publicly shared about students and investigations.

We are committed to protecting student privacy and complying with all data practices. While we cannot disclose specific student details or disciplinary actions, please know that accountability is maintained, and support for student learning and growth remains paramount. We make decisions to keep students and staff safe, hold individuals accountable, and foster an environment where mistakes can lead to learning.

- **Distributing Messages:** Once facts are confirmed and messages are carefully prepared, we review them with partners and legal advisors to ensure accuracy and compliance. Messages are then distributed to the directly affected families or the entire school community as appropriate. We appreciate your understanding as we work diligently to provide timely and accurate updates.

## Our Request for Families

- **Trust in Our Commitment:** We extensively train and practice emergency response to ensure student and staff safety. Our decisions are fact-based and made with deep situational understanding.
- **Promote Digital Citizenship:** Engage in conversations with your children about social media responsibility and monitor their online activity.
- **Report Concerns:** Please inform us immediately of any information that could affect student or school safety. All reports are taken seriously, investigated, and addressed with appropriate action.
- **Practice Empathy:** Our staff are dedicated professionals who work tirelessly for our students. We ask for your support and understanding during critical situations.

The safety of students and staff is a top priority to Duluth Public Schools. We believe every student, every day has a right to a public education in a welcoming, safe, and nurturing environment.

## Stay up to date with the following resources

The district website offers a wealth of resources about the schools, including news, class and department information, student support services, athletic events, career center updates, academic events and more.

### District

- [isd709.org](http://isd709.org)

### Programs

- [alc.isd709.org](http://alc.isd709.org)
- [dae.isd709.org](http://dae.isd709.org)

### Elementary Schools

- [congdon.isd709.org](http://congdon.isd709.org)
- [homecroft.isd709.org](http://homecroft.isd709.org)
- [lakewood.isd709.org](http://lakewood.isd709.org)
- [lauramacarthur.isd709.org](http://lauramacarthur.isd709.org)
- [lesterpark.isd709.org](http://lesterpark.isd709.org)
- [myerswilkins.isd709.org](http://myerswilkins.isd709.org)
- [lowell.isd709.org](http://lowell.isd709.org)
- [piedmont.isd709.org](http://piedmont.isd709.org)
- [stowe.isd709.org](http://stowe.isd709.org)

### Secondary Schools

- [aeo.isd709.org](http://aeo.isd709.org)
- [denfeld.isd709.org](http://denfeld.isd709.org)
- [dultheast.isd709.org](http://dultheast.isd709.org)
- [lincolnpark.isd709.org](http://lincolnpark.isd709.org)
- [ordeaneast.isd709.org](http://ordeaneast.isd709.org)

### District News

- Facebook: [facebook.com/duluthpublicschools](https://facebook.com/duluthpublicschools)
- Instagram: [@duluthpublicschools](https://instagram.com/duluthpublicschools)
- Threads: [@duluthpublicschools](https://threads.com/duluthpublicschools)
- TikTok: [@duluth\\_public\\_schools](https://tiktok.com/@duluth_public_schools)
- Nextdoor: Duluth Public Schools
- Calendar: [isd709.org/calendar](http://isd709.org/calendar)
- News: [isd709.org/about-us/district-news](http://isd709.org/about-us/district-news)

## Contacting Your Student During the School Day

Calls to give messages to students during the school day are limited to families (parents/guardians). Messages from employers, friends, or siblings will not be delivered. Paging students for messages is restricted to passing times, and before and after school. Messages not picked up will be discarded at the end of the day. Students paged are responsible for reporting to their student center to retrieve messages. Calls directly into classrooms are reserved for emergencies only and will be routed through the health office, student’s dean, counselor, or principal’s office.

## Deliveries for Students

Deliveries to students will be accepted only from families (parents/guardians) and must be school-related items (e.g., lunches, books). Deliveries should be made to the main office or designated student delivery area. Non-school related items (e.g., food deliveries from outside vendors) or sealed packages not pre-approved by the school will not be accepted or delivered to students.

## Family Communication with Staff

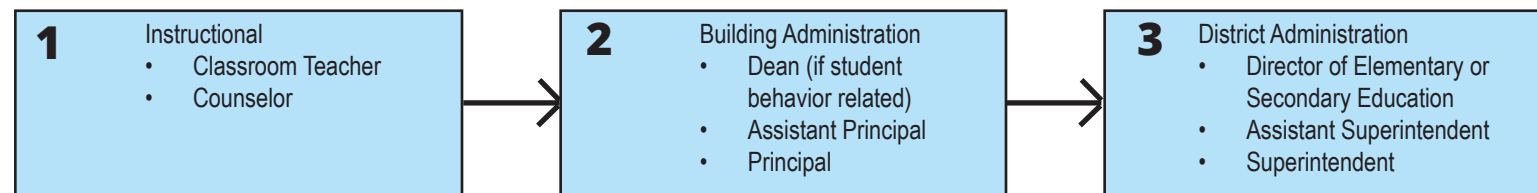
Duluth Public Schools fosters a collaborative learning environment where families, teachers, and students work together. We are committed to open communication regarding student progress, school events, and classroom activities. All staff members strive to respond to requests for information and assistance promptly and professionally.

## Tips for effective communication with teachers

- Log in to the Parent Portal to access academic and attendance information.
- Utilize ParentSquare, email, or voicemail to contact teachers. You can generally expect a response within two working days.
- Schedule a meeting in advance if you wish to discuss a matter with a teacher in person.
- Attempt to resolve any concerns directly with the teacher first. If you are not satisfied with the resolution, you are welcome to contact the building administration.

## Complaints

Students, parents/guardians, employees, or other persons may report concerns or complaints to the school district. Complaints may be either written or oral. People are encouraged, but not required, to file a written complaint at the building level where appropriate. The appropriate administrator will respond in writing to the complaining party regarding the school district's response to the complaint. Follow the order of the flow chart to have concerns addressed without delay:



Any staff member, parent or student, who feels the Student Code of Conduct was not followed properly in regards to discipline has a right to make a complaint to the Director of Elementary Teaching, Learning and Equity Brenda Spartz or Director of Secondary Teaching, Learning and Equity Jen Larva.

## E-Learning Plan

### What is an e-learning day?

- Refers to an instructional school day that takes place when students are physically not at the school due to inclement weather situations.
- Instruction and communication happens online for some students while others may have assignments and resources sent home with them.
- Teachers are available to provide assistance to students and parents via email and/or phone via voicemail.
- Up to 5 e-learning days may be used for weather related school cancellations.

### What are the goals of e-learning days?

- Provide flexible delivery of instruction to minimize the disruption to education caused by any unexpected weather related school closings.
- Enables students to apply becoming increasingly responsible for their learning.

### How will the district notify families?

Families must be notified of the plan at the beginning of the school year and prior to an e-learning day occurring. Some ways this information may be communicated are:

- Student Handbooks
- District website
- Conferences
- Open House

In addition, there will be an automated message delivered to parents via phone and/or email soon after it is determined that the district will be moving to e-learning due to inclement weather. The recorded message will state whether or not e-learning will be executed on that day. Messages will also be communicated to local news and reporting outlets to share with the schools' communities.

### How does an e-learning day work?

- Preschool students will have work assigned by their teachers, which will be age appropriate with instruction and resources sent home.
- K-5th grade students will have grade appropriate Choice Boards assigned by their teachers.
- 6-12th grade students will have a combination of work assigned for all classes scheduled for that day in either digital or hard copy formats depending on the requirements of each teacher and the status of a student's Internet access.
- Students with special circumstances and needs such as those on IEPs will be addressed by their case managers in conjunction with their classroom teacher(s).
- Teachers will be available by email and/or phone via voicemail for students and families from 9:15AM-2:15PM.
- Due dates for work completed on an e-learning day will be determined by each classroom teacher as the nature of assignments will vary.

### What happens if a family chooses not to participate on an e-learning day?

A family that chooses to not participate on an e-learning day will have their child marked as an excused absence for that day. Parents/guardians must notify their child's school that they will be absent that day.

### Internet Access

Parents and students in 6-12th grades MUST inform teachers if there is no Internet access or limited Internet access at home so required modifications to assignments can be planned prior to an e-learning day.

### Administrators are responsible for:

- Being available by phone via voicemail and/or email.
- Actively interacting and supporting teachers and parents as needed.

- Ensuring E-Learning Day Plan is posted online and communicated through newsletters.
- Monitoring teacher attendance and compliance with the E-Learning Day Plan.

### Teachers are responsible for:

- Familiarizing students with their delivery method, type of assignments, and expectations of instruction prior to an e-learning day.
- Collaborating to make sure workload is appropriate and addresses each student's needs. Homeroom, specialists, intervention, special education, and content specific teachers will all contribute to a child's instruction on an e-learning day as appropriate.
- Including elements of instruction to address the requirements of interventions, IEPs for special education students and the needs of students with 504 accommodations if applicable.
  - This should be coordinated with case managers, academic support teachers, and certified support staff (Title I, EL, intervention teachers, dean of students, social workers, counselors, school nurse).
- Being available by phone via voicemail and/or email for student and parent communication from 9:15AM to 2:15PM.
- **Grades PreK-5:**
  - Ensuring parents are informed of Choice Board use on e-learning days and that Choice Boards are uploaded on the appropriate student communication tool prior to the first e-learning day.
- **Grades 6-12:**
  - Posting assigned work in Canvas by 9:15 AM on an e-learning day, if it has not already been assigned.
  - Sharing office hours on the Canvas class page.
  - Ensuring instruction and assignments are meaningful, monitored, and important to students.
    - Must include some type of instruction; cannot be a catch-up work day
    - However, review lessons & activities are okay
    - Lessons/activities should take most students no more than 20 minutes to complete
    - Students on 504s and IEPs will follow same accommodations with e-learning activities as they would if in the classroom
  - Being aware of each 6-12th grade student's access to adequate Internet service at home.
    - With prior communication, any student without Internet access at home should receive an alternative delivery method for instruction such as paper/pen versions of digital content with any hard copy textbooks if necessary for support to complete work.
    - Teachers can also have students download content prior to leaving the day prior to an anticipated e-learning day.

### Parents are responsible for:

- Verifying student attendance according to the expectations of the teacher(s).
- Seeking clarification from teachers regarding expectations on an e-learning day.
- Informing teachers if there is not adequate Internet at home for students in grades 6th-12th as assignments may need access. Teachers can provide alternatives to digital content as well as other accommodations if necessary.
- Supporting your child at home on an e-learning day. If your child struggles with a concept or assignment and is unable to complete work, please encourage your child to communicate with the teacher, who should then follow up when returning to school.

### Students are responsible for:

- Completing and submitting work as assigned by the teacher(s).
- Accounting for their attendance according to the requirements of their grade and/or teacher(s).
- Communicating with their teacher about lack of Internet access at home for students in grades 6th-12th.

### Addition information for e-learning:

- If there are no weather related school cancellations, no part of this plan will be executed.

## Eighteen-Year-Old Students

The age of majority for most purposes in Minnesota is 18 years of age. All students, regardless of age, are governed by the rules for students provided in school district policy and this handbook.

## Employment Background Checks

The school district will seek criminal history background checks for all applicants who receive an offer of employment with the school district. The school district also will seek criminal history background checks for all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether compensation is paid. These positions include, but are not limited to, all athletic coaches, extracurricular academic coaches, assistants, and advisors. The school district may elect to seek criminal history background checks for other volunteers, independent contractors, and student employees.

## Equal Access to School Facilities

The school district has created a limited open forum for secondary students to conduct non curriculum-related meetings during non instructional time. The school

district will not discriminate against or deny equal access or a fair opportunity on the basis of the religious, political, philosophical, or other content of the speech at such meetings. These limited open forum meetings will be voluntary and student initiated; will not be sponsored by school employees or agents; employees or agents of the school will be present at religious meetings only in a non participatory capacity; the meetings will not interfere with the orderly conduct of educational activities within the school; and nonschool persons will not direct, control, or regularly attend activities of student groups. All meetings under this provision must follow the procedures established by the school district.

## Fees

Materials that are part of the basic educational program are provided with state, federal, and local funds at no charge to a student. Students are expected to provide their own pencils, pens, paper, erasers, notebooks, and other personal items. If families are unable to provide the necessary supplies please reach out to your school for assistance.

Students may be required to pay certain other fees or deposits, including (not an inclusive list):

- Admission fees or charges for extracurricular activities, where attendance is optional and where the admission fees or charges a student must pay to attend or participate in an extracurricular activity are the same for all students, regardless of whether the student is enrolled in a public or a home school.
- Cost for materials for a class project that exceeds minimum requirements and is kept by the student.
- Security deposits for the return of materials, supplies, or equipment.
- Personal physical education and athletic equipment and apparel.
- Items of personal use or products that a student has an option to purchase such as student publications, class rings, annuals, and graduation announcements.
- Field trips considered supplementary to the district’s educational program.
- Admission fees or costs to attend or participate in optional extracurricular activities and programs.
- Voluntarily purchased student health and accident insurance.
- Use of musical instruments owned or rented by the school district.
- A school district-sponsored driver or motorcycle education training course.
- Transportation to and from school for students living within 1 mile of school.
- Transportation of students to and from optional extracurricular activities or post-secondary instruction conducted at locations other than school.

Students will be charged for textbooks, workbooks, and library books that are lost or destroyed. The school district may waive a required fee or deposit if the student and parent/guardian are unable to pay. For more information, contact the building principal.

## Food in the Classrooms

As stated in District Policy 533 Wellness:

Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus. Caution will be exercised when offering foods that may cause allergic reactions or adversely impact students with health conditions, including those foods provided through:

- Celebrations and parties. A celebration or party is a special and enjoyable occasion (birthdays, holidays, etc.). The school district will provide a list of healthy party ideas to families and staff, including non-food celebration ideas.
- Classroom snacks to be distributed to the class. A snack is food eaten between meals to supplement the nutritional needs of students intended to make a positive contribution to the child’s health and diet. The school district will provide to parents, families and staff a list of suggested foods and beverages that meet Smart Snacks nutrition standards.
- Please contact your child’s teacher or building administrator for guidance on bringing food or treats to the classroom.

## Fundraising

All fundraising activities conducted by student groups and organizations and/or parent groups must be approved in advance by the school board. School District regulation 511R details the procedure for garnering approval through Business Services. Participation in non approved fundraising activities is a violation of school district policy. Solicitations of students or employees by students for nonschool-related activities will not be allowed during the school day. The fundraising request form can be found at [isd709.org/about-us/departments/business-finance](http://isd709.org/about-us/departments/business-finance).

## Gifts to Employees

Employees are not allowed to solicit gifts and are discouraged from accepting or receiving gifts from a student, parent, or other individual or organization of greater than nominal value. Parents/guardians and students are encouraged to write letters and notes of appreciation or to give small tokens of gratitude.

## Graduation Ceremony Participation and Dress Code

Student participation in the graduation ceremony is a privilege, not a right. Students who have completed the requirements for graduation are allowed to participate in graduation exercises, unless participation is denied for appropriate reasons, which may include discipline. Graduation exercises are under the control and direction of the building principal(s). Each high school will communicate the guidelines for graduation ceremonies with seniors and families.

Students enrolled in ALC or AEO but who spent most of their high school years at Denfeld and East are welcome to participate in those ceremonies. However, these students must inform Denfeld and East offices of their intent to participate no later than February 1 of the graduation year. It is important to note that the school where the student completed requirements is still the school issuing the official diploma.

The commencement dress code embraces that in all cultures, there are traditions for various celebrations of accomplishment. We recognize the many different ways families acknowledge accomplishments. The graduation commencement in our schools is no different. Our goal is to be culturally responsive to the needs of all students as we balance unique differences with the long-held traditions of graduation in the Duluth Public Schools.

- Caps, gowns, and tassels are purchased by the school. Students who purchase alternative tassels must wear one issued to them by the school during the ceremony.
- Only district approved stoles, cords, pins, and medals are permitted. These are limited to:
  - Student Service Leadership medals provided by sites.
    - Honor Society cords and/or stoles.
    - Academic honor distinctions issued by the school. These may include alternative colored tassels, pins, cords, or medals as determined by the site.
    - Stoles issued to Native American students by the American Indian Education Department.
    - Cords provided to Upward Bound participants.
    - Stoles provided by the Black Student Association.
    - Stoles provided by Military Service organizations for students who have enlisted.
- Additions of Tribal regalia, items of cultural significance, and religious items are encouraged. Examples include feathers, decorated stoles, beadwork on caps, and religious head coverings.
- American Indian students are welcomed to wear American Indian regalia, Tribal regalia, or objects of cultural significance to graduation ceremonies. No staff member is to prohibit American Indian students from the wearing of these items in accordance with Minnesota State Statute 124D.792.
- Other than exceptions previously described, the school-issued cap and gown are part of the school tradition being preserved. No decorating (sparkles, puff paint, etc.) the cap or gown until AFTER commencement.
- We will have “emergency” replacements to borrow at commencement if something happens to the school issued items or if a student is in violation of the dress code detailed here.
- Students and families are encouraged to contact the building principal well in advance of commencements with any questions.

## Holiday Celebrations and Parties

School administrators and teachers will show sensitivity to students and families with varied cultural and religious beliefs. At times, schools and classrooms may plan events and activities to celebrate heritage months and holidays. Please contact your child’s teachers for procedures in excusing students from these celebrations.

## Interviews of Students by Outside Agencies

Students may not be interviewed during the school day by persons other than a student’s parents/guardians or school district officials, employees, and/or agents, except as provided by law and/or school policy.

## Library and Media Center

The library/media center is open during regular instructional hours. Students may use the library/media center during the school day and before and after school only when a supervisor is present.

## Lunch

Lunch is to be eaten in designated areas only. Lunch times vary by classroom and/or grade level. Students will be notified of their assigned lunchtime on the first day of school. Breakfast and lunch meals, (students must take the whole meal ) will be provided for free to all students, regardless of economic status. Students may be able to purchase a second lunch or a la carte items, if available, with their positive balance meal account. Students may bring a prepared lunch from home and milk will be available for purchase to supplement lunches brought from home.

Details on negative account balances can be found in Appendix K. Any parent wishing to get a refund from a meal account or transfer it to another student, should contact Child Nutrition at [childnutrition@isd709.org](mailto:childnutrition@isd709.org). Off-campus lunch is determined by school.

## Nondiscrimination

The school district is committed to inclusive education and providing an equal educational opportunity for all students. The school district does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age in its programs and activities. The school board has designated Assistant Superintendent Anthony Bonds, 709 Portia Johnson Drive, Duluth MN 55811, 218-336-8739 as the district’s human rights officer to handle inquiries regarding nondiscrimination.

## Notice of Violent Behavior by Students

The school district will give notice to teachers and other appropriate school district staff before students with a history of violent behavior are placed in their classrooms. Prior to giving this notice, district officials will inform the student’s parent or guardian that the notice will be given. The student’s parents/guardians have the right to review and challenge their child’s records, including the data documenting the history of violent behavior.

## Parent and Teacher Conferences

Parent and teacher conferences will be held twice per year. Conference dates are set by individual buildings. For more information, contact the site clerical.

## Parent Volunteers

Parents/guardians are welcome in the schools and are encouraged to volunteer in their children’s classrooms. To volunteer in the school building or classroom, parents/guardians should contact the building principal. Parents/guardians who visit the school should sign in at the main school office before entering a classroom. The use of volunteers is at the discretion of each building’s professional staff. Parent volunteers will be asked to complete a background check and will be notified once they are received and reviewed. For more information, contact the building principal.

## Pledge of Allegiance

Students will recite the Pledge of Allegiance to the flag of the United States of America once a week. Any person who does not wish to participate in reciting the Pledge of Allegiance for any personal reason may elect not to do so. Students must respect another person’s right to make that choice. Students will also receive instruction in the proper etiquette toward, correct display of, and respect for the flag.

## Schedule

A schedule is needed to ensure smooth operation of the school. The daily school schedule is often building specific and within the building principal’s authority to determine. Please see your school counselor or building principal for information on daily class schedules and schedule adjustments.

## School Activities

The school district provides opportunities for students to pursue special interests that contribute to their physical, mental, and emotional health. Formal instruction is the school district’s priority.

Students who participate in school-sponsored activities are expected to responsibly represent the school and community. All rules pertaining to student conduct and student discipline apply to school activities.

All spectators at school-sponsored activities are expected to behave appropriately. Students and employees may be subject to discipline. Parents/guardians and other spectators may be subject to sanctions for inappropriate, illegal, or unsportsmanlike behavior at these activities or events.

The Duluth School District is a member of the Minnesota State High School League (MSHSL). Students who participate in MSHSL activities must abide by the MSHSL rules. The district will enforce all MSHSL rules during the school year and in the summer as applicable.

Employees who conduct MSHSL activities will cover applicable rules, penalties, and opportunities with students and parents/guardians prior to the start of an activity. For more information about the MSHSL rules and student eligibility requirements, contact your school Activity Director or refer to [www.mshsl.org](http://www.mshsl.org).

## School Closing Procedures

School may be canceled when the superintendent believes severe weather or other circumstances threaten the safety of students and employees. The decision to close or delay the start of school due to severe weather is made prior to 5 a.m. All families will receive a call, text and/or email through our emergency messaging system if school is closed or delayed. If possible, a decision will be made the night before so families, especially those with elementary age students, have enough time to make alternative plans for their children in the event of weather-related school closings. Please visit [www.isd709.org/weather](http://www.isd709.org/weather) for more information.

## School Resource Officers

Duluth Public Schools contract with the Duluth Police Department to have a school resource officer at each of our high schools and middle schools. The school resource officers are commissioned Duluth police officers and are required to visit all of our school sites to build relationships with students and be available during emergency situations. Duluth Public Schools will review the impacts of the program on the district and students on a yearly basis. For more information

visit [isd709.org/about-us/school-resource-officers](http://isd709.org/about-us/school-resource-officers).

## Searches

In the interest of student safety and to ensure that schools are drug free, district authorities may conduct searches. Students violate school policy when they carry contraband on their person or in their personal possessions or store contraband in desks, lockers, or vehicles parked on school property. “Contraband” means any unauthorized item, the possession of which is prohibited by school district policy and/or law. If a search yields contraband, school officials will seize the item(s) and, when appropriate, give the item(s) to legal officials for ultimate disposition. Students found to be in violation of this policy are subject to discipline in accordance with the school district’s “Student Discipline” policy, which may include suspension, exclusion, expulsion, and, when appropriate, the student may be referred to legal officials.

## Lockers and Personal Possessions Within a Locker

Under Minnesota law, school lockers are school district property. At no time does the school district relinquish its exclusive control of lockers provided for students’ convenience. School officials may inspect the interior of lockers for any reason at any time, without notice, without student consent, and without a search warrant.

Students’ personal possessions within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student’s personal possessions, the school officials will provide notice of the search to students whose lockers were searched, unless disclosure would impede an ongoing investigation by police or school officials.

## Desks

School desks are school district property. At no time does the school district relinquish its exclusive control of desks provided for students’ convenience. School officials may inspect the interior of desks for any reason at any time, without notice, without student consent, and without a search warrant.

## Personal Possessions and Student’s Person

The personal possessions of a student and/or a student’s person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

## Vehicles on Campus

### Patrols and Inspections

School officials may conduct routine patrols of student parking lots and other school district locations and routine inspections of the exteriors of the motor vehicles of students. Such patrols and inspections may be conducted without notice, without student consent, and without a search warrant.

### Search of the Interior of a Student’s Motor Vehicle

The interior of a student’s motor vehicle, including the glove and trunk compartments, in a school district location may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. The search will be reasonable in its scope and intrusiveness. Such searches may be conducted without notice, without consent, and without a search warrant. A student will be subject to loss of parking privileges and to discipline if the student refuses to open a locked motor vehicle or its compartments under the student’s control upon a school official’s request.

## Student Publications and Materials

The school district’s policy is to protect students’ free speech rights while, at the same time, preserving the district’s obligation to provide a learning environment that is free of disruption. All school publications are under the supervision of the building principal and/or sponsor. Non-school-sponsored publications may not be distributed without prior approval.

## Distribution of Non-school-Sponsored Materials on School Premises

The school district recognizes that students and employees have the right to express themselves on school property. This protection includes distributing non-school-sponsored material, subject to school district regulations and procedures, at a reasonable time and place and in a reasonable manner. For detailed information, see the complete “Distribution of Non-school-Sponsored Materials on School Premises by Students and Employees” policy (Appendix B).

## School-Sponsored Media

The school district may exercise editorial control over the style and content of student expression in school-sponsored media as defined in [policy 356](#) and [policy 356](#)

# PART II — ACADEMICS

activities. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies. Students producing official school publications and participating in school activities will be under the supervision of a faculty advisor and the school principal. “Official school publications” means school newspapers, yearbooks, or material produced in communications, journalism, or other writing classes as part of the curriculum. Expression in an official school publication or school-sponsored activity is prohibited when the material:

- is obscene to minors;
- is defamatory;
- is profane, harassing, threatening, or intimidating;
- constitutes an unwarranted invasion of privacy;
- violates federal or state law;
- causes a material and substantial disruption of school activities;
- is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
- advertises or promotes any product or service not permitted for minors by law;
- expresses or advocates sexual, racial, or religious harassment or violence or prejudice; or
- is distributed or displayed in violation of time, place, and manner regulations.

Expression in an official school publication or school-sponsored activity is subject to school district editorial control over the style and content when the school district’s actions are reasonably related to legitimate pedagogical concerns. Official school publications may be distributed at reasonable times and locations.

## Student Records

Student records are classified as public, private, or confidential. State and federal laws protect student records from unauthorized inspection or use and provide parents/guardians and eligible students with certain rights. For the purposes of student records, an “eligible” student is one who is 18 or older or who is enrolled in an institution of post-secondary education. For more information on the rights of parents/guardians and eligible students regarding student records, see “Student Records” (Appendix C). A complete copy of the school district’s “Protection and Privacy of Pupil Records” policy may be obtained at the Office of the Superintendent or on the website at [www.isd709.org/about-us/policies](http://www.isd709.org/about-us/policies).

## Student Surveys

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. For complete information on the rights of parents/guardians and eligible students about conducting surveys, collection and use of information for marketing purposes, and certain physical examinations, see “Student Surveys” (Appendix D). A complete copy of the school district’s “Student Surveys” policy may be obtained at the Office of the Superintendent or on the website at [www.isd709.org/about-us/policies](http://www.isd709.org/about-us/policies).

## Transportation of Public School Students

The school district will provide transportation, at the expense of the school district, for all resident students who live one mile or more from the school. Transportation will be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break, except in certain circumstances. The school district will not provide transportation for students whose transportation privileges have been revoked or have been voluntarily surrendered by the students’ parent or guardian. See additional discipline procedures in the Code of Conduct section.

## Extracurricular Transportation

The school district may provide transportation for students to and from extracurricular activities. To the extent the school district provides extracurricular transportation, the district may charge a fee for transportation of students to and from extracurricular activities and optional field trips at locations other than school.

## Video and Audio Recording

### School Buses

All school buses used by the school district may be equipped for the placement and operation of a video camera. The school district will post a notice in a conspicuous location informing students that their conversations or actions may be recorded. The school district may use a video recording of the actions of student passengers as evidence in any disciplinary action arising from the students’ misconduct on the bus.

### Places Other Than Buses

The school district buildings and grounds may be equipped with video cameras. Video surveillance may occur in any school district building or on any school district property. Video surveillance of locker rooms or bathrooms will only be utilized in extreme situations, with extraordinary controls, and only as expressly approved by the superintendent.

## Academic Dishonesty

Cheating and plagiarism are prohibited. Students who cheat or commit plagiarism on any test or assignment may be given a failing grade for that test or assignment and will be disciplined in accordance with the school district’s “Student Discipline” policy (Appendix E).

## Alternative Educational Opportunities

Some students may be at risk of not continuing or completing their educational programs. The school district provides alternative learning options for students at risk of not succeeding in school. Alternative educational opportunities may include special tutoring, diversified curriculum and instruction, instruction through electronic media, special education services, homebound instruction, and enrollment in an alternative learning center, among others. A list of the alternative learning options is available on the district’s website at [www.isd709.org/academics/special-education](http://www.isd709.org/academics/special-education) and/or [alc.isd709.org](http://alc.isd709.org). Students and parents/guardians with questions about these programs should contact the Special Services or ALC.

## Classwork and/or Homework

Classwork and/or homework assignments vary by grade-level and subject area. The school district asks parents/guardians to encourage their child(ren) to complete homework thoroughly and promptly. Questions about student homework should be directed to classroom teachers.

## Dropping Classes or Removing a Student from Class

- Semester Courses (such as Health, Physical Education, Psychology)
  - » Students will have ten school days after the start of the first grade period to drop without penalty.
- Sequential / Yearlong Semester Courses (such as English, Geometry, American History)
  - » 1st and 2nd Semester: Students will have ten school days after the start of the first grade period to drop without penalty.

Students who drop a class after the deadline above will have a transcript with a record of their credit(s) attempted and credits earned. The student will receive no credit and will receive a grade of “I”. The grade point average will be permanently affected since this would be a credit attempt, but no credit earned.

Any student removed from a class due to excessive truancies or absences will receive no credit and a permanent “I” grade. The grade point average will be permanently affected since this would be credit attempted, but no credit earned.

## E-Squared

As part of the district’s MTSS (Multiple Tiered Systems of Support) initiative to accelerate the performance of all students, we offer supplemental services in conjunction with other interventions and extensions for 3rd-5th grade students throughout the district. We use universal screeners to identify the highest 10% of grades 3-5 at each elementary site in math and ELA (English Language Arts). We then provide at least 10 hours per qualified subject area of intervention courses. These subject specific units offer project-based learning opportunities that focus on extending the grade- level standards and allow students the opportunity to collaborate, communicate and think critically with a small cohort of high achieving peers. All students have the opportunity to qualify for either or both math and ELA services.

## English Language Learner Program

The English Language Learner (ELL) Program serves students who:

1. First spoke a language other than English, come from homes where a language other than English is usually spoken, or do not use English as a primary language

**- AND -**

2. Lack the necessary English skills to fully participate in classes taught in English

If you think your child requires ELL services, please contact your student’s building principal. Immersion Language Programs

### Immersion Language Programs

Duluth Public Schools is providing high quality language instruction in two different elementary immersion programs. Families interested in enrolling their child/children in the Misaabekong Ojibwe Immersion Program or Nueva Vision Spanish Immersion Program should contact the Immersion Coordinator for the

specific language program. Please see the Misaabekong Immersion website: <https://www.isd709.org/academics/k-12-curriculum-and-instruction/misaabekong> or the Nueva Vision Language Immersion website: <https://www.isd709.org/academics/k-12-curriculum-and-instruction/nueva-vision>.

## Extended School Year Opportunities

The school district provides extended school year opportunities to a student who qualifies through an Individualized Education Program (IEP) if the student's IEP team determines the services are necessary during a break in instruction in order to provide a free and appropriate public education. For more information on extended school year opportunities for students with an IEP, contact the student's case manager.

## Field Trips

Extended student learning may be offered through field trips. Students will not be required to pay for instructional trips that take place during the school day, relate directly to a course of study, and require student participation. Supplemental field trips are voluntary and there may be a fee for students to participate.

## Grades

### Elementary Report Card

Duluth Public Schools implements a standards based report card for elementary students. Report cards are issued once each semester. Family Report Card Guides and activities that can be done at home to support learning are available for grades K-5 at your child's school or online at [www.isd709.org/academics/k-12-curriculum-and-instruction/grading-and-reporting](http://www.isd709.org/academics/k-12-curriculum-and-instruction/grading-and-reporting). The report cards are designed to report on each child's performance in relation to specific criteria. The goals of standards based report cards include the ability to:

- Reflect academic achievement
- Provide meaningful feedback
- Be honest, fair, transparent, credible, useful, and user friendly
- Be aligned with the Duluth Public Schools curriculum
- Reflect consistency among courses, grade levels, departments, and schools
- Separate non-academic factors like participation or effort

The following numbers and descriptors are used to report progress:

#### 4 — Mastering

The student exhibits knowledge and understanding of the concepts, skills, and processes the standard requires and can readily apply this knowledge in a variety of settings.

#### 3 — Meeting

The student has a thorough knowledge, understanding, and application of the concepts, skills, and processes the standard requires. A score of three meets grade level expectations.

#### 2 — Developing

The student is gaining understanding of the concepts, skills, and processes the standard requires, but has not been able to consistently demonstrate the learning.

#### 1 — Beginning

The student is just starting to understand the concepts, skills, and processes the standard requires and needs consistent support.

### Middle School Report Card

Students in grades 6-8 receive letter grades to report academic progress. Report cards for grades 6-8 are issued four times per year. You may access your student's grades by going to: <https://duluthmn.infinitecampus.org/campus/portal/duluth.jsp>.

- The middle school follows a 7-period schedule with a modified block schedule 2 days per week.
- AREA and Advisory participation is a mandatory part of every student's schedule. It is an abbreviated class and may not be replaced by an online learning class.
- OEMS & LPMS physical education, music, Skills for Success and Computer classes are considered ½ semester classes since they meet every other day.

### High School Report Card

Students in grades 9-12 receive letter grades to report academic progress in the following manner, exceptions may be given for Honors, AP, or CITS classes.

- Report cards for grades 9-12 are issued four times per year.
- Credit is awarded at the semester level.
- A student's Grade Point Average (GPA) is calculated using whole grades, meaning plus and minus do not impact GPA.
- A full schedule for grades 9-11 is six credit bearing courses per semester, for grade 12 is five credit bearing courses
- A student may participate in 50% online learning courses and still be considered enrolled in their resident district.
- You may access your student's grades by going to: <https://duluthmn.infinitecampus.org/campus/portal/duluth.jsp>.

Families can monitor current scores through the Canvas learning management system. For specifics on course grading, please refer to the course syllabus or cooperating postsecondary institution for details.

There are a few exceptions in high school concurrent and dual enrollment classes where letter grades may be required and high schools must work with their post-secondary partners on completion requirements. Please refer to your school for more information.

### Middle School and High School Grades

The following percentages are used for both middle and high school grading:

A	(90-100%)	Excellent
B	(80-89%)	Very Good
C	(70-79%)	Satisfactory
D	(60-69%)	Passed
F	(Below 60%)	Fail

## Graduation Requirements

Students must meet all course credit requirements and graduation standards, as established by the state and the school board, in order to graduate from Duluth Public Schools. Graduating high school students need 23 credits. Specific requirements are listed below, with a complete listing of requirements to be found at [www.isd709.org/academics/k-12-curriculum-and-instruction/course-offerings](http://www.isd709.org/academics/k-12-curriculum-and-instruction/course-offerings).

MINIMUM GRADUATION REQUIREMENTS							
<b>Class of 2026: minimum credits needed to graduate - 23.0</b>							
<b>Class of 2027: minimum credits needed to graduate - 23.5</b>							
<b>Class of 2028 and beyond: minimum credits needed to graduate - 24.0</b>							
<b>English Language Arts</b> 4.0 credits	<b>Social Studies</b> 3.5 credits	<b>Math</b> 3.0 credits	<b>Science</b> 3.0 credits	<b>Arts</b> 1.0 credit	<b>Health</b> .5 credits	<b>Physical Education</b> .5 credits	<b>Elective</b> 7.0+ credits

Students who begin grade 9 in the 2024-2025 school year and later must successfully complete a course for credit in personal finance in grade 10, 11, or 12.

In Minnesota, students are required to complete two kinds of requirements by the time they graduate. Students must:

- Satisfactorily complete all state academic standards or local academic standards where state standards do not apply.
- Satisfactorily complete the state course credit requirements under Minnesota Statutes, section 120B.024.

Students with an individualized education program (IEP), Section 504 accommodation plan, or is a multilingual learner enrolled in the English Language Learner program may be eligible for testing accommodations, modifications, and/or exemption. For additional information, see the counselor or principal at your child's school.

### Early Graduation

Students may be considered for early graduation after meeting the conditions provided in school district policy.

### Graduation Procedures

- Duluth Public Schools students attending AEO or ALC may request to walk through the graduation ceremony where they previously attended prior to enrolling in AEO or ALC
- AEO and ALC staff will request information from their students regarding where the students plan to walk at the end of Semester 1
- ALC principal will provide the names of students at the start of Semester 2 to East or Denfeld in order to order graduation materials for students
- Final grades for AEO and ALC students must be to Denfeld and East by 8:00am Monday the week of graduation
- Students will receive a diploma from the school they attend at least 50% the last semester of 12th grade year

## Multi-Tiered System of Supports (MTSS)

Duluth Public Schools implements a Multi-Tiered System of Supports to ensure needs of all learners are addressed. Every school has a team of staff dedicated to supporting student success. There are academic, social, emotional, and behavioral supports available at each school. Contact your child’s teacher or principal for more information.

## Parent Right to Know

If a parent requests it, the school district will provide information regarding the professional qualifications of his/her child’s classroom teachers, including, at a minimum, the following:

1. Whether the teacher has met state qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
2. Whether the teacher is teaching under emergency or other provisional licensing status through which state qualification or licensing criteria have been waived;
3. The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree;
4. Whether the student is provided services by paraprofessionals and, if so, their qualifications.

In addition, the school district will provide parents with information as to the level of achievement of their child in each of the state academic assessments. The school district will provide notice to parents if their child has been assigned to, or taught for four or more consecutive weeks by, a teacher who is not highly qualified.

## Postsecondary Enrollment Options (PSEO)

Tenth, eleventh, and twelfth grade students may apply to enroll in Postsecondary Enrollment Options (PSEO) and other advanced enrichment programs. General up-to-date information about the PSEO program will be published on the district’s website and in materials that are distributed to parents and students provided to all 8th, 9th, 10th, and 11th grade students by the earlier of (1) three weeks prior to the date by which a student must register for district courses for the following school year, or (2) March 1 of each year.

Qualifying credits granted to a student through a PSEO course or program that meets or exceeds a graduation standard or requirement will be counted toward the graduation and credit requirements of the state academic standards. Interested students must fill out an application form and submit it to the school counseling office by October 30 or May 30 to indicate the pupil’s intent to enroll in postsecondary courses during the following academic term. A pupil is bound by notifying or not notifying the district by October 30 or May 30 for enrollment the following school year. The application form must be signed by the student and his/her parent or guardian. Students wishing to take a PSEO course should contact their assigned school counselor.

## Promotion and Retention

All students are expected to achieve an acceptable level of proficiency. Students who achieve at an acceptable level will be promoted to the next grade level at the completion of the school year. Retention of a student may be considered when professional staff and parents/guardians feel that it is in the best interest of the student. The superintendent’s decision will be final. The district has a variety of services to help students succeed in school. For more information, contact the school principal.

## Summer School

The school district may provide summer school learning opportunities at selected sites. There may be K-5 programming at elementary schools and 6-8 programming at a middle school. Additional learning opportunities for grades 9-12 may be provided through Duluth Area Learning Center. There are two options for high school summer school: seat-based summer school or credit recovery through online classes. For more information, contact your counselor.

# PART III — RULES AND DISCIPLINE

Misbehavior by one student can disrupt the learning process for many other students. In addition, students must learn to practice good safety habits, value academic honesty, respect the rights of others, and obey the law. For detailed information on the Student Code of Conduct and consequences for violations, see the “Student Discipline” policy (Appendix E).

## Attendance

Regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability. We strive for a 90% or better consistent student for each student. For detailed information, see the “Student Attendance” policy (Appendix F).

## Bullying Prohibition

The school district is committed to providing a safe and respectful learning environment for all students. Acts of bullying, in any form, by either an individual student or a group of students, are prohibited on school district property, at school-related functions or activities, on school transportation, and by misuse of technology. For detailed information, see the school district’s “Bullying Prohibition” policy (Appendix G).

## Conduct on School Buses and Consequences for Misbehavior

**Riding the school bus is a privilege, not a right.** The school district’s general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students. The school district will not provide transportation for students whose transportation privileges have been revoked.

The school district is committed to transporting students in a safe and orderly manner. To accomplish this, student riders are expected to follow school district rules for waiting at a school bus stop and for riding on a school bus.

While waiting for the bus or after being dropped off at a school bus stop, all students must comply with the following rules:

- Get to the bus stop five minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- Respect the property of others while waiting at the bus stop.
- Keep your arms, legs, and belongings to yourself.
- Use appropriate language.
- Stay away from the street, road, or highway when waiting for the bus.
- Wait until the bus stops before approaching the bus.
- After getting off the bus, move away from the bus.
- If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- No fighting, harassment, intimidation, or horseplay.
- No use of alcohol, tobacco, or drugs.

While riding a school bus, all riders must comply with the following rules:

- Follow the driver’s directions at all times.
- Remain seated facing forward while the bus is in motion.
- Talk quietly and use appropriate language.
- Keep all parts of your body inside the bus.
- Keep arms, legs, and belongings to yourself and out of the aisle.
- Treat everyone with kindness and keep your hand to yourself..
- Keep all objects to yourself.
- Avoid eating, drinking, or use of alcohol, tobacco, or drugs.
- Do not bring any weapons or dangerous objects on the school bus.
- Take care of the bus and not damage the school bus.

Consequences for school bus/bus stop misconduct will be imposed by the school district under administrative discipline procedures. All school bus/bus stop misconduct will be reported to the school district’s transportation safety director. Serious misconduct may be reported to local law enforcement. For further information on busing behavioral procedures see under Code of Conduct section.

## Cell Phones and Other Electronic Communication Devices

The Duluth Public Schools holds high expectations for student behavior, academic integrity, and responsible use of existing and emerging technologies. Students who possess cell phones and other personal electronic devices at school or school-sponsored events shall demonstrate the greatest respect for the educational environment and for the rights and privacy of all individuals within the school community.

At Duluth Public Schools every school participates in Away for the Day, which means that students will not have access to their cell phones from first bell to last bell. We ask that families help by reinforcing this message at home. As always, our school has a landline phone in every class and office space so that a message can be delivered to a student during the day.

Students who have earbuds in, cellphones out of their locker or smart watches on during the school day will be asked to leave their devices at home for the

remainder of the quarter.

Students also are prohibited from using a cell phone or other electronic communication device to engage in conduct prohibited by school district policies including, but not limited to, cheating, bullying, harassment, and malicious and sadistic conduct. If the school district has a reasonable suspicion that a student has violated a school rule or law by use of a cell phone or other electronic communication device, the school district may search the device. The search of the device will be reasonably related in scope to the circumstances justifying the search. Students who use an electronic communication device during the school day and/or in violation of school district policies may be subject to disciplinary action pursuant to the school district’s discipline policy. In addition, a student’s cell phone or electronic communication device may be confiscated by the school district and, if applicable, provided to law enforcement. Cell phones or other electronic communication devices that are confiscated and retained by the school district will be returned in accordance with school building procedures.

Cell phone and camera use is prohibited in all bathrooms, locker rooms, and other areas where a student’s privacy could be violated.

## Dress and Appearance

The staff, students, parents, and the Duluth Public Schools community recognized the importance and necessity for students’ attire to be respectful and appropriate for school. To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently and in a manner that does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size. Duluth Public Schools expects that all students will dress in a way that is appropriate for the school day or for any school sponsored event. Student dress choices should respect the District’s intent to sustain a community that is inclusive of a diverse range of identities.

The primary responsibility for a student’s attire resides with the student and their parent(s) or guardian(s). The school district supports student attire that reflects their personal style and identity; that fosters a welcoming, safe, and respectful environment for all students, and the dress code celebrates and embraces the diversity and inclusion of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, or body type/size as long as it doesn’t interfere with the health, safety, and educational opportunities for students. Any restrictions to the way a student dresses must be necessary to support the overall educational goals of the school and must be explained within this dress code.

For detailed information on dress and appearance, see the “Student Dress and Appearance Policy” (Appendix L).

## Drug-Free School and Workplace

The possession and use of alcohol, controlled substances, and toxic substances are prohibited at school or in any other school location before, during, or after school hours. Paraphernalia associated with controlled substances also is prohibited. The school district will discipline or take appropriate action against anyone who violates this policy.

District policy is not violated when a person brings a controlled substance that has a currently accepted medical treatment use onto a school location for personal use if the person has a physician’s prescription for the substance except marijuana is not allowed on school property even if prescribed. Students who have prescriptions must comply with the school district’s “Student Medication” policy. The school district will provide an instructional program in every elementary and secondary school on chemical abuse and the prevention of chemical dependency.

## Harassment and Violence Prohibition

The school district strives to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. Detailed information on the school district’s “Harassment and Violence Prohibition” policy is included in this handbook (Appendix H).

## Harassment, Violence, and Bullying Behavior

Duluth Public Schools 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, violence, and bullying behavior

**Prevention** — Preventing harassment, violence, and bullying behavior before it happens is always best. Prevention keeps us from experiencing adverse experiences in the first place, helps us focus on teaching and learning, and is an efficient and effective use of resources. Efforts to intentionally develop a positive school climate and create positive relationships will work to prevent harassment, violence, and bullying behavior. Furthermore, academic success is directly related to school engagement and school engagement associated with peer and adult support and relationships. Nothing has a more positive impact in the life of a child than positive relationships.

**Suicide Prevention** — The mental health of students in Duluth Public Schools is important. Mental health is defined as how a person thinks, feels, and acts in regards to their emotional, psychological and social well-being. It helps determine how we handle stress, relate to others, and make choices. One way you

can maintain good mental health is by getting professional help when you need it. Sometimes a person may experience an emotional crisis and be in need of support now. The 988 Suicide and Crisis Lifeline provides free 24/7 confidential support for people in distress. If you or someone you know needs support now, call or text 988 or chat 988Lifeline.org. Duluth Public Schools, as part of state licensing, also provides educators with training opportunities to recognize the signs and symptoms of early onset child and adolescent mental illness as well as suicide prevention.

**Preparation** — Preparing students, staff, and families for adverse experiences is also an important part of creating safe and welcoming environments for everyone. We should know what to do and have a plan in place to do it well. Preparation includes teaching students about these behaviors, the roles that people fulfill in an incident, what to do, and how to report it.

**Response** — When harassment, violence, or bullying behavior is reported or witnessed, responses include telling the person to stop, creating separation and safety, investigating incidents, planning and implementing interventions, and informing others. Each situation is unique and may require different and unique interventions, including student conferencing, parent involvement, school discipline, connection to other resources, and restorative practices.

**Recovery** — Even when prevention is done well and we prepare and respond effectively, students may still benefit from support and assistance in recovering from incidents of harassment, violence, and bullying behavior. Helping students recover may look different from child to child and from school to school. Schools have resources available in a crisis and can help families connect to on-going supports in the community. All schools have co-located mental health services. The focus of recovery is to return students back to regular school activity in a safe and welcoming environment.

**Positive Behavioral Interventions and Supports (PBIS)** — Positive Behavioral Interventions and Supports (PBIS) is an evidenced-based framework for proactive teaching of social emotional and behavioral instruction as well as supporting all students’ social, emotional and behavioral needs. This approach helps schools create and sustain effective and culturally-inclusive environments that support academic and social, emotional and behavioral success for all students. Duluth Public Schools uses PBIS foundations to teach school-wide expectations and social emotional learning for all students. PBIS also positively recognizes students who meet those expectations. Additional social, emotional, or behavioral supports are provided to students as needed to ensure that students receive the services they need to meet the social emotional behavioral standards as set forth by the Minnesota Department of Education. PBIS also encourages the use of non-exclusionary discipline approaches such as utilizing a restorative approach for addressing student behavioral challenges.

Within each school, the following systems and practices are foundational to PBIS implementation:

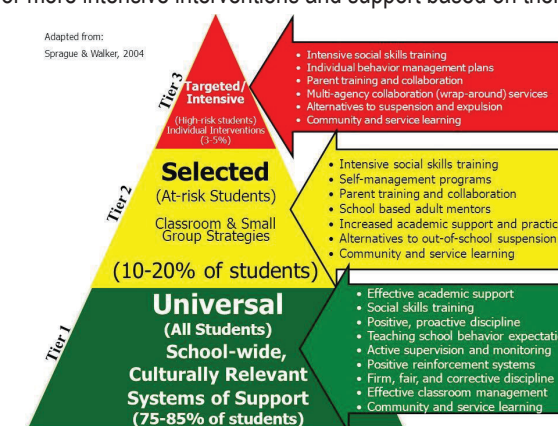
- Each school creates clear and consistent school-wide expectations that promote positive behavior. These expectations, which reflect the school community, values and culture, are defined, taught, modeled, reinforced and (when necessary) retaught.
- Schools also use data to guide how they teach and reinforce the expectations for individual students, groups of students, whole classrooms and school-wide.
- Social emotional learning skills are taught to all students.
- A continuum of evidence-based interventions is integrated and utilized to support the social, emotional, and behavioral success of all students.
- Data is used to identify students in need of additional social, emotional or behavioral support and match them to interventions or support needed.
- A school climate survey is administered twice annually in our schools to gather information from students, families, and staff in order to further develop our PBIS practices and systems to better meet the needs of our students and promote a positive school environment.
- Each school continually collects data and refines its systems and practices as needs change. The goal is to provide positive and equitable social, emotional, behavioral, and academic outcomes for all students.

**Each school designs a three-tiered system that is aligned with the district’s strategic direction:**

**Tier 1:** All students are involved in learning about the school and classroom behavior expectations as well as foundational social emotional learning skills to meet the social emotional learning competencies as laid out by the Minnesota Department of Education. Staff members teach, model and reinforce these expectations and skills throughout the course of the school year.

**Tier 2:** Some students receive additional intervention or support for their needs. This may occur at times in a small group setting or within the classroom.

**Tier 3:** A few students receive individualized or more intensive interventions and support based on their needs, after less intensive levels of intervention



have been tried.

**Restorative Practices** — Restorative Practices are both proactive as well as responsive interventions that are used to foster an equitable and positive school culture where relationships are central. Restorative practices are a continuum of support and may include things like proactive and community building circles, using affective statements in interactions, using restorative questions, responsive circles, conferencing, short impromptu conversations, thinking sheets, etc. In this approach, relationships are the most important way we learn about the world and ourselves.

Some schools are implementing Restorative Practices school-wide as a way to proactively build community among stakeholders. All schools have support staff trained in restorative practices in order to be able to respond to members of our school community when harm has been caused through utilizing a restorative approach. Restorative practices may replace traditional ways of approaching student behavior but still provide a space for accountability to occur through conversation when harm has been caused. In a restorative school community we believe:

- Everyone in the school community has something to contribute and deserves the right to be heard.
- We are all connected to one another.
- All of us want to have meaningful relationships with others.
- We all have talents and gifts we bring to school.
- It takes time, habits and support to build and maintain positive relationships.
- Learning can happen through conversation and through relationships.
- That empathy, kindness, caring, and good communication skills can develop through the use of restorative practices.

**Social-Emotional Learning (SEL)** — Social and Emotional Learning is how children and adults learn how to manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions. Departments across the district work collaboratively to support social-emotional learning. A school may choose to implement a specific Social-Emotional Learning program(s) to support academic and social success. Social-emotional learning is the process of developing the self-awareness, self-control, and interpersonal skills that are vital for school, work, and life success.

**CASEL's definition** — We define social and emotional learning (SEL) as an integral part of education and human development. SEL is the process through which all young people and adults acquire and apply the knowledge, skills, and attitudes to develop healthy identities, manage emotions and achieve personal and collective goals, feel and show empathy for others, establish and maintain supportive relationships, and make responsible and caring decisions.

SEL advances educational equity and excellence through authentic school-family-community partnerships to establish learning environments and experiences that feature trusting and collaborative relationships, rigorous and meaningful curriculum and instruction, and ongoing evaluation. SEL can help address various forms of inequity and empower young people and adults to co-create thriving schools and contribute to safe, healthy, and just communities.

**Minnesota Department of Education has adopted CASEL's social emotional learning 5 competencies:**

**Mental Health & Wellness** — Mental Health refers to how a person thinks, feels, and acts in regards to their emotional, psychological, and social well-being. It helps determine how we will handle stress, relate to others, and make choices. The Duluth School District supports student mental health by creating social and emotional learning opportunities in addition to supporting access to mental health services through internal supports as well through community based providers. These supports strive to create a safe learning environment, maximize collaboration between students and adults, create trusting relationships, and empower students to do their best.

**Reporting Harassment, Violence, and Bullying Behavior** — Harassment, violence, and bullying behavior is a concern across our nation and here in Duluth. Reducing this behavior is important to Duluth Public Schools and we take any allegations of this seriously.



Any time you witness or are involved in a situation involving harassment, violence, or bullying behavior it is important to report it. Help is available. Speak with your teacher, school principal, or another trusted adult at school, home, or in your community.

- If someone is hurting you verbally or physically, tell them to stop, walk away, and tell an adult
- Report it right away. A prompt response increases safety, reduces response time, and improves the results of the investigation and intervention. Reporting forms can be located at the back of this handbook or online at [www.isd709.org](http://www.isd709.org).
- Be specific. Share who was with you or might have seen something, who said or did what, and when and where it happened. Keep text messages and social media posts that contain harassing, violent, or bullying behavior so you can show them to an adult at school.

**Minnesota Law** — Minnesota has passed the Safe Schools Act.

## Hazing Prohibition

Hazing is prohibited. No student will plan, direct, encourage, aid, or engage in hazing. Students who violate this rule will be subject to disciplinary action pursuant to the school district's "Student Discipline" policy. Please see the school district's "Hazing Prohibition" policy (Appendix I).

## Internet, Technology, and Cell Phone Acceptable Use

All school district students have conditional access to the school district's computer system, including Internet access, for limited educational purposes, including use of the system for classroom activities, educational research, and professional and career development. Use of the school district's system is a privilege, not a right. Unacceptable use of the school district's computer system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including, but not limited to, suspension, expulsion, or exclusion; or civil or criminal liability under other applicable laws.

A copy of the school district's "Internet, Technology, and Cell Phone Acceptable Use" policy is available at the Office of the Superintendent or on the website at [www.isd709.org/about-us/policies](http://www.isd709.org/about-us/policies).

Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. Identify each curriculum, testing, or assessment technology provider with access to educational data;
2. Identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
3. Include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

Students will receive a copy of the school district's "Internet, Technology, and Cell Phone Acceptable Use" policy and are expected to understand and agree to abide by the policy as a condition of use of the school district's computer system. All students who wish to use the school district's computer system must sign the Blended Learning 1:1 Agreement form annually.

## Parking on School District Property

### Students

The school district allows limited use and parking of motor vehicles by students in school district locations subject to the following rules:

Parking a motor vehicle on school property during the school day is a privilege;

- Parking is permitted in designated areas only, by permit. For information, contact your school.;
- Students are not permitted to use motor vehicles during the school day in any school district locations unless permission has been granted to the student by the school administration;
- Students are permitted to use motor vehicles on the high school campus(es) only before and after the school day;
- Unauthorized vehicles parked on school district property may be towed at the expense of the owner or operator.

The school district may conduct routine patrols of school district properties and inspections of the exteriors of the motor vehicles of students. Interiors of students' vehicles in school district locations may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. If a search yields contraband, school officials may seize the item and may turn it over to legal authorities when appropriate. A student who violates this policy may be subject to withdrawal of parking privileges and/or discipline according to the school district's "Student Discipline" policy (Appendix E). Please see the parking agreement/permit application form for specific site related information.

## Tobacco-Free Schools; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices, Vaping Awareness and Prevention Instruction

School district students and staff have the right to learn and work in an environment that is tobacco free. School policy is violated by any individual's use of tobacco, tobacco-related devices, or carrying or using activated electronic delivery devices in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Students may not possess any type of tobacco, tobacco-related devices, electronic delivery devices, THC, CBD, or marijuana in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Any student who violates this policy is subject to school district discipline. For detailed information on the school district's "Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction" policy, see Appendix J. Contact the building principal if you have questions or wish to report violations.

A limited exception to the tobacco prohibition exists for adult members of an Indian tribe, as defined under Minnesota law, who may light tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony.

### Weapons Prohibition

No person will possess, use, or distribute a weapon when in a school location except as provided in school district policy. A "weapon" means any object, device, or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon. A weapon also includes look-alike weapons. Appropriate discipline and action will be taken against any person who violates this policy. The school district does not allow the possession, use, or distribution of weapons by students. Discipline of students will include, at a minimum: immediate out-of-school suspension; confiscation of the weapon; immediate notification of police; parent or guardian notification; and recommendation to the superintendent of dismissal for a period of time not to exceed one year. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully. A student who brings a firearm to school will be expelled for at least one year, subject to school district discretion on a case-by-case basis. For a copy of the "School Weapons" policy, visit [isd709.org/about-us/policies](http://isd709.org/about-us/policies).

### Standards of Conduct

Standards of conduct are developed to ensure a safe, equitable and welcoming environment that fosters growth in relationships, academics, social-emotional competency and life skills. We believe these are achieved through a culture that promotes positive relationships, mutual respect, repairing harm, and a belief in the potential of all members while engaging with families and community as partners.

Disciplinary policies within the elementary and secondary schools shall be enforced within the general guidelines as set forth in the grid below. These guidelines are designed to prevent student's inappropriate behavior from recurring through use of environmental, instructional, and/or restorative intervention and represent the majority of incidents that occur in schools. However other incidents may occur which warrant disciplinary action.

These guidelines describe the various administrative actions that may be taken for incidents that violate school district standards of conduct and/or the law. The listing of guidelines does not require that a 'step by step' progression of increasing severity be employed by an administrator when addressing an incident.

Behavioral incidents requiring Office intervention will be documented as an office discipline referral in Infinite Campus under the student behavior tab. Out of school suspension is used for the purpose of creating separation and safety for further investigation and intervention planning in response to a behavioral incident. At all age levels, use of suspension should be paired with environmental, instructional, and/or restorative intervention. For students with a history of violent behavior, staff will be notified per Policy 5022.

The Principal's discretion regarding the enforcement of policy will be used when age, culture, and development/ability are factors in behavioral issues. There should be a logical relationship between the severity of the offense and the administrative action. Behaviors are grouped into four levels for the purpose of consistency and organization. Some behaviors will be severe or egregious enough to warrant disciplinary actions corresponding with a higher level. The Assistant Superintendent will be consulted if any site desires to implement discipline which exceeds the minimum guidelines.

Busing infractions will follow the four levels listed below based on the incident and additional discipline will follow the Code of Conduct. Separately or in addition to, bus conduct can result in removal from the bus.

Students are subject to all school disciplinary actions or violations while in a school zone. A school zone is defined as an area that begins at the boundaries of the school property and extends three hundred feet from that point, or one city block, whichever is greater. This zone includes school bus stops and the area within a school bus being used to transport one or more elementary or secondary school students. This zone also includes district contract parking.

## Duluth Public Schools Major & Minor Behavior

	LEVEL	TYPE OF BEHAVIOR	ACTION	MANAGED BY
MINOR	1	Incidental Violations	Not Recorded	Staff/Teacher
	2	Minor Violations	Minor Referral Form	Staff/Teacher
MAJOR	3	Major Violations	Major Referral Form	Staff/Administration
	4	Critical Incident Violations	Major Referral Form	Administration/Office

Staff/Teacher Managed		Administration/Office Managed	
<p><b>Level 1 - Incidental</b> <i>Doesn't significantly violate the rights of others. Doesn't put others at risk. Not chronic.</i></p> <ul style="list-style-type: none"> <li>• Consensual display of affection</li> <li>• Dress Code</li> <li>• Horseplay</li> <li>• Loud noise</li> <li>• Minor arguments</li> <li>• Missing homework</li> <li>• Noise making</li> <li>• Out of seat</li> <li>• Refusal to follow directions (non chronic)</li> <li>• Running in hallway</li> <li>• Transportation (see charts below)</li> <li>• Unprepared for class</li> <li>• Unapproved Food &amp; Drink</li> </ul>	<p><b>Level 2 - Minor</b> <i>Doesn't significantly violate the rights of others. Doesn't put others at risk.</i></p> <ul style="list-style-type: none"> <li>• Academic dishonesty</li> <li>• Avoiding staff</li> <li>• Cell phone violation</li> <li>• Defiance</li> <li>• Loud noise</li> <li>• Disruption</li> <li>• Inappropriate language</li> <li>• Interruptions</li> <li>• Leaving assigned area</li> <li>• Misuse of technology</li> <li>• Property misuse</li> <li>• Refusal to follow directions</li> <li>• Refusal to participate in class</li> <li>• Transportation (see charts below)</li> </ul>	<p><b>Level 3 - Major</b> <i>Violates the rights of others. Puts self or others at risk, or chronic</i></p> <ul style="list-style-type: none"> <li>• Attendance issues</li> <li>• Bullying/Cyberbullying</li> <li>• Extortion</li> <li>• Forgery/plagiarism</li> <li>• Gambling</li> <li>• Gang display</li> <li>• Harassment</li> <li>• Hazing</li> <li>• Intimidation</li> <li>• Leaving building without permission</li> <li>• Minor property damage/vandalism</li> <li>• Photographic or recording misuse</li> <li>• Physical aggression</li> <li>• Record and identification falsification</li> <li>• Repeated or prolonged defiance or disrespect</li> <li>• Technology violation</li> <li>• Theft</li> <li>• Threats/intimidation</li> <li>• Tobacco</li> <li>• Transportation (see charts below)</li> <li>• Verbal aggression/abusive language</li> </ul>	<p><b>Level 4 - Critical Incident</b> <i>Poses a significant threat to the safety and well-being of self or others, results in serious harm or chronic. Require immediate intervention and may involve law enforcement.</i></p> <ul style="list-style-type: none"> <li>• Arson</li> <li>• Assault</li> <li>• Bomb threats</li> <li>• Fighting</li> <li>• Gang activity</li> <li>• Homicide</li> <li>• Illegal or prescription drug, alcohol THC, CBD or marijuana possession</li> <li>• Pyrotechnics</li> <li>• Robbery</li> <li>• Sexual assault</li> <li>• Significant property damage/vandalism</li> <li>• Transportation (see charts below)</li> <li>• Terroristic threats</li> <li>• Trespassing</li> <li>• Weapon possession</li> </ul>

*Note for reader: Behavior can be challenging to define & quantify. For some of these listed behaviors the severity, frequency, or duration may impact where it should be listed under. In cases that pose as challenging or confusing, please reach out to the administrator. **Just as in the Code of Conduct, administration discretion must be taken into account.***

K-3 Behavior Violations and Leveled Response				
	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Critical Incident
<b>Incident 1</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; document as a minor behavior	Conference with student; Notification of parent(s) and/or guardian(s); document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 2</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior	Conference with student; Notification of parent(s) and/or guardian(s); document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 3</b>	Behaviors are managed by the person supervising the area; a office discipline referral may be needed; consideration of parent notification and/or staff intervention	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior; possible referral to building resources	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

*\*Chronic or repeated offenses in a certain behavioral level may result in discipline listed from a higher behavioral level and/or extension of response.*

4-5 Behavior Violations and Leveled Response				
	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Critical Incident
<b>Incident 1</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; document as a minor behavior	Conference with student; Notification of parent(s) and/or guardian(s); consideration of 1 day suspension and/or restorative intervention; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-2 day suspension and/or restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

4-5 Behavior Violations and Leveled Response				
	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Critical Incident
<b>Incident 2</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior	Notification of parent(s) and/or guardian(s); consideration of 1-2 day suspension and/or restorative intervention; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-3 day suspension and/or restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 3</b>	Behaviors are managed by the person supervising the area; a office discipline referral may be needed; consideration of parent notification and/or staff intervention	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior; possible referral to building resources	Notification of parent(s) and/or guardian(s); consideration of 1-3 day suspension and/or restorative intervention; possible referral to building resources; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

*\*Chronic or repeated offenses in a certain behavioral level may result in discipline listed from a higher behavioral level and/or extension of response.*

6-12 Behavior Violations and Leveled Response				
	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Critical Incident
<b>Incident 1</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; document as a minor behavior	Conference with student; Notification of parent(s) and/or guardian(s); consideration of 1-2 day suspension and/or restorative intervention; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resource  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 2</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior	Notification of parent(s) and/or guardian(s); consideration of 1-3 day suspension and/or restorative intervention; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resource  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

### 6-12 Behavior Violations and Levelled Response

<b>Incident 3</b>	Behaviors are managed by the person supervising the area; a office discipline referral may be needed; consideration of parent notification and/or staff intervention	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior; possible referral to building resources	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resources; document as a major behavior  Consideration to refer to law enforcement	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resource  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
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\*Chronic or repeated offenses in a certain behavioral level may result in discipline listed from a higher behavioral level and/or extension of response.

### Transportation Behavior Levels and Consequences

See Major and Minor list above for offenses correlating to certain behavioral levels. The bus is a continuation of the classroom. **Note for reader:** Behavior can be challenging to define & quantify. For some of these listed behaviors the severity, frequency, or duration may impact where it should be listed under. In cases that pose as challenging or confusing, please reach out to the administrator. **Just as in the Code of Conduct, administration discretion must be taken into account.** Transportation department will notify school sites within 24 hours. School personnel may include site clericals, administration, and/or support staff.

	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Critical Incident
<b>Incident 1</b>	Addressed with de-escalation, support and/or direction	Conference with student; document as a minor behavior	Notification of School Personnel; Parent Notification; Document behavior	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-5 day bus suspension  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 2</b>	Addressed with de-escalation, support and/or direction	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Notification of School Personnel; Parent Notification; Document behavior	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-10 day bus suspension  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 3</b>	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Addressed with de-escalation, support and/or direction; and/or notification of school personnel; Document behavior; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possible 1 month bus suspension  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

<b>Incident 4</b>	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Addressed with de-escalation, support and/or direction; and/or notification of school personnel; document repeated behavior; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-10 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possibility of bus privileges being revoked for up to a school year  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 5</b>	Addressed with de-escalation, support and/or direction; and/or notification of school personnel; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document repeated behavior; Possible 1-10 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possible 1 month bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possibility of bus privileges being revoked for up to a school year  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

### Behavior Levels and Definitions

LEVEL 1
<b>Behaviors are safe but disruptive to learning and addressed with simple de-escalation, support and/or direction</b>
<ul style="list-style-type: none"> <li>Staff use school wide and classroom practices to promote the development and use of behaviors that contribute to a safe, equitable, and welcoming school</li> <li>Staff observe the behavior, use a range of strategies to support the student(s) or de-escalate the situation, determine communication and documentation</li> <li>Behaviors are managed by the person supervising the area, no office discipline referral needed - referred as 'teacher managed' or 'incidental' behavior and not addressed further in this grid.</li> </ul>
LEVEL 2
<b>Behaviors that do not significantly violate the rights of others. Doesn't put others at risk.</b>
<ul style="list-style-type: none"> <li>Staff observe behavior, use a range of strategies to support the student(s) or de-escalate the situation, gain assistance if needed, write a 'minor' office referral, and use supportive and/or restorative practice intervention as needed</li> <li>A more focused behavioral response or targeted intervention beyond response to the immediate incident may be warranted depending on the situation.</li> </ul>
Behavior and Description
<b>ACADEMIC DISHONESTY</b> - A student shall not cheat in any form on school grounds or in any school related activity. This includes plagiarizing (copying from print, the Internet, or other electronic resources, purchasing or copying another person's work, and paraphrasing without citing the source).
<b>CELL PHONES OR ELECTRONIC MOBILE DEVICES</b> - Students may not use cell phones or personal electronic mobile devices during class time unless it is determined by the teacher that it is required for curriculum/course content. Schools will not be responsible for lost, damaged or stolen devices. School administration will not spend time investigating any lost or stolen electronic devices
<b>DISRUPTIVE/DISORDERLY CONDUCT AND INSUBORDINATION</b> - A student shall not participate in actions, on or off campus, that interfere with the rights of others to an education, instruction, and/or with the effective operations of the school. Such actions include but are not limited to: Disruption: Any behavior that significantly interrupts the education, instruction or effective operations of the school and or classroom (and is not better coded as another behavior). Some examples of disruptive behavior include: Offensive language or gestures, profanity, explosive outbursts of rage. Leaving the classroom without permission or school grounds without proper authorization. Consensual intimate sexual behaviors. Distributing unauthorized materials on school property. Play-fighting, which can appear real and/or alarm students and staff and/or lead to real conflicts or injuries. Insubordination: Persistent refusal to follow school rules or regulations, persistent refusal to follow directions given by a staff member or persistent confrontational and aggressive arguing with a staff member.  This also includes: avoiding staff, inappropriate language, interruptions in class, leaving assigned areas, refusal to follow directions, and refusal to participate in class.

<b>PROPERTY MISUSE</b> - Inappropriate use of equipment and school property, such as (but not limited to) computers, textbooks, music equipment, etc
<b>MISUSE OF TECHNOLOGY</b> -This includes being off-task, treating Chromebooks carelessly and airdropping material without permission
<b>MOTOR VEHICLE INFRACTIONS</b> - 1. Parking - A student shall not park in an unauthorized area on school property or park on school property without a valid school permit, or violate any school district policy with his/her vehicle. 2. Reckless or Careless Driving - A student shall not drive on or near school property in such a manner as to endanger persons or property. 3. Student vehicles may not display or promote illegal activities or substances. This includes any symbols or graphics that are affiliated with hate groups (Example: confederate flag or swastika).
<b>LEVEL 3</b>
<b>Behavior that may be illegal, disrupts the educational environment, student learning or staff working with significant risk of/harm to self or others.</b>
<ul style="list-style-type: none"> <li>• Staff observe behavior, gain assistance, de-escalate the situation, ensure separation and safety, write office referral and use support intervention and/or restorative practice intervention as needed.</li> <li>• Out of School Suspension, if used, is for the purpose of safety and intervention planning</li> </ul>
<b>Behavior and Description</b>
<b>BULLYING</b> - Bullying means intimidating, threatening, abusive, or harming conduct that is objectively offensive and: • There is an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the behavior and • The conduct is repeated or forms a pattern; or • The conduct materially and substantially interferes with a student’s educational opportunities, performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. Note: Bullying and conflicts are different. Conflicts are to disagree, argue, or fight. Conflicts have an increased balance of power, are usually spontaneous, and mutual. See the Bullying Prohibition Policy 514 for further information.
<b>CYBER BULLYING</b> - Cyber Bullying means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data – including a post on a social network, website, or forum – that is transmitted through a computer, cell phone, or other electronic device. See “Bullying” violation or for bullying definition the Bullying Prohibition Policy 514 for further information
<b>EXTORTION</b> - A student shall not obtain property from another by verbal intimidation.
<b>FORGERY/PLAGIARISM</b> - Academic dishonesty including, but not limited to, copying the work of others on school assignments or tests and using the ideas or writings of another person without giving due credit to the creator of the work. This includes work accessed digitally.
<b>GAMBLING</b> - A student shall not gamble in any form on school grounds or at any school related activity.
<b>Gang Display</b>
<b>HARASSMENT</b> - Physical or verbal conduct that: Has the purpose or effect of creating an intimidating, hostile, or offensive work, business, or academic environment. Or, has the purpose or effect of substantially interfering with an individual’s work, business, or academic performance. Harassment may be sexual, related to “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) or general. Refer to Policy 413 and Regulation 413R Prohibiting Harassment and Violence for further information.
<b>HAZING</b> - “Hazing” means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. “Student organization” means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition. Refer to Policy 526 Hazing Prohibition.
<b>INTIMIDATION/THREAT</b> - A student shall not use words or gestures to intimidate or incite fear in another person. Note: Differentiate from harassment with consideration of any sexual comments or behavior and/or inclusion or perceived inclusion in any “protected group”. Note: As with all investigations regarding student behavior, include contextual factors and cultural considerations in the investigation, determination and resolution of any potential threat or act of intimidation.
<b>LEAVING SCHOOL BUILDING/GROUNDS WITHOUT PERMISSION</b> - Leaving school building/grounds during school hours without staff permission
<b>MINOR PROPERTY DAMAGE/VANDALISM</b> - Intentional damage to property belonging to or used by the school district. This also includes intentional damage to hardware, software or other equipment belonging to or used by the school district; or Intentional damage to the property of staff members or others.
<b>PHOTOGRAPHIC OR RECORDING DEVICE MISUSE</b> - Use of any photographic or recording device, film camera, digital camera, cell phone camera and video camera that impinges upon the rights of others is prohibited. Use of device that incites or encourages violence is prohibited. This prohibition includes the distribution of a picture(s)/recording that impinges upon the personal privacy of another. Also included is the creation, possession, or dissemination of sexually explicit images, videos, text messages or emails, usually by digital medium. Receipt of inappropriate data should be reported to Administration immediately. Use of any device in a school locker room, school bathroom or elsewhere in a way that violates the personal privacy of the individual may result in the immediate initiation of the expulsion process dependent upon severity of violation. Upon investigation by administration evidence may be reported to law enforcement and/or St. Louis County Initial Intervention Unit (IIU).
<b>PHYSICAL AGGRESSION</b> - An intentional act by a student resulting in bodily harm
<b>COMPUTER</b> - Data tampering, unauthorized use of data, violations of Policy 3187-Use Policy for Internet Access and Regulation 3187R - Internet Use Regulations (e.g. software modification or copyright violation, any attempt to install or use software that has not been approved by the district, violation of district network security, hardware damage/vandalism, etc.) is prohibited.

<b>RECORD AND IDENTIFICATION FALSIFICATION</b> - A student shall not falsify signatures or data, refuse to give proper identification, give false identification when requested to do so by a staff member, or give a false name or date of birth to police.
<b>THEFT</b> - A student shall not intentionally take, use, transfer, conceal, or retain possession of personal property of another without the other’s consent and with intent to deprive the owner permanently of possession of the personal property.
<b>THREATS/INTIMIDATION</b> - Any expression of intention to cause harm or violence to another person or another’s property that is delivered by someone in immediate physical proximity to the person being threatened. The potential for immediate harm or violence must exist.
<b>TOBACCO</b> - Smoking and the use of tobacco products or tobacco related devices including electronic cigarettes shall be prohibited on school district facilities. School district facilities include school buildings, school grounds, school owned and leased vehicles, and sites leased by the school district. No one will use tobacco products or tobacco related devices while in or on school district facilities. In addition, it is prohibited to have tobacco products or tobacco related devices in public sight while in or on school district facilities. Exception - (MN Statute 144.4169) It shall not be a violation of this policy for an American Indian adult to light tobacco in a public school as part of a traditional Indian spiritual or cultural ceremony, or to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support. It shall not be a violation of this policy for an American Indian student to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support with the permission of the student’s parent or guardian and with written or verbal notice to the site administrator or principal.
<b>VERBAL ABUSE</b> - A student shall not engage in name calling, insults, or otherwise obscene or harmful language/comments directed at someone or a group of people. Note: Need to differentiate from threats, bullying, harassment, and disruption/insubordination.
<b>LEVEL 4</b>
<b>Behaviors that pose a significant threat to the safety and well-being of self or others, or result in serious harm. These incidents often require immediate administrative intervention and may involve law enforcement depending on the specific circumstances and legal requirements</b>
<ul style="list-style-type: none"> <li>• Staff observe behavior, gain assistance, de-escalate the situation, ensure separation and safety, contact support staff and/or authorities, write office referral and use support intervention and/or restorative practice intervention as needed.</li> <li>• Out of School Suspension is used for the purpose of safety and intervention planning.</li> <li>• Consider expulsion.</li> </ul>
<b>Behavior and Description</b>
<b>ALCOHOL</b> - A student shall not possess, use, transmit, or be under the influence of alcoholic beverages of any kind: • On school grounds immediately before, during, or after school hours. • On school grounds at any time when the school is being used by any school group. • Off school grounds at a school activity, function, or event. • On any district-provided transportation. In a school zone as defined by Minnesota Statutes.
<b>ARSON</b> - 1. “Arson” is the intent or intentional destruction of or damage to any school building, school or personal property, injury to persons by means of fire or explosives. This includes all behaviors within the ‘school zone’ on school-sponsored/supervised activities. 2. Failure to exercise ordinary caution resulting in fire within any area identified in #1 above, damage to school or personal property, or injury to person(s). 3. False alarm or tampering with any part of a fire suppression system (including, but not limited to sprinklers, fire alarms, smoke detectors, fire extinguishers, or any other part of the fire suppression system). Giving a false alarm (police, fire, ambulance, 911) or tampering or interfering with any fire alarm system. 4. Matches, lighters, and other fire starting materials are not allowed on school premises.
<b>ASSAULT</b> - “Assault” is acting to cause fear in another of immediate bodily harm or death or intentionally inflicting or attempting to inflict bodily harm upon another
<b>ASSAULT SEXUAL</b> - “Sexual Assault” means “sexual contact” or “sexual penetration” without “consent,” as those terms are defined in Minnesota Statutes Section 609.341.
<b>BOMB</b> - A student shall not possess or commit crimes of violence using explosive devices including, but not limited to, bombs, grenades, rockets and mines. This also means devices that produce a chemical reaction that result in destruction
<b>BOMB THREAT</b> - A student shall not threaten directly or indirectly, to commit any crime of violence with purpose to cause an emergency response of a school building or grounds or a school-related activity.
<b>FIGHTING</b> - “Fighting” is mutual combat in which both parties have contributed to the situation by verbal and/or physical action
<b>GANG ACTIVITY</b> - Gang activity is strictly prohibited. A “gang” is herein identified as any group that participates in disruptive, intimidating, illegal, and/or violent activities as defined in this policy. This includes gang symbols, gestures, and attire.
<b>HOMICIDE</b> - A student shall not commit homicide, which means the killing of one human being by the act, procurement, or omission of another.
<b>ILLEGAL DRUG, PRESCRIPTION DRUG, THC, CBD, MARIJUANA</b> - A student shall not possess, use, transmit, or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, intoxicants of any kind, look-alike drugs, or substances that may have the appearance of an illegal substance, such as catnip, oregano, flour, saccharin, or other items or paraphernalia: • On school grounds immediately before, during, or after school hours. • On school grounds at any time when the school is being used by any school group. • Off school grounds at a school activity, function, or event. • On any district-provided transportation. • In a school zone as defined by Minnesota Statutes.
<b>CONTROLLED SUBSTANCE (Prescription)</b> - A student shall not possess, use, transmit or be under the influence of a controlled substance that is not prescribed to the student by a licensed health care professional: • In a school zone as defined by Minnesota Statutes immediately before, during, or after school hours. • On school grounds at any time when the school is being used by any school group. • Off school grounds at a school activity, function, or event. • On any district-provided transportation. Refer to Regulation 6180R – Procedures of Administration of Medication During the School Day

<b>PYROTECHNICS</b> - A student shall not possess or detonate fireworks
<b>ROBBERY</b> - A student shall not obtain property from another by use of force or threat of force.
<b>TERRORISTIC THREATS</b> - A student shall not threaten to commit any crime of violence with the purpose to terrorize another person(s).
<b>TRESPASSING</b> - A student shall not be physically present in a school building without permission, after being requested to leave by a school official, or after suspension or expulsion.
<b>VANDALISM/PROPERTY RELATED</b> - 1. A student shall not willfully cut, deface, or otherwise damage in any way any property, real or personal. This includes school buses. 2. A fee will be charged for lost or destroyed textbooks, workbooks, library books or other school property.
<b>WEAPON</b> - “Dangerous weapon” means any firearm, whether loaded or unloaded, knives, stun guns, martial arts instruments, mace, any device designed as a weapon, or any other device or instrument which in the manner it is used or intended to be used is likely to produce death or great bodily harm. This includes any lookalike object that may have the appearance of a weapon or dangerous instrument. A student shall not knowingly possess, store, handle, transmit, use, or encourage or aid any other student to possess, store, handle, or transmit these weapons in: • Any school building. • On any school premises. • On any school-provided transportation. • Off the school grounds at any school-related activity, event, or function. • In a school zone as defined by Minnesota Statutes.

## Definitions of interventions and Disciplinary Actions

**ANTECEDENT BASED & ENVIRONMENTAL INTERVENTIONS** - Ways to change the environment that promote an increase of pro-social behaviors and simultaneously reduce the possibility of challenging behaviors to occur.

**DETENTION** - A student may be asked to come before school, stay in during lunch, or remain after school by a teacher or principal for the purpose of correcting a violation. Any student who is instructed to report before or after school but is unable must obtain permission from the teacher or principal. Reasonable attempts will be made to contact parent(s) or guardian(s) prior to implementation.

**EXPULSION OR EXCLUSION** - “Expulsion” means a School Board action to prohibit an enrolled student from further attendance for up to twelve months from the date the student is expelled. “Exclusion” means an action taken by the School Board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. Expulsion and exclusion proceedings shall be in accordance with M.S. 121A.41, The Pupil Fair Dismissal Act. A School Board may expel for a period of at least one year a student who is determined to have brought a firearm to school. For the purposes of this section, a firearm is as defined in United States Code, Title 18, Section 921. In accordance with M.S. 121A.41, The Pupil Fair Dismissal Act, a student and his/her parent(s) or guardian(s) shall be served personally or by mail with notice of the expulsion hearing. The hearing will be held within ten days of service of the written note, unless continued pursuant to the statute. The recommendation of the hearing officer shall be made to the School Board within two days of the end of the hearing. The decision of the School Board shall be rendered at a special meeting within five days after receipt of the recommendation of the hearing officer. The student shall receive due process as set forth in M.S. 121A.41, The Pupil Fair Dismissal Act.

**IN-SCHOOL SUSPENSION** - An action by school administration where a child is temporarily removed from his or her regular classroom(s) but remains under the direct supervision of school personnel.

**ALTERNATIVE TO SUSPENSION** - An intensive space to support students in lieu of suspension. Programming is focused heavily on restorative interventions and social emotional learning support to provide students with skill building opportunities, de-escalation, problem-solving and harm repair. This programming could look differently based on the services needed at a school building from a very intensive space/program to a less intensive space.

**OUT-OF-SCHOOL SUSPENSION** - An action by school administration prohibiting a student from attending school for a period of no more than 10 days. Each suspension action may include a re-entry meeting and readmission plan.

**PARENT(S) OR GUARDIAN(S) CONFERENCE** - A parent(s) or guardian(s) conference is required if a student has committed a serious rule violation or has been suspended out of school. If a parent or guardian is unable to be present, the principal shall contact the parent(s) or guardian(s).

**REFERRAL TO SCHOOL BEHAVIOR TEAM OR CHILD STUDY TEAM** - Schools use a multi-tiered system of support. Students can be referred to a small school team for academic or social-emotional-behavioral interventions. The process varies a bit at each school but includes a brief meeting, determining an intervention, trying it for approximately 30 school days, and reviewing outcomes.

**REFERRAL TO COMMUNITY SERVICE(S)** - School staff may work with parents or guardians to support the consideration of accessing community services. The process of helping a family connect to a community service, sharing information (with permission), or making introductions to a community service are all part of a “referral”.

**REFERRAL TO JUVENILE AUTHORITIES** - If a student’s behavior may be a violation of law, the principal or designated representative may contact juvenile authorities or police. If the officer indicates that he/she is arresting the student, with or without a warrant, he/she shall have complete jurisdiction and responsibility in the matter and the principal shall not interfere with the student’s removal from the building. The student will, in all cases, be accorded the rights of due process.

**RESTORATIVE PRACTICES** - Restorative practices are an approach used with students that promotes inclusivity of all through relationship-building and problem-solving. Methods such as circles, restorative chats, mediations and conferencing may be used to resolve issues or conflicts as they arise and to bring those harmed, those who harmed, and their supports together to address any wrongdoings. Through this process, students are encouraged to reflect on and take responsibility for their actions and come up with plans to repair harm. Unlike punishment, when using restorative practices we attempt to resolve issues “with” students rather than doing something “to” them or “for” them.

**RISK SCREENING & REFERRAL FOR ASSESSMENT** - Students deemed to be a threat to themselves and/or others may be asked to undergo a risk screening and/or formal risk assessment by a district approved mental health professional before being readmitted to school.

**REFERRAL TO BUILDING AND DISTRICT RESOURCES** - Referral to building and district resources is to be made by school personnel, parent(s) or guardian(s), or community agencies. The parent(s) or guardian(s) shall be consulted if any special services are to be made available to a student. Reasonable attempts will be made to contact parent(s) or guardian(s) regarding referrals to building and district resources.

**REMOVAL FROM CLASS** - All students have the right to learn and teachers the right to teach. Disruption to the learning process may result in the loss of privilege to remain in the class. This removal is limited to a reasonable time-frame to be reinstated upon an agreed solution with the instructor and principal as necessary. Students shall be allowed the privilege of making up daily work, including tests and final exams, upon their return to class. Removal from class or dismissal for the day of students with disabilities is also governed by the Individuals with Disabilities Education Act, M.S. 125A.03, and Minnesota Rules. See the section of this policy entitled “Students with Disabilities.”

**TEACH / RETEACH / REINFORCE DESIRED SKILL OR BEHAVIOR** - To identify and provide instruction of new skills or behaviors to replace challenging or harmful behaviors. New behaviors are most effective when considered “functional” and meet the same needs as the challenging or harmful behavior. Reinforcement of a desired skill or behavior is anything that comes after the behavior that makes it more likely to be used again. Reinforcement may be a tangible item or activity, verbal or non-verbal recognition, the experience of learning something new, or simply meeting the initial need.

**TIER 2 FUNCTIONAL BEHAVIOR ANALYSIS AND BEHAVIOR SUPPORT PLAN** - An attempt to determine the function or purpose of a behavior through interviews, review of available information and data, and maybe observation. The idea is to then create a plan to support desired behaviors that meet the same needs in a more pro-social manner.

### ADDITIONAL INFORMATION:

**INFORMATION AND REVIEW PROCESS** – Students, parent(s) or guardian(s) who wish to discuss concerns or review disciplinary actions, except for expulsion or suspension, may request a conference with school personnel. It is recommended that conferences occur between personnel closest to the concern and be solution-based toward district aims and vision.

**SCHOOL ZONE** - Students are subject to all school disciplinary actions or violations while in a school zone. A school zone is defined as an area that begins at the boundaries of the school property and extends three hundred feet from that point, or one city block, whichever is greater. This zone includes school bus stops and the area within a school bus being used to transport one or more elementary or secondary school students. This zone also includes district contract parking.

**STUDENT CONFERENCE** - Depending on the violation and the seriousness of the action, a student may meet with the principal and/or a teacher to discuss the incident. During this conference, students may be asked to formulate a plan which addresses their behavior and a commitment to solutions for improvement

# PART IV — HEALTH AND SAFETY

## Accidents

All student injuries that occur at school, at school-sponsored activities, or on school transportation should be reported to the building nursing staff.. Parents/guardians of an injured student will be notified as soon as possible. If the student requires immediate medical attention, the principal or other district leader will call 911 or seek emergency medical treatment and then contact the parent(s).

## Asbestos Management Plan

The school district has developed an asbestos management plan. Contact the District Health, Safety, and Environmental Coordinator.

## Crisis Management

The school district has developed an Emergency Operations Plan (EOP). Each school building has its own building-specific crisis management plan, which is included as an addendum to the EOP. Students and parents will be provided with relevant information as to district- and school-specific plans via the school website Safe & Welcoming page, [isd709.org/about-us/safe-and-welcoming](http://isd709.org/about-us/safe-and-welcoming).

The EOP addresses a range of potential crisis situations in the school district. The school district has developed general crisis procedures for securing buildings, classroom evacuation, campus evacuation, sheltering, and communication procedures. The school district will conduct lock-down drills, fire drills, and a tornado drill. Building plans include classroom and building evacuation procedures.

## Emergency Contact Information

When there is an emergency within a school building or the district, parents/guardians will be notified through the district’s emergency notification mass communication system. Parents/guardians will receive a text message, phone call and email regardless of opt-out communication requests.

Please note that students can only be released to a listed Emergency Contact in the case of a reunification. For more information please see “Reunification” on the Safe & Welcoming web page: [isd709.org/about-us/safe-and-welcoming](http://isd709.org/about-us/safe-and-welcoming).

## Health Information

### First Aid

The nurse's office in each building is equipped to handle minor injuries requiring first aid. If the nurse's office is not open, assistance can be sought from the building's administrative office. If a student experiences a more serious medical emergency at school, 911 may be called and/or a parent/guardian will be contacted depending on the situation.

The district has installed automated external defibrillators (AEDs) in each building. Locations of AEDs are indicated on the building map located in each entry vestibule. Tampering with any AED is prohibited and may result in discipline.

The district has naloxone (Narcan®) in each building in case of an opioid overdose. Locations of naloxone are known by trained staff. Tampering with naloxone is prohibited and may result in discipline.

### Communicable Diseases

To protect other students from contagious illnesses, students infected with certain diseases are not allowed to come to school while contagious. If a parent or guardian suspects that his/her child has a communicable or contagious disease, the parent or guardian should contact the school nurse or principal so that other students who might have been exposed to the disease can be alerted.

Please call your school health office to report the following health conditions: COVID-19, Chickenpox, Strep Throat, Influenza, Head Lice, Mumps, Measles, Meningitis, Pertussis (Whooping Cough).

Students with certain communicable diseases will not be excluded from attending school in their usual daily attendance settings as long as their health permits and their attendance does not create a significant risk of transmitting the illness to other students or school district employees. The school district will determine on a case-by-case basis whether a contagious student's attendance creates a significant risk of transmitting the illness to others.

### Health Service

Research has shown that students with an optimal level of wellness are more receptive to the learning process. Therefore, Duluth Public Schools health service staff strive to promote the health of students and promote a healthy school environment. The primary goal of health services is to eliminate/minimize health related barriers to learning. To accomplish this, health service staff, as part of the school team, works to:

- Promote student and staff wellness.
- Provide skilled nursing.
- Protect students' well being.
- Enhance healthy behaviors.
- Encourage self-care.
- Assess and communicate student health concerns through referral to parents/guardians.

The Licensed School Nurse provides leadership of the daily health office operations, promotes health equity by connecting students and families to community health resources, and maintains continuity of care between home, medical provider, and school through medical and educational planning. The Licensed School Nurse also provides health assessment and planning throughout the Special Education process.

Health Assistants provide students with daily health services through medication administration, first aid for illness and injury, and skilled nursing procedures under the delegation of the Licensed School Nurse.

### WHEN TO KEEP YOUR CHILD HOME

Many students and parents are frequently concerned about when students should stay home or attend school. The following information is intended to help with this decision. General practice:

- If a student has had a fever of 100 degrees or more, the student must stay home for 24 hours after the temperature returns to normal without fever reducing medication.
- If a student has vomited or had diarrhea, the student must stay home until 24 hours after the last episode.
- If a student has had any rash that may be disease-related or the cause is unknown, check with your family physician before sending the student to school.
- If a student is ill, please call the school daily to report the illness.

When a student is sick, parents often wonder whether or not to keep a child at home from school. If a child stays home and has the care they need when first sick, they will often get better faster. Staying home and resting will help the body fight the sickness. A parent/guardian should notify the school if his/her child is unable to attend school because of illness. Please contact the school attendance line.

### WHEN A CHILD IS SICK AT SCHOOL

If your child becomes ill at school and needs to go home, the Health Services Staff will contact a parent/guardian. Children must call from the health office and not from their cell phones.

If staff are unable to reach parents and determine that the student must go home, emergency contacts will then be called. It's important for parents to keep emergency contacts updated and ensure that they are available during the day. Your child will not be allowed to leave school without contacting an adult. In the event of an emergency, 911 may be called.

### HEAD LICE

Anyone can get head lice. Head lice are most often transmitted through head to head contact. School transmission is rare. Some common symptoms of head lice include: itching and scratching of the scalp and neck, feeling that something is 'crawling' in the hair, sores from constant scratching, and seeing lice on the scalp or nits attached to the hair shaft. If your child has any of these symptoms, please check your child's head for lice. Also, all household members and other close contacts of the person with lice should be checked.

Should your child be found to have live lice in their hair during the school day, a parent/guardian will be contacted by a health office staff member. The students may remain in school but prompt treatment is recommended. Visit [isd709.org/families/health-services](https://isd709.org/families/health-services) for more information about head lice.

### VISION AND HEARING SCREENINGS

Students may receive hearing and/or vision screening upon request from a teacher if the teacher suspects that there may be a hearing or vision concern that is affecting the student's ability to learn. If you do not wish for your child to receive vision and/or hearing screening, please inform your school health office. The screenings are not intended to replace professional examinations.

### Immunizations

All students must provide proof of immunization or submit appropriate documentation exempting them from such immunizations in order to enroll or remain enrolled. Students may be exempted from the immunization requirement when the immunization of the student is contraindicated for medical reasons; laboratory confirmation of adequate immunity exists; or due to the conscientiously held beliefs of the parents/guardians or student. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student reaches the age of 18. For a copy of the immunization schedule or to obtain an exemption form or information, contact the school health office. Immunization records must be provided by Oct. 13. Student may be excluded if required immunizations have not been administered by Oct. 23. Policy 530 can be found on the district website at [isd709.org/about-us/policies](https://isd709.org/about-us/policies).

### Medications at School During the School Day

The school district acknowledges that some students may require prescribed drugs or medication during the school day. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An "Authorization to Administer Medication" form must be completed once a year and/or when a change in the prescription or requirements for administration occurs. Prescription medications must be brought to school in the original container labeled for the student by a pharmacist, and must be administered in a manner consistent with the instructions on the label. Prescription medications are not to be carried by the student, but will be left with the appropriate school personnel. Exceptions that may be allowed include: prescription asthma medications administered with an inhaler pursuant to school district policy and procedures, medications administered as noted in a written agreement between the school district and parent or as specified in an Individualized Education Program (IEP), a plan developed under Section 504 of the Rehabilitation Act (§504 Plan), or an individual health plan (IHP). Marijuana is not allowed on school property even if prescribed. The school district is to be notified of any change in administration of a student's prescription medication.

### Pesticide Application Notice

The school district may plan to apply pesticide(s) on school property. To the extent the school district applies certain pesticides, the school district will provide a notice by September 15 as to the school district's plan to use these pesticides. A parent may request to be notified prior to the application of certain pesticides on days different from those specified in the notice. Additional information regarding what pesticides are used, an estimated schedule of pesticide applications (which will be available for review or copying at the school offices), and the long-term health effects of the class of pesticide on children can be requested by contacting the District Facilities Manager.

### Safety

The safety of students on campus and at school-related activities is a high priority of the district. While district-wide safety procedures are in place, student and parent cooperation is essential to ensuring school safety. Students are expected to adhere to safety guidelines set by teachers or program staff and comply with course safety protocols. More information about our safety protocols visit [isd709.org/about-us/safe-and-welcoming](https://isd709.org/about-us/safe-and-welcoming).

## Visitors in District Buildings

As stated in district Policy 903, parents/guardians and community members are welcome to visit the schools. To ensure the safety of those in the school and to avoid disruption to the learning environment, all visitors must report directly to the office upon entering the building, with the exception of events open to the public. All visitors will be required to sign in at the office and to wear a “visitors badge” while in the building during the school day. Visitors must have the approval of the principal before visiting a classroom during instructional time. An individual or group may be denied permission to visit a school or school property, or such permission may be revoked, if the visitor does not comply with school district procedures or if the visit is not in the best interests of the students, employee, or the school district.

Students are not allowed to bring visitors to school without prior permission from the principal.

## APPENDIX A

### School District Policy Cross Reference Table

*All district policies can be found online at [isd709.org/about-us/policies](http://isd709.org/about-us/policies)*

Topic	Policy Number(s)
Accidents	806
Alternative Educational Opportunities	5075
Attendance	503, 503R
Bullying Prohibited	514
Cell Phone	5090
Class Assignments	515
Complaints	103
Course Credits Required	604
Crisis Management	806
Discipline	506
Drug-Free School and Workplace	418
Emergency Contact Information	515
Employee Directory	4171
Employment Background Checks	404
Equal Access to School Facilities	801
Extended School Year	508
Field Trips	6160, 6160R
Fundraising	511, 511R
Gifts to Employees	1095
Graduation Requirements	5070
Harassment and Violence Prohibited	413
Hazing Prohibited	526
Health Information	420, 516, 516.5, 518, 530, 806
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Interviews of Students by Outside Agencies	519
Nondiscrimination	102, 401, 521, 522, 5110
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Parking on School District Property	5095
Pledge of Allegiance	531
Post-Secondary Enrollment Options	620
Schedule	602
School Activities	510
School Closing Procedures	806
School Calendar	602
Searches	506, 5095
Student Dress and Appearance	504, 504R
School Meals Policy	534
School Promotion and Retention	513
Student Publications and Materials	505, 512
Student Records	515
Student Surveys	520
Summer School	6195
Tobacco-Free Schools	419
Transportation of Public School Students	707, 3160, 710
Vandalism	806
Video and Audio Recording	711, 712
Visitors in School District Buildings	902, 903, <del>308</del> 3125R
Weapons Prohibited	501

**505 DISTRIBUTION OF NONSCHOOL-SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES**

**I. PURPOSE**

The purpose of this policy is to protect the exercise of students' and employees' free speech rights, taking into consideration the educational objectives and responsibilities of the school district.

**II. GENERAL STATEMENT OF POLICY**

- A. The school district recognizes that students and employees have the right to express themselves on school property. This protection includes the right to distribute, at a reasonable time and place and in a reasonable manner, nonschool-sponsored material.
- B. To protect First Amendment rights, while at the same time preserving the integrity of the educational objectives and responsibilities of the school district, the school board adopts the following regulations and procedures regarding distribution of nonschool-sponsored material on school property and at school activities.

**III. DEFINITIONS**

- A. "Distribute" or "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, or posting or displaying material, or placing material in internal staff or student mailboxes.
- B. "Nonschool-sponsored material" or "unofficial material" includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks and other publications funded and/or sponsored or authorized by the school. Examples of nonschool-sponsored materials include but are not limited to leaflets, brochures, buttons, badges, fliers, petitions, posters, and underground newspapers whether written by students or employees or others, and tangible objects.
- C. "Obscene to minors" means:
  - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
  - 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and
  - 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- D. "Minor" means any person under the age of eighteen (18).
- E. "Material and substantial disruption" of a normal school activity means:
  - 1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, "material and substantial disruption"

is defined as any disruption which interferes with or impedes the implementation of that program.

- 2. Where the normal school activity is voluntary in nature (including, but not limited to, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, specific facts must exist upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- F. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, and in-school lunch periods.
- G. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.

**IV. GUIDELINES**

- A. Students and employees of the school district have the right to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, nonschool-sponsored material.
- B. Requests for distribution of nonschool-sponsored material, other than union materials distributed by the Duluth Federation of Teachers, will be reviewed by the administration on a case-by-case basis. However, distribution of the materials listed below is always prohibited. Material is prohibited that:
  - 1. is obscene to minors;
  - 2. is libelous or slanderous;
  - 3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended.
  - 4. advertises or promotes any product or service not permitted to minors by law;
  - 5. advocates violence or other illegal conduct;
  - 6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);
  - 7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

- C. Distribution by students and employees of nonschool-sponsored materials on school district property are subject to reasonable time, place, and manner restrictions set forth below. In making decisions regarding the time, place, and manner of distribution, the administration will consider factors including, but not limited to, the following:
1. whether the material is educationally related;
  2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
  3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
  4. the quantity or size of materials to be distributed;
  5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;
  6. whether distribution would require that nonschool persons be present on the school grounds;
  7. whether the materials are a solicitation for goods or services not requested by the recipients.
- D. To the extent that the Duluth Federation of Teachers' Union distributes any political materials, the materials will be prepared in such a way that no political material is visible from the outside page(s) of any publication. The Union shall either seal, fold, or staple the materials so political information may not be seen or include any political material on an internal page so that it will not be visible. Political material shall be defined consistent with the provisions of Minnesota Statute 211B.01, subd. 2, which defines campaign material as "any literature, publication, or material that is disseminated for the purpose of influencing voting at a primary or other election..."

**V. TIME, PLACE, AND MANNER OF DISTRIBUTION**

- A. No nonschool-sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.
- B. Distribution of nonschool-sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the school, and school parking lots. Distribution shall not impede entrance to or exit from school premises in any way.
- C. No one shall coerce a student or staff member to accept any publication.
- D. All employees and students shall comply with the provisions of Minnesota Law regarding distribution of political materials in a polling place on Election Day.
- E. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

- F. The District will allow the Duluth Federation of Teacher's Union access to teacher mailboxes as a mechanism to communicate with its members. All distribution of material through the mailboxes will be done by Union members.
- G. For all employees including non-teacher members of the Duluth Federation of Teachers, any distribution of materials will be done outside of the normal paid workday. For teacher members, distribution may be done during non-assigned work time (e.g., lunch or preparation time) so long as any time spent is minimal. If the District has any concerns about the abuse of time by teacher members of the Duluth Federation of Teachers, it will notify the Union.

**VI. PROCEDURES**

- A. Any student or employee wishing to distribute (as defined in this policy) nonschool-sponsored material, other than union materials distributed by the Duluth Federation of Teachers, must first submit for approval a copy of the material to the principal at least 24 hours in advance of desired distribution time, together with the following information:
  1. Name and phone number of the person submitting the request and, if a student, the room number of his or her first-period class.
  2. Date(s) and time(s) of day intended display or distribution.
  3. Location where material will be displayed or distributed;
  4. If intended for students, the grade(s) of students to whom the display or distribution is intended.
- B. Within one school day, the principal will review the request and render a decision. In the event that permission to distribute the material is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.
- C. If the person submitting the request does not receive a response within one school day, the person shall contact the office to verify that the lack of response was not due to an inability to locate the person.
- D. If the person is dissatisfied with the decision of the principal, the person may submit a written request for appeal to the superintendent. If the person does not receive a response within three (3) school days (not counting Saturdays, Sundays and holidays) of submitting the appeal, the person shall contact the office of the superintendent to verify that the lack of response is not due to an inability to locate the person.
- E. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

**VII. DISCIPLINARY ACTION**

- A. Distribution by any student of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and disciplinary action will be taken in accordance with the School District's Student Discipline Policy.

# APPENDIX C

- B. Distribution by any employee of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place, and manner of distribution as described above will be halted and appropriate disciplinary action will be taken, in accordance with any individual contract, collective bargaining agreement, school district policies and procedures, and/or governing statute.
- C. Any other party violating this policy will be requested to leave the school property immediately and, if necessary, the police will be called.

## VIII. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES

A copy of this policy will be published in student handbooks annually and posted in school buildings.

## IX. IMPLEMENTATION

The School District administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the School Board for approval. Upon approval by the School Board, such guidelines and procedures shall be an addendum to this policy.

**Legal References:** U. S. Const., amend. I  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260 (1988)  
*Bethel Sch. Dist. No. 403 v. Fraser*, 478 U.S. 675 (1986)  
*Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503 (1969)  
*Bystrom v. Fridley High School*, 822 F.2d 747 (8<sup>th</sup> Cir. 1987)  
*Roark v. South Iron R-1 School Dist.*, 573 F.3d 556 (8<sup>th</sup> Cir. 2009)  
*Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist.*, 640 F.3d 329 (8<sup>th</sup> Cir. 2011), cert. denied 565 U.S. 1036 (2011)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)  
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)  
Settlement Agreement dated December 8, 1999 between ISD709 and the Duluth Federation of Teachers, Local 692

Adopted: 02-15-2000  
Reviewed: 08-15-2023

## 515 PROTECTION AND PRIVACY OF PUPIL RECORDS

### I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

### II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and Minnesota Rules parts 1205.0100-1205.2000.

### III. DEFINITIONS

#### A. Authorized Representative

"Authorized representative" means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

#### B. Biometric Record

"Biometric record," as referred to in "Personally Identifiable," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).

#### C. Dates of Attendance

"Dates of attendance," as referred to in "Directory Information," means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

#### D. Directory Information

1. Under federal law, "directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

a. a student's social security number;

b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such

records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;

c. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;

d. personally identifiable data which references religion, race, color, social position, or nationality; or

e. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

**[NOTE: Under the federal Family Educational Rights and Privacy Act (FERPA), the federal definition of "directory information" identifies the types of information that may be specifically referenced as directory information. The federal definition applies to information requests by military recruiting officers, as set out in Article XI below.]**

2. Under Minnesota law, a school district may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information."

**Minnesota law prohibits schools from designating student contact information as "directory information" despite the FERPA definition. Minnesota schools should comply with Minnesota law and should not include student contact information in their definition of "directory information."**

E. Education Records

1. What constitutes "education records." Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.

2. What does not constitute education records. The term "education records" does not include:

- a. Records of instructional personnel that are:
  - (1) kept in the sole possession of the maker of the record;
  - (2) used only as a personal memory aid;
  - (3) not accessible or revealed to any other individual except a temporary substitute teacher; and
  - (4) destroyed at the end of the school year.
- b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
  - (1) maintained separately from education records;
  - (2) maintained solely for law enforcement purposes; and

(3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which:

- (1) are made and maintained in the normal course of business;
- (2) relate exclusively to the individual in that individual's capacity as an employee; and
- (3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:

- (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
- (2) made, maintained, or used only in connection with the provision of treatment to the student; and
- (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student's education;
3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; or
4. Perform a task directly related to responding to a request for data.

J. Parent

"Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

"Responsible authority" means Executive Director of Business Services and Finance Simone Zunich.

N. Student

"Student" includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

P. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

**IV. GENERAL CLASSIFICATION**

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

**V. STATEMENT OF RIGHTS**

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations section 99.31(a).

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

consent shall not be deemed to have been given unless the statement is:

- a. in plain language;
- b. dated;
- c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
- d. specific as to the nature of the information the subject is authorizing to be disclosed;
- e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
- f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
- g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

**VI. DISCLOSURE OF EDUCATION RECORDS**

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
  - a. a specification of the records to be disclosed;
  - b. the purpose or purposes of the disclosure;
  - c. the party or class of parties to whom the disclosure may be made;
  - d. the consequences of giving informed consent; and
  - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
  - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
  - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
  - a. identifies and authenticates a particular person as the source of the electronic consent; and
  - b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
  - a. performs an institutional service or function for which the school district would otherwise use employees;
  - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
  - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the

disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code, section 7917, and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
  - a. determine eligibility for the aid;
  - b. determine the amount of the aid;
  - c. determine conditions for the aid; or
  - d. enforce the terms and conditions of the aid.

"Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;
6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
  - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
  - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose,

scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § United States Code, section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
  - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
  - b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;
19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the

information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.
 

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;
21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

23. When requested, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

**VII. RELEASE OF DIRECTORY INFORMATION**

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:

- a. Minnesota Statutes, section 13.32, subdivision 5; and
- b. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, section 99.37, which were in effect on January 3, 2012.

2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under this section.

3. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and

information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein.

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.

2. The school district shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:

- a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
- b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
- c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI.

4. A parent or eligible student may not opt out of the directory information disclosures to:

- a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
- b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;
2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and
5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school

year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

**VIII. DISCLOSURE OF PRIVATE RECORDS**

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

- a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
- b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
- c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
- d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
- e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school

district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

**IX. DISCLOSURE OF CONFIDENTIAL RECORDS**

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes Chapter 260E, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes Chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes Chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

- 1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
- 2. A complainant has access to a statement he or she provided to the school district.
- 3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes section 13.393.
- 4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
  - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to

renew the civil legal action;

- b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
- c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

**X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING**

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40, *et seq.*

**XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS**

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

- 1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;
- 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
- 3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority Executive Director of Business Services and Finance in writing by Oct. 1st each year. The written request must include the following information:

- 1. Name of student and parent, as appropriate;
- 2. Home address;

- 3. Student's grade level;
- 4. School presently attended by student;
- 5. Parent's legal relationship to student, if applicable;
- 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
- 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.

D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

**XII. LIMITS ON REDISCLOSURE**

A. Redisdisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisdisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

- a. The disclosures meet the requirements of Section VI. of this policy; and
- b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code, section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisdisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

**XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING**

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the

education records of the student, that indicates:

- a. the parties who have requested or received personally identifiable information from the education records of the student;
- b. the legitimate interests these parties had in requesting or obtaining the information; and
- c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:

- a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
- b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
- c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B) or an act of domestic or international terrorism.

4. The record of requests of disclosures may be inspected by:

- a. the parent of the student or the eligible student;
- b. the school official or his or her assistants who are responsible for the custody of the records; and
- c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

- a. the articulable and significant threat to the health or safety of a student or

other individual that formed the basis for the disclosure; and

b. the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

#### **XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS**

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.
3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
  - a. the cost of materials, including paper, used to provide the copies;
  - b. the cost of the labor required to prepare the copies;
  - c. any schedule of standard copying charges established by the school district in its normal course of operations;
  - d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and
  - e. mailing costs.
2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.
3. The cost of providing copies shall be borne by the parent or eligible student.
4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

#### **XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA**

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.
3. Any statement placed in the education records of the student under Subdivision B. of this section shall:
  - a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
  - b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes chapter 14 relating to contested cases.

**XVI. PROBLEMS ACCESSING DATA**

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices

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problems.

- B. Data practices compliance official means Executive Director of Business Services and Finance Simone Zunich.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

**XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA**

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

**XVIII. WAIVER**

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

**XIX. ANNUAL NOTIFICATION OF RIGHTS**

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

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6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

**XX. DESTRUCTION AND RETENTION OF RECORDS**

Destruction and retention of records by the school district shall be controlled by state and federal law.

**XXI. COPIES OF POLICY**

Copies of this policy may be obtained by parents and eligible students at the superintendent's office.

- Legal References:**
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
  - Minn. Stat. § 13.32, Subd. 5 (Directory Information)
  - Minn. Stat. § 13.393 (Attorneys)
  - Minn. Stat. Ch. 14 (Administrative Procedures Act)
  - Minn. Stat. § 120A.22 (Compulsory Instruction)
  - Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
  - Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
  - Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
  - Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
  - Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
  - Minn. Stat. Ch. 256L (MinnesotaCare)
  - Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
  - Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
  - Minn. Stat. § 363A.42 (Public Records; Accessibility)
  - Minn. Stat. § 480.40 (Personal Information, Dissemination)
  - Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
  - Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
  - 10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
  - 18 U.S.C. § 2331 (Definitions)
  - 18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
  - 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
  - 20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
  - 20 U.S.C. § 7908 (Armed Forces Recruiting Information)
  - 20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
  - 25 U.S.C. § 5304 (Definitions – Tribal Organization)
  - 26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
  - 42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
  - 42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
  - 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
  - 34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
  - 42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
  - Gonzaga University v. Doe*, 536 U.S. 273 309 (2002)
  - Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

**Cross References:**

- MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
- MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
- MSBA/MASA Model Policy 506 (Student Discipline)
- MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
- MSBA/MASA Model Policy 520 (Student Surveys)
- MSBA/MASA Model Policy 711 (Video Recording on School Buses)
- MSBA/MASA Model Policy 722 (Public Data Requests)
- MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
- MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

Replacing: Policy 5060  
 First Reading: 05.16.2023  
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# APPENDIX D

## 520 STUDENT SURVEYS

### I. PURPOSE

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

### II. GENERAL STATEMENT OF POLICY

Student surveys may be conducted as determined necessary by the school district. Surveys, analyses, and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 U.S.C. § 1232h.

### III. STUDENT SURVEYS IN GENERAL

- A. Student surveys will be conducted anonymously and in an indiscernible fashion. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. No requirement that the student return the survey shall exist, and no record of the student's returning a survey will be maintained.
- B. The superintendent may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.
- C. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality, and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student gives written permission for the student to participate or has the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent/guardian for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.
- D. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act), 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act) and 34 C.F.R. Part 99.
- E. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.

### IV. STUDENT SURVEYS CONDUCTED AS PART OF DEPARTMENT OF EDUCATION PROGRAM

- A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.
- B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent/guardian, to submit to a survey that reveals information concerning:
  1. political affiliations or beliefs of the student or the student's parent/guardian;
  2. mental and psychological problems of the student or the student's family;
  3. sex behavior or attitudes;
  4. illegal, antisocial, self-incriminating, or demeaning behavior;
  5. critical appraisals of other individuals with whom respondents have close family relationships;
  6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
  7. religious practices, affiliations, or beliefs of the student or the student's parent/guardian; or
  8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
- C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IV.A. and IV.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.
  1. The following policies are to be adopted in consultation with parents/guardians:
    - a. The right of a parent/guardian to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including procedures for granting a parent/guardian's request for reasonable access to such survey within a reasonable period of time after the request is received.

"Parent/guardian" means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.
    - b. Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains one or more of the items listed in Section IV.B., above, including the right of a parent/guardian of a student to inspect, on request, any such survey.
    - c. The right of a parent/guardian of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent/guardian for such access within a reasonable period of time after the request is received.

"Instructional material" means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.
    - d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq.*).

- e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.
  - (1) "Personal information" means individually identifiable information including a student or parent/guardian's first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.
  - (2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:
    - (a) college or other post-secondary education recruitment or military;
    - (b) book clubs, magazines, and programs providing access to low cost literary products;
    - (c) curriculum and instructional materials used by elementary and secondary schools;
    - (d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;
    - (e) the sale by students of products or services to raise funds for school-related or education-related activities; and
    - (f) student recognition programs.
  - (3) The right of a parent/guardian to inspect, on request, any instrument used in the collection of information, as described in Section IV.C.1., Subparagraph e., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent/guardian for reasonable access to such an instrument within a reasonable period of time after the request is received.
2. The policies adopted under Section IV.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents/guardians of students enrolled in or served by the school district.
  - a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.
  - b. The notice will provide parents/guardians with an opportunity to opt out of participation in the following activities:
    - (1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.
    - (2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section IV.B., above.
    - (3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.

"Invasive physical examination" means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.
  - c. The notice will advise students of the specific or approximate dates during the school year when the activities in Section IV.C.2., Subparagraph b., above, are scheduled, or expected to be scheduled.
  - d. The notice provisions shall not be construed to preempt applicable provisions of state law that require parental/guardian notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental/guardian notification.

### V. NOTICE

- A. The school district must give parents/guardians and students notice of this policy at the beginning of each school year and after making substantive changes to this policy.
- B. The school district must inform parents/guardians at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents/guardians reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents/guardians direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.
- C. The school district must give parents/guardians the opportunity to review the survey and to opt their students out of participating in the survey.

### Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 121A.065 (District Surveys to Collect Student Information; Parent Notice and Opportunity for Opting Out)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
20 U.S.C. § 1232h (Protection of Pupil Rights)  
34 C.F.R. § 99 (Family Educational Rights and Privacy Act Regulations)  
*Gonzaga University v. Doe*, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)  
*C.N. v. Ridgewood Bd. of Educ.*, 430 F.3d. 159 (3<sup>rd</sup> Cir. 2005)  
*Fields v. Palmdale School Dist.*, 427 F.3d. 1197 (9<sup>th</sup> Cir. 2005)

### Cross References:

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

Adopted: 01-19-2021 ISD 709

**506 STUDENT DISCIPLINE**

**I. PURPOSE**

The purpose of this policy is to ensure that students are aware of and comply with the school district’s expectations for student conduct. Such compliance will enhance the school district’s ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

**II. GENERAL STATEMENT OF POLICY**

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child’s dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student’s educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

**III. DEFINITIONS**

- A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).
- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

**IV. POLICY**

- A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.
- B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.
- C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.
- D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:
  - 1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;
  - 2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and
  - 3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

**V. AREAS OF RESPONSIBILITY**

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school

board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.

- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.
- I. Reasonable Force Reports
  1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
  2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).
  3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive

procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

**VI. STUDENT RIGHTS**

All students have the right to an education and the right to learn.

**VII. STUDENT RESPONSIBILITIES**

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state, and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

**VIII. CODE OF STUDENT CONDUCT**

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related

functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
2. The use of profanity or obscene language, or the possession of obscene materials;
3. Gambling, including, but not limited to, playing a game of chance for stakes;
4. Violation of the school district's Hazing Prohibition Policy;
5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
6. Violation of the school district's Student Attendance Policy;
7. Opposition to authority using physical force or violence;
8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;
22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous, or pornographic materials;
29. Violation of the school district's Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
31. Criminal activity;
32. Falsification of any records, documents, notes, or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other

electronic means;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

#### **IX. RECESS AND OTHER BREAKS**

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.

- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
  1. a student causes or is likely to cause serious physical harm to other students or staff;
  2. the student's parent or guardian specifically consents to the use of recess detention; or
  3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
- D. The school district must not withhold recess from a student based on incomplete schoolwork.
- E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
- F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.
- G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

#### **X. DISCIPLINARY ACTION OPTIONS**

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district code of conduct, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;

- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

**XI. REMOVAL OF STUDENTS FROM CLASS**

- A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

- 1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

- 2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
- 3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
- 4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

**C. Procedures for Removal of a Student From a Class.**

- 1. All students have a right to learn and teachers the right to teach. Disruption to the learning process may result in the loss of privilege to remain in the class.
  - A. Teacher will notify support staff of need for removal after preventative and responsive practices have been conducted.
  - B. Support staff will engage in restorative and/or disciplinary actions following the code of conduct.
- 2. Behaviors under the major category in the student handbook are documented in the Student Information System.

**D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)**

- 1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

**E. Responsibility for and Custody of a Student Removed from Class.**

- 1. Support staff will determine appropriate location away from the classroom setting.
- 2. The level of response will vary depending on the level of behavior as articulated in the Interventions and Disciplinary Actions section of the District Student Handbook
- 3. The support staff or administration will have responsibility of the student while receiving intervention unless responsibility has been turned over to the parent or guardian.

**F. Procedures for Return of a Student to a Specific Class from Which the Student was Removed.**

- 1. Procedures for re-entry to the classroom could contain but is not limited to

harm repair, conferencing, readmission plan as determined by support staff or administration with collaboration of the classroom teacher.

- G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;
  - 1. All behaviors categorized as major and unlawful as communicated through our Code of Conduct in the Student Handbook which result in disciplinary action require parent or guardian notification.
- H. Students with a Disability; Special Provisions.
  - 1. Administration and/or case managers will consider whether there is a need for further assessment;
  - 2. An IEP team will consider whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a student with a disability who is removed from class or disciplined; and
  - 3. Any determined appropriate services for referring students in need of additional or alternate special education services.
- I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.
  - 1. Pursuant to Minnesota Statutes section 121A.29 a teacher who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school administration.
- J. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.
  - 1. Teachers will follow the identified Positive Behavior Intervention and supports as identified by each site's PBIS team.

## **XII. DISMISSAL**

- A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion, and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 12A.425 is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.
- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the

following grounds:

- 1. Willful violation of any reasonable school board regulation, including those found in this policy;
  - 2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
  - 3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.
- C. Disciplinary Dismissals Prohibited
    - 1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:
      - a. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or
      - b. kindergarten through Grade 3.
    - 2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.
    - 3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.
  - D. Suspension Procedures
    - 1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
    - 2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.
    - 3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening

for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6<sup>th</sup>) consecutive day of suspension or the tenth (10<sup>th</sup>) cumulative day of suspension has elapsed.
6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.
7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the

evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
  - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
  - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
  - c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.
9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the

right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of the Minnesota Department of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

### **XIII. ADMISSION OR READMISSION PLAN**

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minnesota Statutes, section 120B.232, subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

**XIV. NOTIFICATION OF POLICY VIOLATIONS**

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a pupil, and each pupil withdrawal agreement within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the pupil and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the pupil's age, grade, gender, race, and special education status.

**XV. STUDENT DISCIPLINE RECORDS**

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

**XVI. STUDENTS WITH DISABILITIES**

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

**XVII. OPEN ENROLLED STUDENTS**

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes chapter 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a

**XVIII. DISCIPLINE COMPLAINT PROCEDURE**

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and
6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

**XIX. DISTRIBUTION OF POLICY**

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

**XX. REVIEW OF POLICY**

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)

# APPENDIX F

Minn. Stat. § 120B.232 (Character Development Education)  
 Minn. Stat. § 121A.26 (School Preassessment Teams)  
 Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)  
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
 Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)  
 Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
 Minn. Stat. §§ 121A.60 (Definitions)  
 Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)  
 Minn. Stat. § 122A.42 (General Control of Schools)  
 Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)  
 Minn. Stat. § 124D.03 (Enrollment Options Program)  
 Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)  
 Minn. Stat. Ch. 125A (Special Education and Special Programs)  
 Minn. Stat. § 152.22, Subd. 6 (Definitions)  
 Minn. Stat. § 152.23 (Limitations)  
 Minn. Stat. Ch. 260A (Truancy)  
 Minn. Stat. Ch. 260C (Juvenile Safety and Placement)  
 20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)  
 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)  
 34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

**Cross References:**

MSBA/MASA Model Policy 413 (Harassment and Violence)  
 MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)  
 MSBA/MASA Model Policy 501 (School Weapons)  
 MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)  
 MSBA/MASA Model Policy 503 (Student Attendance)  
 MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
 MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
 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 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)  
 MSBA/MASA Model Policy 610 (Field Trips)  
 MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
 MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
 MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Replacing: Policy 5085  
 First Reading: 11.21.23  
 Second Reading: 12.19.23  
 Adopted: 12.19.23

## 503 STUDENT ATTENDANCE

### I. PURPOSE

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

### II. GENERAL STATEMENT OF POLICY

#### A. Responsibilities

##### 1. Student's Responsibility

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

##### 2. Parent or Guardian's Responsibility

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

##### 3. Teacher's Responsibility

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

##### 4. Administrator's Responsibility

- a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.
- b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards

required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

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

1. Excused Absences

- a. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to any member of the board, a truant officer, a principal, or the superintendent. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.
- b. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school.
- c. The board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.
- d. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

- (1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:
  - (a) child illness, medical, dental, orthodontic, or counseling appointments; including appointments conducted through telehealth.;
  - (b) family emergencies;
  - (c) the death or serious illness or funeral of an immediate family member;
  - (d) active duty in any military branch of the United States;
  - (e) the child has a condition that requires ongoing treatment for a mental health diagnosis; or
  - (f) other exemptions included in this attendance policy:
    - (1) College campus visits
    - (2) Extreme weather conditions considered by the parent/guardian to be too dangerous for the student to attend school
    - (3) Driver's examination. The school requires documentation in order for this to be considered an excused absence.
    - (4) Prearranged personal or family vacations
    - (5) Non-school competitions or events, parent/guardian may request an excused absence for participation in a non-school sponsored athletic, dramatic or musical event. The request must be in writing in advance of

the first absence and arrangements will be made to complete missed schoolwork

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

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
- (2) Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.
- (3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency or placement in a partial hospitalization program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

- a. The following are examples of absences which will not be excused:
  - (1) Truancy. An absence by a student which was not approved by the parent and/or the school district.
  - (2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.
  - (3) Work at home.

- (4) Work at a business, except under a school-sponsored work release program.
- (5) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).
- (6) Any other absence not included under the attendance procedures set out in this policy:
  - (1) Working on school assignments or preparing for exams at home
  - (2) Personal or family vacation that is not pre-arranged with school administration
  - (3) Oversleeping or missing alarms
  - (4) Volunteer work not related to school programming
  - (5) Missed transportation as scheduled

b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
- (2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.
- (3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

- 1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.
- 2. Procedures for Reporting Tardiness
  - a. Students tardy at the start of school must report to the school office for an admission slip.
  - b. Tardiness between periods will be handled by the teacher.
- 3. Excused Tardiness  
Valid excuses for tardiness are:
  - a. Illness.
  - b. Serious illness in the student's immediate family.
  - c. A death or funeral in the student's immediate family or of a close friend or relative.
  - d. Medical, dental, orthodontic, or mental health treatment.

- e. Court appearances occasioned by family or personal action.
- f. Physical emergency conditions such as fire, flood, storm, etc.
- g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.
- 4. Unexcused Tardiness
  - a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.
  - b. Three unexcused tardies are equivalent to one unexcused absence.
- D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs
  - 1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
  - 2. School-initiated absences will be accepted and participation permitted.
  - 3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
  - 4. If a student is suspended from any class, he or she may not participate in any activity or program that day.
  - 5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

**III. RELIGIOUS OBSERVANCE ACCOMMODATION**

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

**IV. DISSEMINATION OF POLICY**

- 1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.
- 2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

**V. REQUIRED REPORTING**

A. Continuing Truant

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

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

**B. Reporting Responsibility**

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

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;
4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and
9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

**C. Habitual Truant**

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.
2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

**Legal References:** Minn. Stat. § 120A.05 (Definitions)  
Minn. Stat. § 120A.22 (Compulsory Instruction)

Minn. Stat. § 120A.24 (Reporting)  
Minn. Stat. § 120A.26 (Enforcement and Prosecution)  
Minn. Stat. § 120A.34 (Violations; Penalties)  
Minn. Stat. § 120A.35 (Absence from School for Religious Observance) Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 260A.02 (Definitions)  
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)  
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)  
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)  
*Goss v. Lopez*, 419 U.S. 565 (1975)  
*Slocum v. Holton Bd. of Educ.*, 429 N.W.2d 607 (Mich. App. Ct. 1988) *Campbell v. Bd. of Educ. of New Milford*, 475 A.2d 289 (Conn. 1984)  
*Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113*, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)  
*Gutierrez v. Sch. Dist. R-1*, 585 P.2d 935 (Co. Ct. App. 1978)  
*Knight v. Bd. of Educ.*, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)  
*Dorsey v. Bale*, 521 S.W.2d 76 (Ky. 1975)

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

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**514 BULLYING PROHIBITION POLICY**

**I. PURPOSE**

The purpose of this policy is to prohibit bullying behavior and assist the Duluth Public Schools in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

The District strives to provide safe, secure and respectful learning environments for all students in school buildings, on school grounds, school buses and at school-sponsored activities. A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships.

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student’s ability to learn and/or a teacher’s ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

**II. GENERAL STATEMENT OF POLICY**

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student’s act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student’s educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district’s policies and procedures, including the school district’s discipline policy. The school district may take into account the following factors:
  - 1. The developmental ages and maturity levels of the parties involved;
  - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
  - 3. Past incidences or past or continuing patterns of behavior;
  - 4. The relationship between the parties involved; and
  - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

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

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

**III. DEFINITIONS**

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the conduct and the conduct is repeated or forms a pattern; or
2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means; but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
  2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
  3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic as defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "On Duluth Public Schools property or at school-related functions or on school transportation" means all district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for Duluth Public Schools District purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. District property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the District does not represent that it will provide supervision or assume liability at these locations and events.

- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of the student who is the target of the prohibited conduct.
- H. "Student" means a student enrolled in Duluth Public Schools.
- I. "District employee" includes school board members, administrators, educators, aides, school counselors, social workers, psychologists, other school mental health professionals, nurses and other school-based/linked medical providers/health professionals, cafeteria workers, custodians, bus drivers, athletic coaches, extracurricular activities advisors, paraprofessionals, school employees, agents or persons subject to the supervision and control of the district and its students.
- J. "Malicious and sadistic conduct" means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.

#### IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The District has made available to the reporting party or complainant the use of a report form. Contact the principal, or Duluth Public Schools Website at [isd709.org/families/bullying-harassment](http://isd709.org/families/bullying-harassment) to access bullying report forms. Oral reports shall be considered complaints as well.
- C. The building principal or designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying at the building level. Any person may report bullying or other prohibited conduct directly to the school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made directly with the assistant superintendent or superintendent of the District. Please see our Parent & Student Handbook or Duluth Public Schools Website at [isd709.org](http://isd709.org) for principal and Duluth Public Schools contact information.

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 the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be

responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A district employee, volunteer, or contractor shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. District employees who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.
- G. 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 Duluth Public Schools' obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

## V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law. When investigating a complaint, the building report taker may take into account the following factors:
  - The developmental ages and maturity levels of the parties involved.
  - The potential for culturally misinterpreting behavior.
  - The levels of harm, surrounding circumstances, and nature of the behavior.
  - Past incidences or past or continuing patterns of behavior.
  - The relationship between the parties involved.

- The context in which the alleged incidents occurred.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct 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 conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.
  - For the student harmed: Protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Support may include: safety planning, student conference(s), referral to student support staff for one-to-one support or social skills training; check-in and/or check-out with a trusted adult in the school; and choice to participate in a restorative process - facilitated by a trained facilitator. When an incident includes documentation through an office discipline referral, information regarding the student harmed will be included on the referral.
  - For the student who violated the prohibited conduct policy: Schools may use multi-tiered levels of response that are individualized, consistent, reasonable, fair, and age-appropriate and should match the severity of the student's behavior and their developmental age. The response must be a natural and logical match to the prohibited behavior; consequences must be paired with meaningful instruction and guidance; and must be carefully planned with well-defined outcomes. Responses may include but are not limited to:
    - Safety planning
    - Student conference(s)
    - Working with parents of involved students
    - Teaching/reteaching of desired skills or behavior
    - Reinforcing desired skills or behaviors
    - School disciplinary action (detention, suspension, etc.)
    - Connecting students/families to school, district, community resources
    - Consideration of a restorative process if all parties are prepared and willing

- E. 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 parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the District shall, when determined appropriate by the child's individualized education program (IEP) team 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 bullying or other prohibited conduct.
- G. Any party who is not satisfied with the outcome of the investigation may appeal to the district's Office of the Assistant Superintendent within 10 school days of notification of the principal/designee's decision. The assistant superintendent or designee will conduct a review of the appeal and, within 10 school days of receipt of the appeal, will affirm, reverse or modify the findings of the report. The assistant superintendent or designee shall notify the party requesting the appeal and the principal that its decision is final and shall document that notification with the appeal.
- H. When it is determined that a district employee was aware prohibited conduct was taking place but failed to report it, the employee will be considered to have violated this policy. The employee's supervisor shall consider employee discipline for such violations, making reference to any applicable collective bargaining agreement. Remedies for offending contractors should be imposed according to their Duluth Public Schools contracts.

**VI. RETALIATION OR REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. 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 prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

**VII. RECORDS**

Information gained when investigating and remediating reports of bullying will be recorded and kept by the building principal or designee. Information regarding the

number of reports of bullying and the action taken to resolve the reports will be provided to the Duluth Public Schools climate coordinator by the building principal or designee annually.

Affected students and their parents may have rights under state and federal data practices laws to obtain access to data related to an incident and to contest the accuracy or completeness of the data.

**VIII. TRAINING AND EDUCATION**

- A. The school district shall discuss this policy with district employees, volunteers, and contractors, and provide appropriate training and professional development to district employees regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed district employees must receive the training within the first year of their employment with the district or school. The district or a school administrator may accelerate the training cycle or provide additional training based on particular needs or circumstances. This policy shall be included in employee handbooks, training materials, and/or publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with Minnesota Statutes Section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. The content of such professional development shall include, but not be limited to:
  1. Developmentally appropriate strategies to prevent incidents of bullying and to intervene immediately and effectively to stop them in a manner that does not stigmatize the victim.
  2. Information about the complex interaction and power differential that can take place between and among an actor, target and witness to the bullying.
  3. Research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk and any specific interventions that may be particularly effective for addressing bullying behavior related to bias.
  4. Recognizing, responding to and reporting bullying.
  5. Information about the incidence and nature of cyberbullying.
  6. Information about Internet safety issues as they relate to cyberbullying.
  7. Student-staff relationships and initial responses to students making a report.
  8. A review of the district's reporting requirements related to bullying and cyberbullying.

- C. Student Education - Each school shall incorporate into the school curriculum developmentally appropriate programmatic instruction to help students identify, prevent and reduce bullying and create a safe learning environment, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
2. Partner with parents and other community members to develop and implement prevention and intervention programs;
3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
5. Teach students to advocate for themselves and others;
6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

- F. The school district may implement violence prevention and character development education programs to prevent or 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, and resourcefulness.

- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.
- H. The school district will work with the Minnesota Department of Education Technical Assistance Center and provide resources for instruction and topics including but not limited to: evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct to engage all students in creating a safe and supportive school environment.

**IX. NOTICE**

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

**IX. POLICY REVIEW**

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes section 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
 Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)  
 Minn. Stat. § 120B.232 (Character Development Education)  
 Minn. Stat. § 121A.03 (Model Policy)  
 Minn. Stat. § 121A.031 (School Student Bullying Policy)

# APPENDIX H

Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)  
Minn. Stat. Ch. 124E (Charter Schools)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)  
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Malicious and sadistic conduct involving race, gender, religion, sexual harassment, sexual orientation, and sexual exploitation is prohibited under Minnesota Statutes, chapter 121A.0312

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
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 423 (Employee-Student Relationships)  
MSBA/MASA Model Policy 501 (School Weapons Policy)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 507 (Corporal Punishment)  
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 Policy)  
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 529 (Staff Notification of Violent Behavior by Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Replacing: Policy 5084  
First Reading: 07.18.2017  
**Adopted: 08.22.2017 ISD709**  
First Reading: 05.16.2023  
Second Reading: 06.20.2023  
Adopted: 06.20.2023

## 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 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

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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.

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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:

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- 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](mailto:theresa.severance@isd709.org) as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.  
  
Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

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

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

**V. INVESTIGATION**

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

**VI. SCHOOL DISTRICT ACTION**

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

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

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

**VII. RETALIATION OR REPRISAL**

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

**VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

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

**IX. HARASSMENT OR VIOLENCE AS ABUSE**

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

**X. DISSEMINATION OF POLICY AND TRAINING**

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

# APPENDIX I

## 526 HAZING PROHIBITION

### I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

### II. GENERAL STATEMENT OF POLICY

- A. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.
- E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.
- F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing 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, tolerate, or are a party to prohibited acts of hazing 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 hazing or engage in an act of reprisal or intentional false reporting of hazing may result in disciplinary action up to and including termination or discharge.  
  
Consequences for other individuals engaging in prohibited acts of hazing may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.
- G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.
- H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.
- I. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

### III. DEFINITIONS

- A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:
  - 1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.
  - 2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
  - 3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
  - 4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
  - 5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.
- B. "Immediately" means as soon as possible but in no event longer than 24 hours.
- C. "On school premises or school district property, or at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- D. "Remedial response" means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.
- E. "Student" means a student enrolled in a public school or a charter school.
- F. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

### IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report hazing 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 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.

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of hazing at the building level. Any adult school district personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing 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.

- 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  
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**04-19-2016 ISD 709 (Renumbering only)**

First Reading: 07-19-2016  
Second Reading: 08-16-2016  
First Reading: 04-15-2025  
Second Reading: 05-13-2025  
Adopted: 05-20-2025

# APPENDIX J

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.

- C. A teacher, administrator, volunteer, contractor, and other school employees shall be particularly alert to possible situations, circumstances, or events which might include hazing. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct which may constitute hazing shall make reasonable efforts to address and resolve the hazing and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute hazing or who fail to make reasonable efforts to address and resolve the hazing in a timely manner may be subject to disciplinary action.
- D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of hazing and the record of any resulting investigation.
- F. 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.

## V. SCHOOL DISTRICT ACTION

- A. Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students or others pending completion of an investigation of alleged hazing prohibited by this policy.
- C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines hazing has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, restorative practices, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable school district policies and regulations.
- E. 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 parent(s) or guardian(s) of students who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or to respond to hazing 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) team 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 hazing.

## VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged hazing, who provides information about hazing, who testifies, assists, or participates in an investigation of alleged hazing, or who testifies, assists, or participates in a proceeding or hearing relating to such hazing. 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 prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct.

## VII. DISSEMINATION OF POLICY

- A. This policy shall appear in each school's student handbook and in each school's building and staff handbooks.
- B. The school district will develop a method of discussing this policy with students and employees.

**Legal References:** Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents Under the Safe and Supportive Minnesota Schools Act)  
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students and Staff])

Replacing: Policy 5083  
First Reading: 01-18-2022  
Second Reading: 02-15-2022  
Adopted: 02-15-2022

## 419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION

### I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

### II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

### III. DEFINITIONS

- A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to,

cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

- D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.
- F. "Vaping" means using an activated electronic delivery device or heated tobacco product."

**IV. EXCEPTIONS**

- A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An American Indian student may carry medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.
- C. An American Indian student or staff member may use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for conducting smudging is determined by the building or site administrator. Smudging must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator.

**V. VAPING PREVENTION INSTRUCTION**

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.
- B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

**VI. ENFORCEMENT**

- A. All individuals on school premises shall adhere to this policy.

- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

**VII. DISSEMINATION OF POLICY**

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

**Legal References:** Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)  
Minn. Stat. § 121A.08 (Smudging Permitted)  
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)  
Minn. Stat. § 609.685 (Sale of Tobacco to Children)  
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)  
Duluth Public Schools 419R Smudging and Pipe Ceremonies Regulation

Replacing: Policy 1140  
First Reading: 04.26.2022  
Adopted: 05.17.2022  
Reviewed: 09.19.2023  
Reviewed: 10.15.2024

**534 SCHOOL MEALS POLICY**

**I. PURPOSE**

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district’s nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for a la carte items or second meals as well as to maintain the financial integrity of the school nutrition program.

**II. PAYMENT OF MEALS**

- A. Payment for second meals or ala carte items is expected at the time the meal is served. Parents have three options to put money in their child’s lunch account:
  - 1. Online payments
  - 2. Check sent to the child’s school or Administrative offices
  - 3. Cash sent to the child’s school or Administrative offices

If the school district participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage below the federal percentage determined for all meals to be reimbursed at the free rate via the Community Eligibility Provision must participate in the free school meals program.

- B. A school that participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage at or above the federal percentage determined for all meals to be reimbursed at the free rate must participate in the federal Community Eligibility Provision in order to participate in the free school meals program.

Families may apply for free/reduced-price meal benefits anytime during the school year. Meal applications are distributed to all families in the district prior to the student’s first day of classes. In addition, applications are available on the school district website or available to be mailed via USPS if requested.

- C. Each school that participates in the free school meals program must:
  - (1) participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and
  - (2) provide to all students at no cost up to two federally reimbursable meals per school day, with a maximum of one free breakfast and one free lunch.
- D. Once a meal has been placed on a student’s tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.
- E. When a student has a negative account balance, the student will not be allowed to charge a second meal or ala carte items.
- F. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students’ accounts.

**III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION**

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.
- B. Families will be notified of an outstanding negative balance once the negative balance reaches \$10.00. Families will be notified by monthly billings sent home.
- C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program.

**IV. UNPAID MEAL CHARGES**

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free or reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of more than \$50.00, not paid prior to the end of August, before new school year starts, will be turned over to accounts payable in the business services department for collection. In accordance with other outstanding debts owed to the school district, after attempts to collect are unsuccessful, the debts are turned over to the credit agency for collection.
- D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- E. The school district will not impose any other restriction prohibited under Minnesota Statutes, section 123B.37 due to unpaid student meal balances. The school district will not limit a student’s participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

**V. COMMUNICATION OF POLICY**

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
  - 1. all households at or before the start of each school year;
  - 2. students and families who transfer into the school district, at the time of enrollment; and
  - 3. all school district personnel who are responsible for enforcing this policy.
- B. The school district will post this policy on the school district’s website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.

# APPENDIX L

**Legal References:** Minn. Stat. § 123B.37 (Prohibited Fees)  
Minn. Stat. § 124D.111 (School Meals Policies; Lunch Aid; Food Service Accounting)  
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)  
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)  
7 C.F.R. § 220.8 (School Breakfast Program Regulations)  
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)  
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)  
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

**Cross References:** None

New Policy: 534  
First Reading: 07-18-2017  
Adopted: 08-22-2017  
First Reading: 11-15-2022  
Second Reading: 12-20-2022  
Adopted: 12-20-2022  
Reviewed: 11-21-2023

## 504 STUDENT DRESS AND APPEARANCE

### I. PURPOSE

The purpose of this policy is to enhance the education of students by establishing expectations of dress and grooming that are related to educational goals and community standards.

### II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).
- B. Appropriate clothing includes, but is not limited to, the following:
1. Clothing appropriate for the weather.
  2. Clothing that does not create a health or safety hazard.
  3. Clothing appropriate for the activity (i.e., physical education or the classroom).
- C. Inappropriate clothing includes, but is not limited to, the following:
1. Clothing bearing a message that is lewd, vulgar, or obscene.
  2. Apparel promoting products or activities that are illegal for use by minors.
  3. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in MSBA/MASA Model Policy 413.
  4. Any apparel or footwear that would damage school property.
- D. Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.
- E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, or do not advocate violence or harassment against others.
- F. "Gang," as defined in this policy, means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. "Pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

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### III. PROCEDURES

- A. When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified.

Students who are in violation of the dress code will be asked to change clothes, cover up existing clothing if possible or go home to change so that they meet dress code. In the event a student must go home and change, the parent will be contacted. The student must sign in and out at the Attendance Office.

- B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.
- C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

**Legal References:** U. S. Const., amend. I  
*Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503 (1969)  
*B.W.A. v. Farmington R-7 Sch. Dist.*, 554 F.3d 734 (8<sup>th</sup> Cir. 2009)  
*Lowry v. Watson Chapel Sch. Dist.*, 540 F.3d 752 (8<sup>th</sup> Cir. 2008)  
*Stephenson v. Davenport Cmty. Sch. Dist.*, 110 F.3d 1303 (8<sup>th</sup> Cir. 1997)  
*B.H. ex rel. Hawk v. Easton Area School Dist.*, 725 F.3d 293 (3<sup>rd</sup> Cir. 2013)  
*D.B. ex rel. Brogdon v. Lafon*, 217 Fed.Appx. 518 (6<sup>th</sup> Cir. 2007)  
*Hardwick v. Heyward*, 711 F.3d 426 (4<sup>th</sup> Cir. 2013)  
*Madrid v. Anthony*, 510 F.Supp.2d 425 (S.D. Tex. 2007)  
*McIntire v. Bethel School, Indep. Sch. Dist. No. 3*, 804 F.Supp. 1415 (W.D. Okla. 1992)  
*Hicks v. Halifax County Bd. of Educ.*, 93 F.Supp.2d 649 (E.D. N.C. 1999)  
*Olesen v. Bd. of Educ. of Sch. Dist. No. 228*, 676 F.Supp. 820 (N.D. Ill. 1987)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 525 (Violence Prevention)

Replacing: Policy 5100  
First Reading: 06.20.2023  
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Adopted: 07.18.2023  
Reviewed: 02.25.2025

### 504R STUDENT DRESS AND APPEARANCE

#### Statement

The staff, students, parents, and the Duluth Public Schools community recognized the importance and necessity for students' attire to be respectful and appropriate for school. To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently and in a manner that does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size. Duluth Public Schools expects that all students will dress in a way that is appropriate for the school day or for any school sponsored event. Student dress choices should respect the District's intent to sustain a community that is inclusive of a diverse range of identities.

The primary responsibility for a student's attire resides with the student and their parent(s) or guardian(s). The school district supports student attire that reflects their personal style and identity; that fosters a welcoming, safe, and respectful environment for all students, and the dress code celebrates and embraces the diversity and inclusion of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, or body type/size as long as it doesn't interfere with the health, safety, and educational opportunities for students. Any restrictions to the way a student dresses must be necessary to support the overall educational goals of the school and must be explained within this dress code.

Our values are:

- All students should be able to dress comfortably for school and engage in the educational environment without fear of or actual unnecessary discipline or body shaming.
- All students and staff should understand that they are responsible for managing their own personal "distractions" without regulating individual students' clothing/self-expression.
- Student dress code should support school attendance and engagement.
- Dress code violations should be addressed using student/body-positive language to explain the code.
- Teachers should focus on teaching and students focus on learning without the distraction and often uncomfortable burden of addressing dress code violations.
- Reasons for conflict and inconsistent and/or inequitable discipline should be minimized whenever possible.

Basic Principle: Certain body parts must be covered for all students at all times. Clothing must be appropriate for the activity (PE, Outside, Classroom, etc.)

#### 1. Student Must Wear:

- A Shirt AND
- Pants/jeans or the equivalent (for example, a skirt, sweatpants, leggings, a dress or shorts) AND
- Weather & activity appropriate garments and shoes (coats, boots, mittens, tennis shoes, etc.)
- Activity appropriate clothing for Physical Education classes
  - Swimming:
    - A well fitting swimsuit is required
    - A swim cap should be worn at all times when in the pool
    - Students may choose to wear a rash guard (swim shirt)
  - Gymnasium and weight rooms:



- Shorts and t-shirts are required
- Clean athletic shoes

2. Student May Wear:

- Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.
- Note: Staff may direct students to remove headwear that causes a disturbance or problems which interrupt an event, activity, or process to the learning environment.

3. Students Cannot Wear:

- Any clothing that reveals visible undergarments (visible waistbands and visible straps are allowed).
- Bulky jackets/coats intended for outside wear and must be kept in the student’s locker during regular school hours.
- Clothing that includes words or pictures that are obscene, vulgar, sexually explicit, convey sexual innuendo, abuse or discrimination, or which promote or advertise alcohol, chemicals, tobacco or any other product that is illegal for use by minors and illegal on school property, will not be allowed.
- Objectionable emblems, badges, symbols (including confederate flags & swastika’s), derogatory mascots, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to any group, evidences of gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals is not allowed.

Students who are in violation of the dress code will be asked to change clothes, cover up existing clothing if possible or go home to change so that they meet dress code. In the event a student must go home and change, the parent will be contacted. The student must sign in and out at the Attendance Office.

References: 514 Bullying Prevention  
 521 Student Disability Nondiscrimination  
 522 Title IX Sex Nondiscrimination Policy  
 541 Gender Inclusion  
 526 Hazing  
 413 Prohibiting Harassment and Violence  
 Duluth Public Schools Code of Conduct

Adopted: 06-15-2023  
 Reviewed: 02-11-2025

## Statewide Assessments:

### Parent/Guardian Participation Guide and Refusal Information

Your student’s participation in statewide assessments is important as it allows your school and district to ensure all students have access to a high-quality education. In the past, students with disabilities and English learners were often excluded from statewide assessments. By requiring that all students take statewide assessments, schools and teachers have more information to see how all students are doing. This helps schools to continuously improve the education they provide and to identify groups, grades, or subjects that may need additional support.

#### Assessments Connect to Standards

Statewide assessments are based on the [Minnesota Academic Standards](#) or the [WIDA English Language Development Standards](#). These standards define the knowledge and skills students should be learning in K–12 districts and charter schools. Minnesota prioritizes high-quality education and statewide assessments give educators and leaders an opportunity to evaluate student and school success.

**Minnesota Comprehensive Assessments (MCA)**  
 MCA and the alternate assessments (Minnesota Test of Academic Skills (MTAS)/Alternate MCA) are the annual assessments in reading, mathematics and science that measure a snapshot of student learning of the Minnesota K–12 Academic Standards.

**ACCESS and WIDA Alternate ACCESS for English Learners**  
 The ACCESS and WIDA Alternate ACCESS are the annual assessments for English learners that provide information about their progress in learning academic English, based on the WIDA English Language Development Standards.

#### Statewide Assessments Help Families and Students

Participating in statewide assessments helps families see a snapshot of their student’s learning so they can advocate for their success in school. High school students can use MCA results:

- For Postsecondary Enrollment Options (PSEO) in grade 10.
- For course placement at a Minnesota State college or university. If students receive a college-ready score, they may not need to take a remedial, noncredit course for that subject.

English learners who take the ACCESS or WIDA Alternate ACCESS and meet certain requirements, have the opportunity to exit from English learner programs.

#### Taking Statewide Assessments Helps Your Student’s School

Statewide assessments provide information to your school and district about how all students are engaging with the content they learn in school. This information helps:

- Educators evaluate their instructional materials.
- Schools and districts identify inequities between groups, explore root causes and implement supports.
- School and district leaders make decisions on how to use money and resources to support all students.

#### Student Participation in Statewide Assessments

Student participation in state and locally required assessments is a parent/guardian choice. If you choose to have your student not participate in a statewide assessment, please provide a reason for your decision on the form below. Contact your student’s school to learn more about locally required assessments.

## Consequences of Not Participating in Statewide Assessments

- The student will not receive an individual score. For ACCESS and WIDA Alternate ACCESS, the student would not have the opportunity to exit their English learner program.
- School and district assessment results will be incomplete, making it more difficult to have an accurate picture of student learning.
- Since all eligible students are included in some calculations even when they do not participate, school and district accountability results are impacted. This may affect the school's ability to be identified for support or recognized for success.

Explore the [Statewide Testing page](#) for more information.

Check with your local school or district to see if there are any additional consequences for not participating.

(education.mn.gov > Students and Families > Programs and Initiatives > Statewide Testing)

### Additional Information

- On average, students spend less than 1% of instructional time taking statewide assessments each year.
- Minnesota statutes limit the total amount of time students can spend taking other district- or school-wide assessments to 11 hours or less each school year, depending on the grade.
- School districts and charter schools are required to publish an assessment calendar on their website by the beginning of each school year. Refer to your district or charter school's website for more information on assessments.

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## Statewide Assessment: Parent/Guardian Decision Not to Participate

By completing this form, you are acknowledging that your student will not participate in statewide assessments and will not receive individual assessment results.

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Current Grade in School: \_\_\_\_\_ Student ID Number (if known): \_\_\_\_\_

School: \_\_\_\_\_ District: \_\_\_\_\_

Parent/Guardian Name (print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Reason for Refusal: \_\_\_\_\_

**Please indicate the statewide assessment(s) you are opting your student out of this school year:**

MCA/MTAS Reading

MCA/Alternate MCA Science

MCA/MTAS Mathematics

ACCESS/WIDA Alternate ACCESS

Contact your school or district for more information on how to opt out of local assessments.

(Note: This form is only applicable for the 20\_\_\_\_ to 20\_\_\_\_ school year.)

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# 2025-2026 Student Handbook Changes

## Administration Team

- Updates to position titles and those hired.

## Part I - Information

- Communications
  - Everything in this section starting on page 10 was added.
- E-learning plan
  - Removed: Gives 6-12th grade students the opportunity to practice the kind of online learning that is increasingly part of college and the workplace.
  - Added: Parents/guardians must notify their child's school that they will be absent that day.
- School-Sponsored Student Publication was changed to "School-Sponsored Media"
  - Added:
    - is obscene to minors;
    - is defamatory;
    - is profane, harassing, threatening, or intimidating;
    - constitutes an unwarranted invasion of privacy;
    - violates federal or state law;
    - causes a material and substantial disruption of school activities;
    - is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
    - advertises or promotes any product or service not permitted for minors by law;
    - expresses or advocates sexual, racial, or religious harassment or violence or prejudice; or
    - is distributed or displayed in violation of time, place, and manner regulations.

## Part II - Academics

- Cheating and Plagiarism was changed to "Academic Dishonesty"
  - Changed "will" to "may be given"
- Homework changed to "Classwork and/or Homework"
  - Removed: Homework assignments are made by the teachers.
  - Added: Classwork and/or homework assignments vary by grade-level.
  - Added: Questions about student homework should be directed to classroom teachers.
- Immersion Language Programs
  - Removed: Lowell Elementary School as contact.

- Added: the Immersion Coordinator for the specific language program. Please see the Misaabekong Immersion website: <https://www.isd709.org/academics/k-12-curriculum-and-instruction/misaabekong> or the Nueva Vision Language Immersion website: <https://www.isd709.org/academics/k-12-curriculum-and-instruction/nueva-vision>.
- Extended School Year Opportunities
  - Removed: is the subject of an IEP
  - Added: qualifies through an IEP
- Field Trips
  - Removed: Field trips may be offered to supplement student learning in which students voluntarily participate and, if so, students who participate may be charged.
  - Added: Supplemental field trips are voluntary and there may be a fee for students to participate.
- Middle School Report Card
  - Added: The middle school follows a 7-period schedule with a modified block schedule 2 days per week.
  - Removed: A full schedule (100 % enrolled) is 6 classes with What I Need (WIN) Advisory, per semester.
  - Added: Skills for Success and Computer classes
- High School Report Card
  - Removed: Final semester grades are calculated as follows: quarter A grade (43%) plus quarter B grade (43%) plus final exam (14%) = Final Semester Grade.
  - Removed: A full schedule is 6 credit bearing courses with a mandatory What I Need (WIN) Advisory.
  - Removed: Students who participate in advanced coursework such as Honors, AP, PSEO, CITS, or other rigorous opportunities may have different grading guidelines as a result of the course requirements.
  - Added: A full schedule for grades 9-11 is six credit bearing courses per semester, for grade 12 is five credit bearing courses
- Postsecondary Enrollment Options (PSEO):
  - This section was completely updated.
- Summer School
  - This section was completely updated

### **Part III - Rules and Discipline**

- Internet Acceptable Use was updated to “Internet, Technology, Cell Phone Acceptable Use” to align with the new policy
- Level 4-Unlawful was changed to Level 4-Critical Incident.
  - The definition was updated to: Poses a significant threat to the safety and well-being of self or others, results in serious harm or chronic. Require immediate intervention and may involve law enforcement.

- Originally said: Unlawfully violates the rights of others. Puts self or others at risk, or are chronic.

#### **Part IV - Health and Safety**

- Crisis Management was updated to change “Crisis Management Policy” to Emergency Operations Plan” and remove all mentions of ALICE.
- Emergency Contact Information
  - Added: Please note that students can only be released to a listed Emergency Contact in the case of a reunification. For more information please see “Reunification” on the Safe & Welcoming web page: [isd709.org/about-us/safe-and-welcoming](http://isd709.org/about-us/safe-and-welcoming).
- First Aid
  - Added: The district has naloxone (Narcan® ) in each building in case of an opioid overdose. Locations of naloxone are known by trained staff. Tampering with naloxone is prohibited and may result in discipline.
- Head Lice
  - Added: Visit [isd709.org/families/health-services](http://isd709.org/families/health-services) for more information about head lice.
- Safety
  - Removed: Duluth Public Schools has adopted and implemented ALICE district-wide and is an official ALICE district. More information about ALICE and how we prepare students visit [isd709.org/about-us/safe-and-welcoming](http://isd709.org/about-us/safe-and-welcoming)..
  - Added: Students are expected to adhere to safety guidelines set by teachers or program staff and comply with course safety protocols.

#### **APPENDIX**

- Updated policies in the back: 515, 503, 413, 419, 504, 504R

## **COW Agenda Cover Sheet**

**Meeting Date:** June 12, 2025

**Topic:** Yearly Communications Update

**Presenter(s):** Adelle Wellens

**Attachment:** Communication Update Presentation

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

A yearly update on what the communications department does, analytics for social media and website, enrollment campaign update, positive vs negative news stories, ParentSquare usage, etc.

**This Requires School Board Approval :** No

# **Communications Year in Review**

By Adelle Wellens

## 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

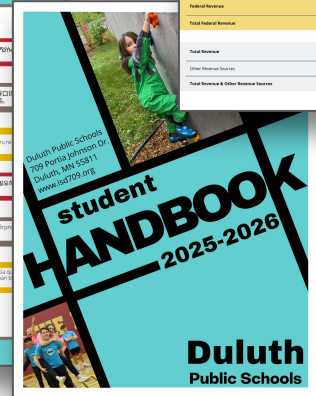


Providing a welcoming and accessible environment where everyone feels safe, seen and heard.



# 2025 Projects

- Emergency Operations Plan
- Language Access Plan
- Crisis Communications Handbook
- I Love U Guys Communications
- Budget Communications
- Enrollment Campaign/Enrollment Center
- Student Handbook (Yearly)
- Unity In Our Community (Yearly)
- Back to School Webpage (Yearly)
- BoostMySchool Pilot
- Attendance Campaign
- Gold Star Goldfine Awards (Yearly)
- Duluth Promise Launch
- Capitol Days (Yearly)
- EduClimber Champion Training
- Bloodborne Pathogens One Sheet
- Head Lice One Sheet



Category	Current Year FY2024 Revenue	Annual Budget	% of Budget
Local Revenue	\$1,000,000	\$1,000,000	100%
Property Tax Levies	\$1	\$5,000,000	0.00%
Administration and Student Activity Revenues	\$100,000	\$200,000	50%
Other Local Revenues	\$1,000,000	\$1,000,000	100%
<b>Total Local Revenue</b>	<b>\$2,000,000</b>	<b>\$6,000,000</b>	<b>33.3%</b>

Category	Current Year FY2024 Revenue	Annual Budget	% of Budget
State Revenue	\$91,022,828	\$138,000,000	65.9%
Federal Revenue	\$8,550,950	\$133,000,000	6.3%
<b>Total Federal Revenue</b>	<b>\$99,573,778</b>	<b>\$271,000,000</b>	<b>36.6%</b>
<b>Total Revenue</b>	<b>\$101,573,778</b>	<b>\$337,000,000</b>	<b>30.1%</b>
<b>Other Revenue Sources</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>0.3%</b>
<b>Total Revenue &amp; Other Revenue Sources</b>	<b>\$102,573,778</b>	<b>\$338,000,000</b>	<b>30.3%</b>

# Positive PR Ruled the Year

**POSITIVE**  
**139**

**NEGATIVE**  
**47**

**NEUTRAL**  
**63**


**SPORTS**  
**186**

**NORTHERN NEWS NOW**

News, Watch Live, Listen Video, Weather, Northern News, Home, 2025 Watch, Northern Life, Sports, More

5 Weather Alerts in Effect

### Duluth Public Schools' graduation rates are on the rise



Just over 79% of all students in the 2024 graduating class earned their diploma, which is about a 4% increase from 2023.


By **Sophia Linder**  
Published May 8, 2025 at 7:01 PM CDT

DULUTH, Minn. (Northern News Now) - With graduation fast approaching, Duluth Public Schools have received their report card.

NEWS LOCAL

### Duluth district uncertain after US Department of Education layoffs

The agency announced a nearly 50% reduction in staff as part of its "final mission."



A bill to terminate the U.S. Department of Education was introduced on the House floor in January and was referred to the House Committee on Education and the Workforce. Tenney, L. Crow / Getty Images / TNS

By **Emma McNamee**  
March 13, 2025 at 11:05 AM


**FOX21 LOCAL NEWS** NEWS WEATHER SPORTS LINKS

FOX21 Features, Business, Crime, Classings, Politics, Submit News Tip, Fox21 Careers, ABOUT US

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### Public Response to Potential Duluth School District Music Cuts

April 23, 2025 by **Drew Kemar**




It was packed house for tonight's Duluth school board listening session. Parents, students, and community members showed up at the meeting to call for more support to district music programs and possible budget cuts.

NEWS LOCAL

### Duluth East holds signing day for multiple student-athletes

Spencer Pines WJDO  
Updated May 6, 2025 - 1:00 AM  
Published May 5, 2025 - 6:09 PM



Duluth East holds signing day for 13 student-athletes

Golf, tennis, soccer, hockey, track, softball, and basketball were amongst the sports that Duluth East Greyhound student-athletes put pen to paper for on Monday.

Of the 13 athletes, two greyhounds are staying close to home, crossing the bridge to play for the UWG Yellowjackets. Caroline Gore will play soccer for UWG and Kyle Zwack will be part of the softball team.

# Best of Social Media

- Facebook
  - 202 posts from June 2024-May 2025
  - Averages 4 posts per week
  - 627 new followers
  - 12,805 total followers
- Instagram
  - 174 posts from June 2024-May 2025
  - Averages 3 posts per week
  - 215 new followers
  - 1,800 total followers
- Others places I post
  - Nextdoor
  - Threads
  - TikTok
  - Linkedin



# ParentSquare popular among families and staff

- 42% of parents/guardians have downloaded the app
- 235,891 Direct Messages Sent
  - 46,951 Last Year
- 8,700 Posts
  - 1,967 Last Year
- 143 Forms/Permission Slips Sent
  - 55 Last Year
- 286 Smart Alerts
  - 74 Last Year
- 10 Polls
  - 3 Last Year
- 48% of parents/guardians interact
  - Typically there are 2 contacts per student. 48% parent interaction could mean that 96% of families are interacting!
  - 14% Last Year

- Top 5 Authors
  - Meghan Craine, ECFE
    - 204 posts
  - Adelle Wellens, District
    - 145 posts
  - Kris Hughes, Lincoln
    - 133 posts
  - Jill Ellison, Piedmont
    - 113 posts
  - Heidi Owens, Piedmont
    - 112 posts
- Top 5 Schools
  - Lowell
  - Lester Park
  - Piedmont
  - Myers-Wilkins
  - Lakewood



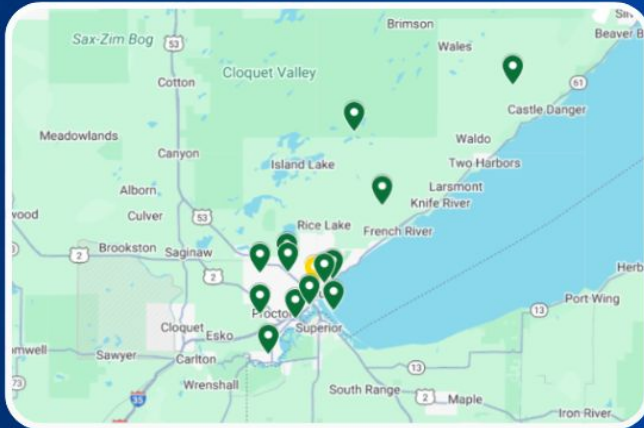
# Enrollment Marketing Plan

 SchoolMint.



3886

## Target Area



Your School



Target Area

ZIP

55802, 55803, 55804, 55805, 55806, 55807,  
55808, 55810, 55811, 55812, 55814, 55815,  
55816, 55616

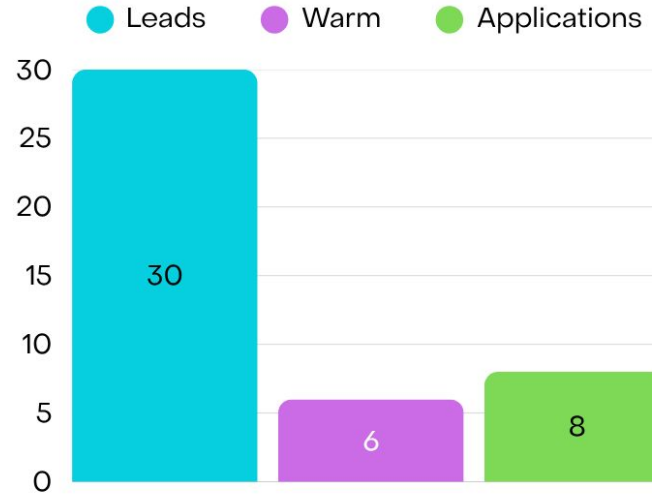
## How does it work?

- **If you're not seeing the ads, it's likely because you're not in our target audience, which helps us use our budget wisely.**
- **Every time an ad is shown, it costs money, so we focus only on people who are most likely to be interested in our offering.**
- **Our goal is to reach prospective parents who are the best fit, ensuring relevant messaging and smarter spending.**

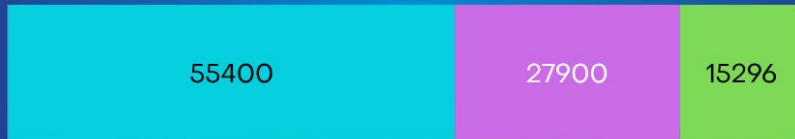
## % Reach Target



## Inbound Funnel Metrics



● Total Addressable Market   ● Total Target Audience  
● Total Reach



● Target Impressions   ● Total Impressions

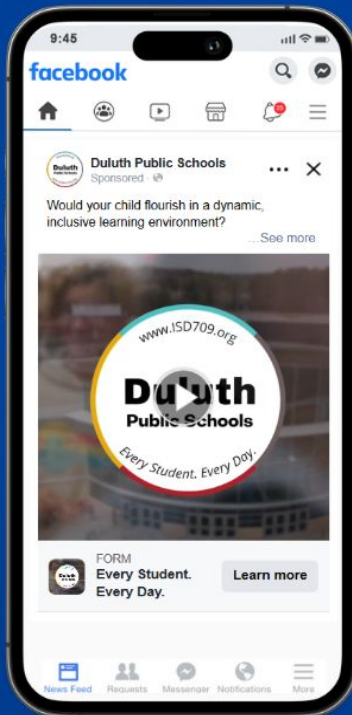


	Impressions	Reach	Clicks	Leads
<b>New Inquiry Campaign</b>	<b>86,344</b>	<b>12,229</b>	<b>2,589</b>	<b>18</b>
<b>Video Custom Ad</b>	<b>26,187</b>	<b>6,113</b>	<b>748</b>	<b>4</b>
<b>College &amp; Career Readiness Thematic Campaign</b>	<b>6,065</b>	<b>2,741</b>	<b>112</b>	<b>1</b>

## New Inquiry Campaign



## Video Custom Ad



## College & Career Readiness Thematic Campaign



# Professional Accomplishments

- Elected to the MinnSPRA Board for 2 years starting July 1
- Presented at MinnSPRA Spring Conference
- Asked to Present at #SocialSchool4EDU social media retreat
- Selected to present at NSPRA in July in Washington, D.C.
- Received Best of School Social Media Award for Cutest Clicks & Shares





## Questions?

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

## **COW Agenda Cover Sheet**

**Meeting Date:** June 12, 2025

**Topic:** Post Secondary Enrollment Options

**Presenter(s):** Simone Zunich, Philip Paulson

**Attachment:** Powerpoint Presentation attached

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

High School guidance staff brought the suggestion to change from the Traditional PSEO model to Courses According to Agreement (CAA) with Lake Superior College.

**This Requires School Board Approval :** No

# Post Secondary Enrollment Options



# Why Change PSEO Models

- High School guidance staff brought the suggestion to change from the Traditional PSEO model to Courses According to Agreement (CAA) with Lake Superior College.
- Why make this change?
  - Changes how PSEO is paid for and ultimately can result in the school district retaining more general education revenue
- No changes for students
  - Students would not notice any changes to how PSEO is currently with Lake Superior College

# Types of PSEO

- Traditional PSEO
  - MN Department of Education (MDE) pays tuition directly to Post Secondary Institution (PSI)
  - Fixed rate between MDE and PSI - School District is not involved
  - MDE pays for associated costs to attend PSI (Books, parking, etc.)
  
- Courses According to Agreement (CAA)
  - School District contracts with PSI and pays tuition directly to PSI
  - Negotiated rate between School District and PSI - MDE is not involved
  - School District is responsible for all associated costs to attend PSI (Books, parking, etc.)

# Traditional PSEO Model

Periods in HS Schedule	Periods Taken at HS	% of HS Credit	Gen Ed Revenue	Gen Ed Received
A	B	C=B/A	D	E = C*D
7	0	0.12* <small>*Minimum of 0.12</small>	\$12,430	\$1,491.63
7	1	0.14	\$12,430	\$1,775.75
7	2	0.29	\$12,430	\$3,551.50
7	3	0.43	\$12,430	\$5,327.24
7	4	0.57	\$12,430	\$7,102.99
7	5	0.71	\$12,430	\$8,878.74
7	6	0.86	\$12,430	\$10,654.49 <small>3937</small>
7	7	Ineligible for PSEO	\$12,430	\$12,430

# Courses According to Agreement (CAA) Model

- Assuming student generates 1.0 ADM ~ \$12,430 in Gen Ed Revenue/yr

PSEO Credits Taken per Semester	15
Cost Per Credit	\$250
District Pays PSI per Semester	\$3,750
Gen Ed Revenue per Semester	\$2,465

- District would retain roughly \$4,930/yr with the CAA model vs ~ \$1,500/yr with the Traditional Model
  - Dependent on credits taken, cost per credit, and cost of student supplies

# In Summary

- PSEO Courses that are offered through Lake Superior College will be changing to the Courses According to Agreement (CAA) Model
  - This change will allow the school district to retain more Gen Ed Revenue versus the Traditional PSEO Model (MDE Pays Tuition)
  - No change for students

**Questions?**

Thank you!

## **COW Agenda Cover Sheet**

**Meeting Date:** June 12, 2025

**Topic:** 3rd Reading of Proposed FY26 Budget

**Presenter(s):** Simone Zunich

**Attachment:** Presentation attached

**Brief Summary of Presentation or Topic (no more than a few sentences):**  
3rd reading of the Fy 26 budget. Changes from May 27 second reading are:

- 1. Updated Special Ed aid per MDE**
- 2. Updated ALC state aid per MDE**
- 3. Comp ed for all sites is captured in the Comp Ed aid**
- 4. Updated benefit expense to reflect the new TRA pension reform**

**This Requires School Board Approval :** Yes

**Duluth Public Schools #709 - COW Budget 06.12.25 (3rd Reading)**  
**Proposed Budget Summary - Fiscal Year 2026 (FY26)**

**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.

**Review of Budget provisions made for FY26:**

- **Strive for Fiscal Stability & Sustainability for future years**  
We will continue to prioritize fund balance growth to meet the District Policy of 8% of the General Fund. This will be supported by district-wide operational budget realignments and reductions.
- **Local Levy**  
Decreasing by \$1.9 million due to LTFM adjustment
- **State Aid Increase**  
Due to a 2.74% increase over last year the district will receive a Basic Formula Allowance increase of \$1,979,700. The basic formula amount per adm for next year is \$7,481.
- **Title Funding**  
Will be determined by June 2025 per MDE
- **American Indian Education aid**  
\$354,500
- **Literacy Incentive Aid**  
\$395,100
- **Title funding:** Districts should know by June 9, 2025. As of today the overall state funding can potentially go down 5.4% but that does not yet mean for #709 it will be that much.  
(Fy 25 funding is \$3,104,000)
- **MTSS grant**  
\$200,000 (approximately)
- **Adsis state funding - 55% reimbursement of expenditures**  
No funding amount yet for Fy 26 however, last year was under \$600,000
- **Paraprofessional Training**  
\$49,193.02
- **Hourly Worker Unemployment:** \$558,836.79

FY 26 Pupil Counts are estimated at 8099, an increase of 31 adjusted enrollment over Fy 25 which was 8068.

Food and Nutrition: Free breakfast and lunch for all students will continue in FY26- the Application for Educational Benefits (Free and Reduced Meal Form) are mostly direct certified. Applications are still required.

Other local revenues are estimated by prior year funding amounts.

**Notes:**

- Local revenue includes property tax levy, miscellaneous tax revenues, county apportionment, tuition, fees, admissions, medical assistance, interest earnings, rent, gifts & bequests, insurance recovery, sale of materials and equipment, and other miscellaneous revenues.
- State revenue includes payments by the MN Dept. of Education, and other state agencies.
- Federal revenue includes aids awarded through state agencies or directly from federal sources.

**Restricted Revenues** require a reserved fund balance if funding is not all spent in the allocated fiscal year. Most restricted revenues are intended to be spent in full in the allocated fiscal year.

Restricted/Reserved Revenues come from state and local sources (aid and levy).

**Undesignated Revenues** come from federal, state, and local sources, the largest of which is the basic formula allowance (General Education Aid). Undesignated Revenues may have individual calculations, but do not have a required reserve fund balance.

**Federal Sources** are often reimbursements and have allowable carryover provisions to subsequent fiscal years. Use of federal funds has limitations.



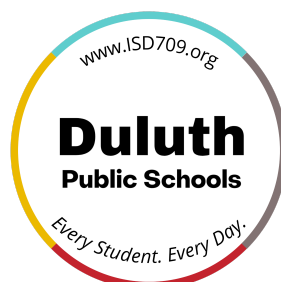
## Timeline

- 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 20 | Regular School Board Meeting
- May 27 / Committee of the Whole –Budget Second reading (include categorical aid breakdown and basic formula aid)
- June 9 | HR/Business Services
- June 12 | 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

## Projected Enrollment for FY26

- 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
<b>Total Enrollment</b>	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		



<b>Revenue Budget Summary - General Fund Categorical Aid FY26</b>	
Undesignated	\$64,598,177.00
Federal Programs	\$6,827,393.00
Special Education	\$28,178,705.98
Transportation	\$3,916,312.00
Telecom Access	\$140,000.00
American Indian	\$354,500.00
Medical Assistance	\$1,750,000.00
Literacy Incentive Aid	\$395,100.00
	<hr/>
	\$106,160,187.98
<b>Restricted/Reserved:</b>	
Staff Development	\$1,320,187.00
Operating Capital	\$1,962,864.00
Basic Skills & Comp Ed.	\$9,789,089.00
Gifted & Talented	\$114,735.00
Learning & Dev.	\$1,882,665.00
Alt. Learning Ctr.	\$1,248,167.03
LTFM	\$1,100,311.00
Achiev. & Integrat.	\$1,178,892.00
Safe Schools	\$326,213.00
Total Restricted:	<hr/>
	\$18,923,123.03
<b>Total General Fund:</b>	<b>\$125,083,311.01</b>

# Duluth Public Schools

## PROPOSED FISCAL YEAR 2025/2026 BUDGET

<b>REVENUES</b>	<b>Proposed FY 2026 Budget</b>	<b>EXPENDITURES</b>	<b>Proposed FY 2026 Budget</b>	<b>Dollar Change</b>
01 General Fund	\$142,360,679.00	01 General Fund	\$142,111,797.00	\$248,882
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
<b>Subtotal - Revenues</b>	<b>\$186,118,820.00</b>	<b>Subtotal - Expenditures</b>	<b>\$184,935,181.00</b>	<b>\$1,183,639</b>

# FY26 Proposed Budget - Finances at a Glance



View Filters  
No filters selected

**\$186,118,819**  
FY2026 Budgeted Revenues

**\$184,935,182**  
FY2026 Budgeted Expenses

**\$54,860,034**  
Revenues from Local Sources

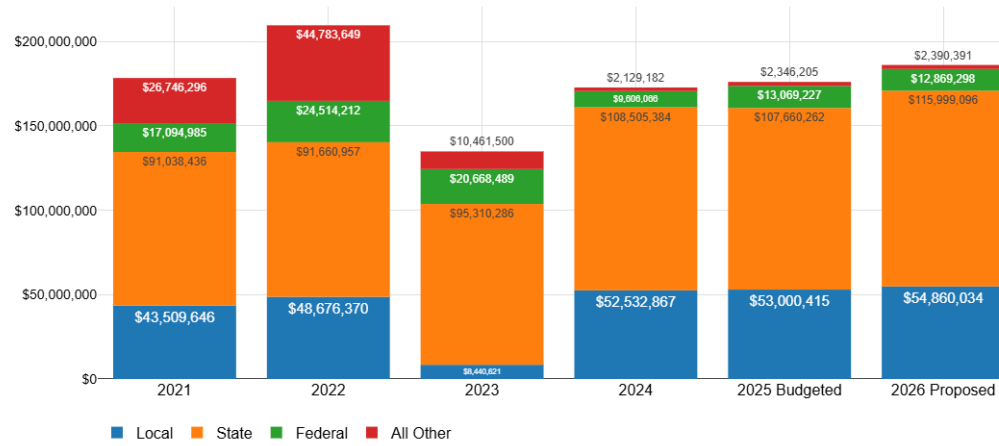
**\$115,999,096**  
Revenues from State Sources

**\$85,944,054**  
Expenses for Salaries

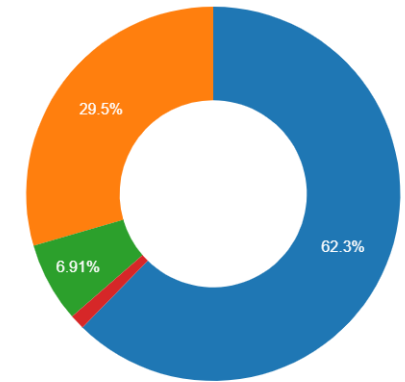
**\$45,117,748**  
Expenses for Benefits

**\$13,028,680**  
Expenses for Purchased Services

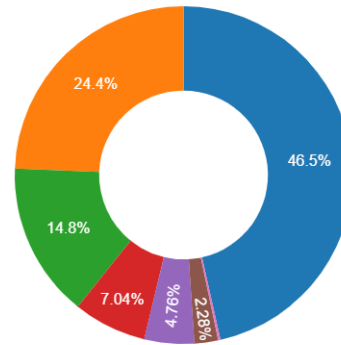
## Revenues by Source



## Proposed Budget Revenues by Source

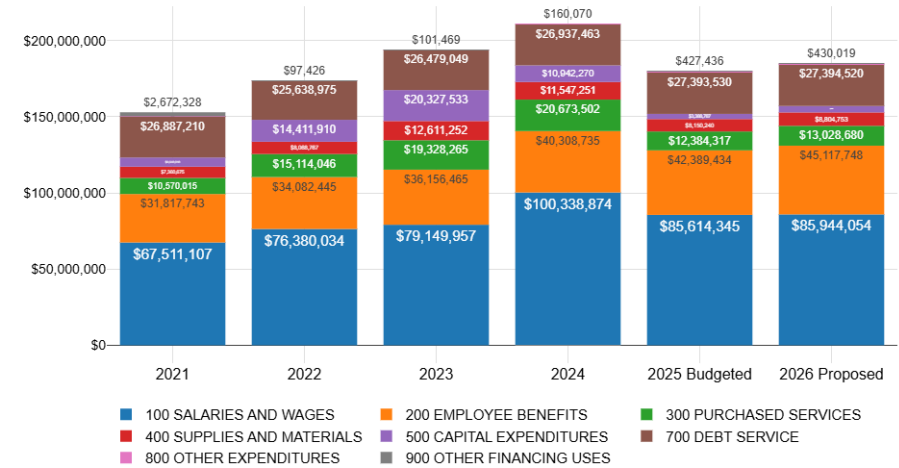


## Proposed Budget Expenses by Object

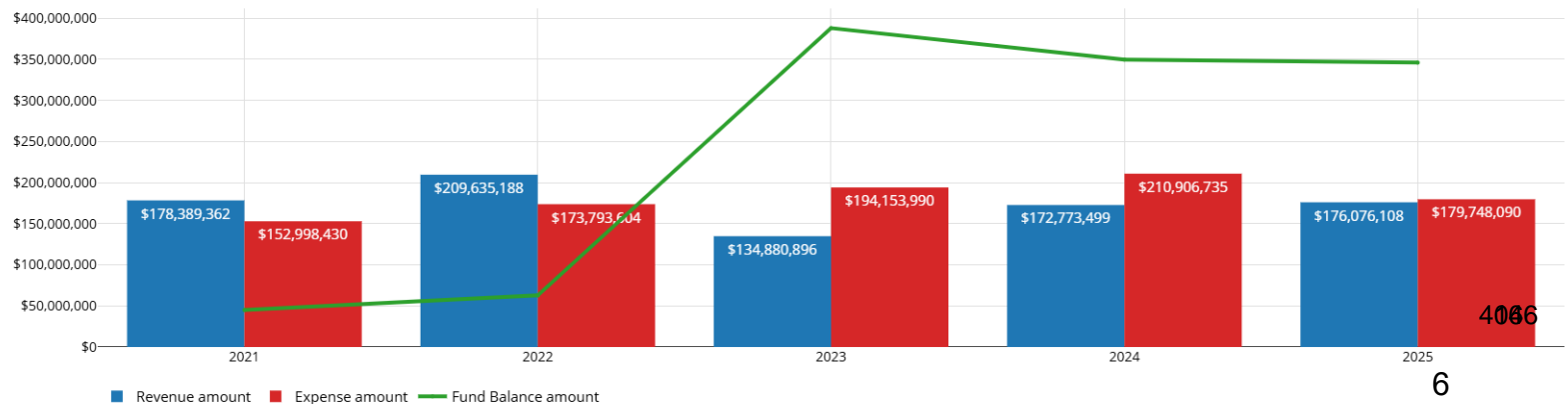


- 100 SALARIES AND WAGES
- 200 EMPLOYEE BENEFITS
- 300 PURCHASED SERVICES
- 400 SUPPLIES AND MATERIALS
- 500 CAPITAL EXPENDITURES
- 700 DEBT SERVICE
- 800 OTHER EXPENDITURES

## Expenses by Object



## Historical Revenues, Expenses and Fund Balance



# FY26 Proposed Budget - Finances at a Glance



View Filters  
 • Fund  
 ○ 01 GENERAL FUND

**\$142,360,679**  
 FY2026 Budgeted Revenues

**\$142,111,797**  
 FY2026 Budgeted Expenses

**\$25,413,158**  
 Revenues from Local Sources

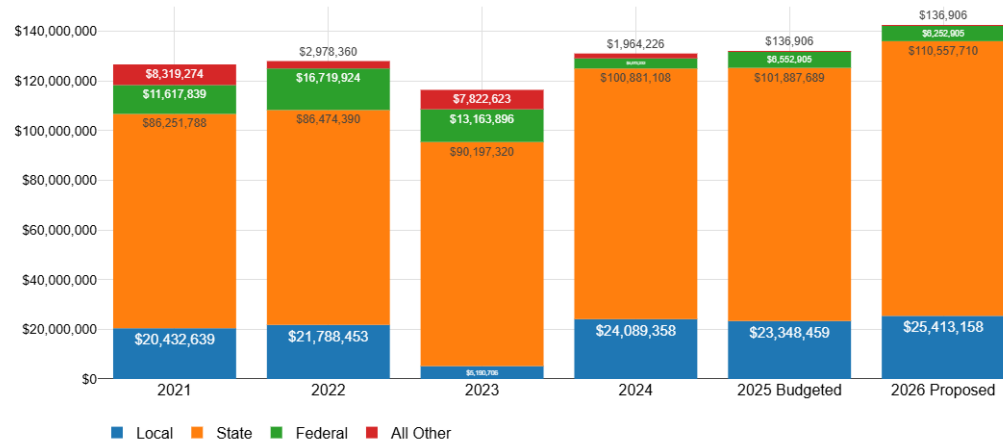
**\$110,557,710**  
 Revenues from State Sources

**\$80,280,222**  
 Expenses for Salaries

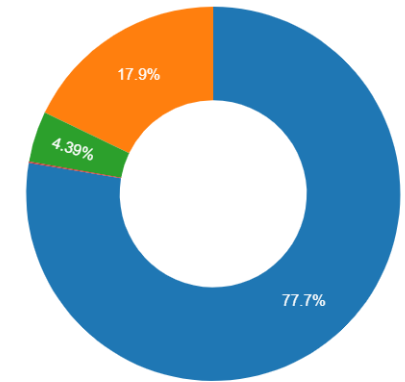
**\$40,455,267**  
 Expenses for Benefits

**\$11,252,706**  
 Expenses for Purchased Services

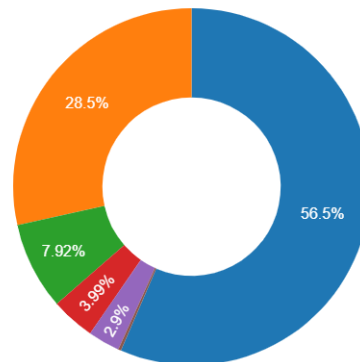
Revenues by Source



Proposed Budget Revenues by Source

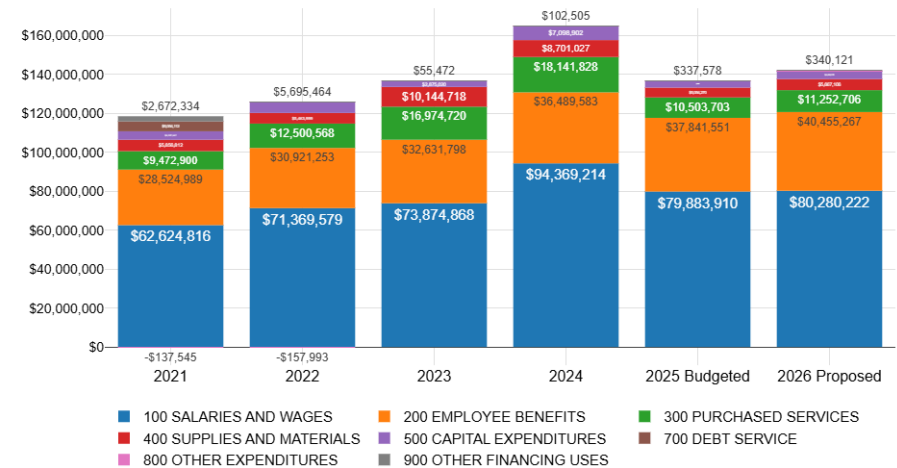


Proposed Budget Expenses by Object

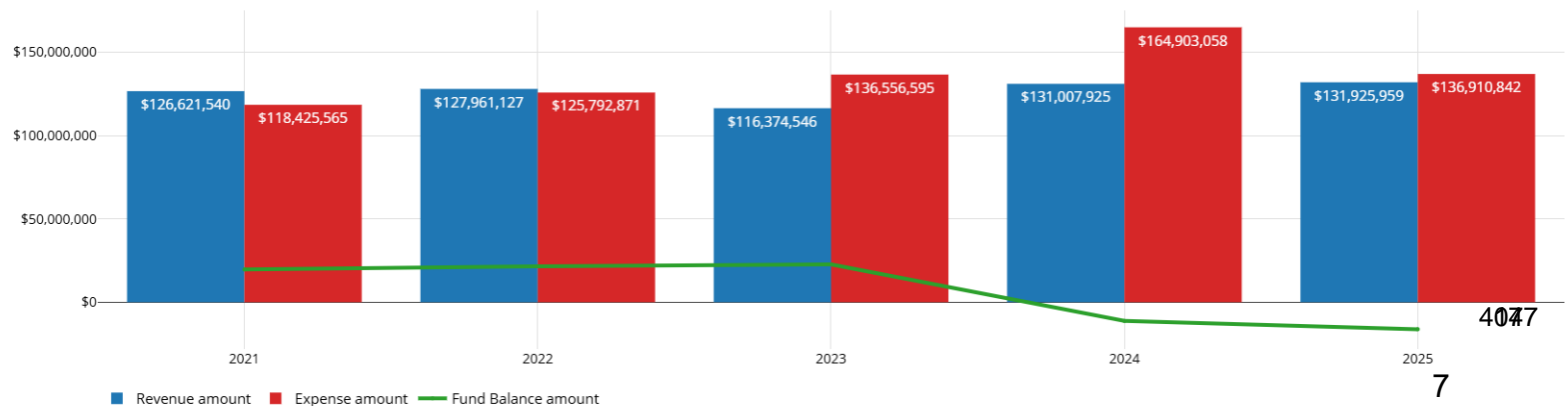


100 SALARIES AND WAGES  
 200 EMPLOYEE BENEFITS  
 300 PURCHASED SERVICES  
 400 SUPPLIES AND MATERIALS  
 500 CAPITAL EXPENDITURES  
 800 OTHER EXPENDITURES

Expenses by Object



Historical Revenues, Expenses and Fund Balance



FY 2026 Budget Summary - Revenue

Duluth Public School ISD 709

Local Revenue

**\$54,860,034**

FY 2026 Budgeted

3.51% Change from Prior Year

State Revenue

**\$115,999,096**

FY 2026 Budgeted

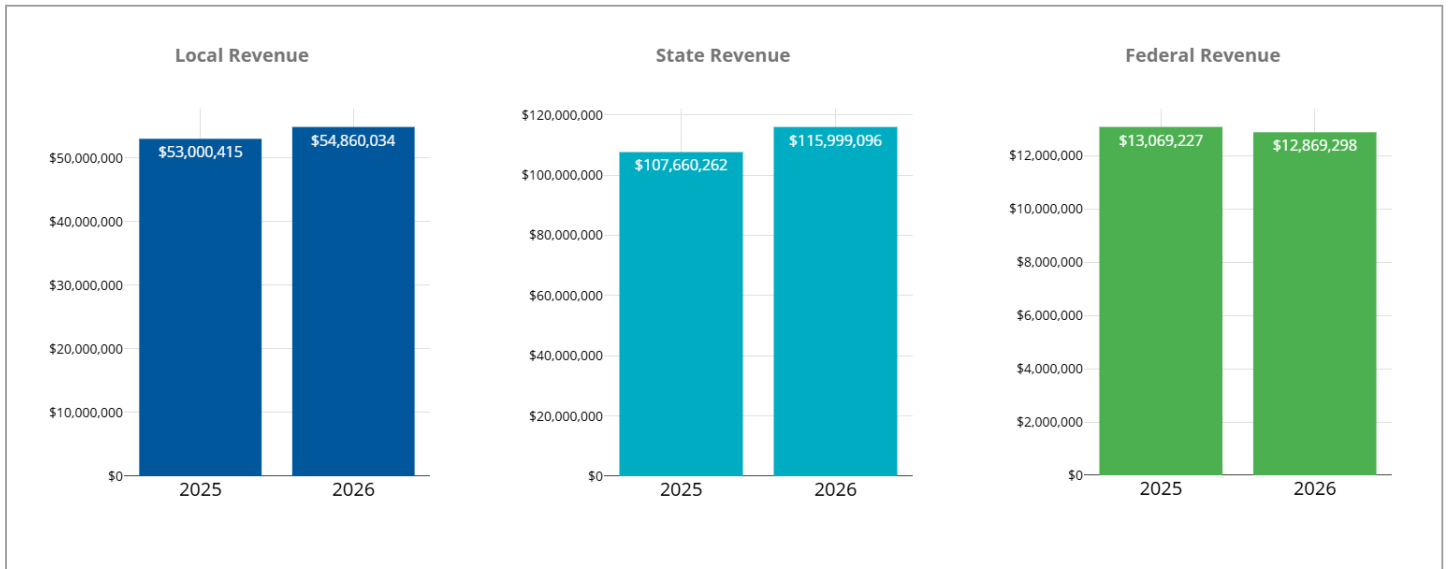
7.75% Change from Prior Year

Federal Revenue

**\$12,869,298**

FY 2026 Budgeted

-1.53% Change from Prior Year



	FY2024 Actuals	FY2025 Budget	FY2026 Budget	Percent Change	Dollar Change
<b>Local Revenue</b>					
Property Tax Levy	\$15,663,256	\$45,053,154	\$43,260,238	-3.98%	\$-1,792,916
Admission and Student Activities Revenue	\$240,736	\$211,000	\$366,002	73.46%	\$155,002
All Other Local Revenue	\$36,628,874	\$7,736,260	\$11,233,794	45.21%	\$3,497,534
<b>TOTAL LOCAL REVENUE</b>	<b>\$52,532,867</b>	<b>\$53,000,415</b>	<b>\$54,860,034</b>	<b>3.51%</b>	<b>\$1,859,619</b>
<b>State Revenue</b>					
General Education Aid	\$73,764,215	\$74,524,043	\$78,752,643	5.67%	\$4,441,421
State Aid for Special Education	\$23,356,897	\$23,737,285	\$28,178,706	18.71%	\$4,441,421
All Other State Revenue	\$11,384,272	\$9,398,933	\$9,067,747	-3.52%	\$-331,187
<b>TOTAL STATE REVENUE</b>	<b>\$108,505,384</b>	<b>\$107,660,262</b>	<b>\$115,999,096</b>	<b>7.75%</b>	<b>\$8,338,834</b>
<b>Federal Revenue</b>					
Other Revenue Sources	\$9,606,066	\$13,069,227	\$12,869,298	-1.53%	\$-199,929
	\$2,129,182	\$2,346,205	\$2,390,391	1.88%	\$44,186
<b>TOTAL REVENUE</b>	<b>\$172,773,499</b>	<b>\$176,076,108</b>	<b>\$186,118,819</b>	<b>5.70%</b>	<b>\$10,042,711</b>

View Filters

No filters selected



FY 2026 Budget Summary - Expense

Duluth Public School ISD 709

Salaries and Benefits

**\$131,061,804**

FY 2026 Budgeted

2.39% Change from Prior Year

Purchased Services

**\$13,028,680**

FY 2026 Budgeted

5.20% Change from Prior Year

Supplies and Equipment

**\$8,804,753**

FY 2026 Budgeted

8.03% Change from Prior Year



	FY2024 Actuals	FY2025 Budget	FY2026 Budget	Percent Change	Dollar Change
<b>Salaries and Benefits</b>					
Salaries and Wages	\$100,338,874	\$85,614,345	\$85,944,055	0.39%	\$329,710
Employee Benefits	\$40,308,735	\$42,389,434	\$45,117,749	6.44%	\$2,728,315
<b>TOTAL SALARIES AND BENEFITS</b>	<b>\$140,647,608</b>	<b>\$128,003,779</b>	<b>\$131,061,804</b>	<b>2.39%</b>	<b>\$3,058,025</b>
<b>All Other Expenses</b>					
Purchased Services	\$20,673,502	\$12,384,317	\$13,028,680	5.20%	\$644,363
Supplies and Materials	\$11,547,251	\$8,150,240	\$8,804,753	8.03%	\$654,513
Capital Expenditures	\$10,942,270	\$3,388,787	\$4,215,407	24.39%	\$826,620
Debt Service	\$26,937,463	\$27,393,530	\$27,394,520	0.00%	\$990
Other Expenditures	\$160,070	\$427,436	\$430,019	0.60%	\$2,583
Other Financing Uses	\$-1,429	\$0	\$0	0.00%	\$0
<b>TOTAL ALL OTHER</b>	<b>\$70,259,127</b>	<b>\$51,744,311</b>	<b>\$53,873,379</b>	<b>4.11%</b>	<b>\$2,129,068</b>
<b>TOTAL EXPENSES</b>	<b>\$210,906,735</b>	<b>\$179,748,090</b>	<b>\$184,935,183</b>	<b>2.89%</b>	<b>\$5,187,093</b>

**FY 2026 Expense Budget Insight:**

Expense for FY 2026 is budgeted at \$184,935,183, which is a difference of \$5,187,093 or 2.89% from last fiscal year. **Salaries and Benefits** are budgeted to change by \$3,058,025 or 2.39% to \$131,061,804. **Purchased Services** are budgeted to change by \$644,363 to \$13,028,680 and **Supplies and Equipment** is budgeted to change by \$654,513 to \$8,804,753.

View Filters

No filters selected



FY 2026 Budget Summary - Revenue

Duluth Public School ISD 709

Local Revenue

**\$25,413,158**

FY 2026 Budgeted

8.84% Change from Prior Year

State Revenue

**\$110,557,710**

FY 2026 Budgeted

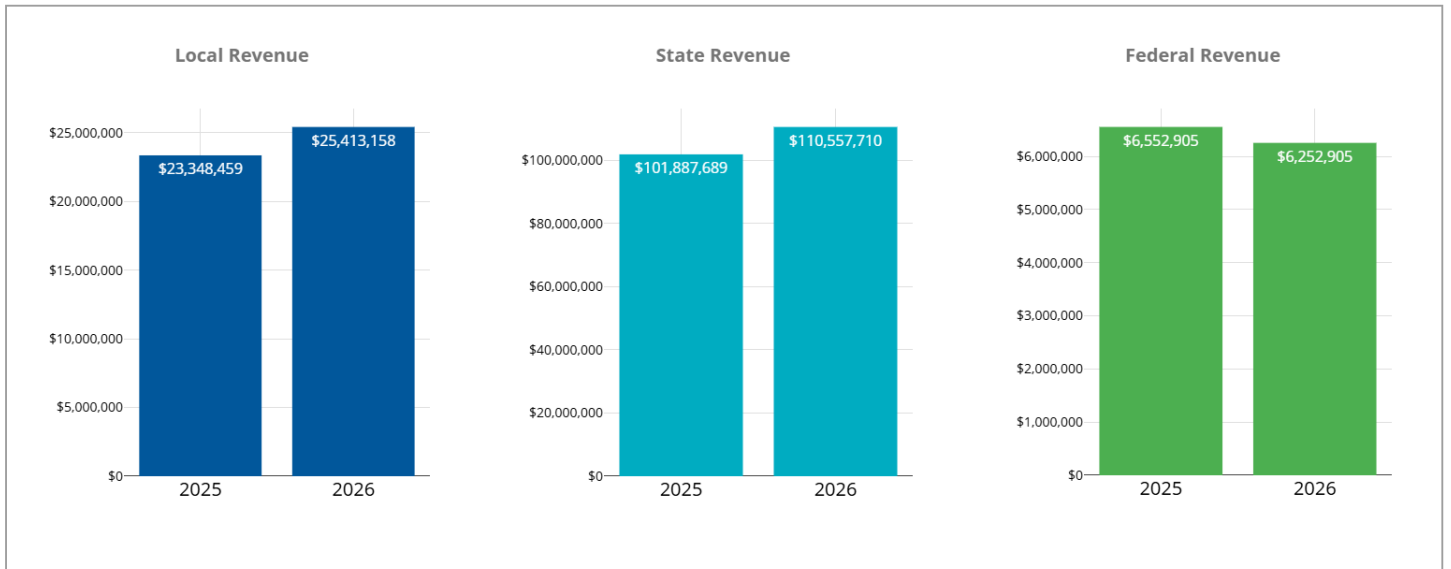
8.51% Change from Prior Year

Federal Revenue

**\$6,252,905**

FY 2026 Budgeted

-4.58% Change from Prior Year



	FY2024 Actuals	FY2025 Budget	FY2026 Budget	Percent Change	Dollar Change
<b>Local Revenue</b>					
Property Tax Levy	\$16,509,032	\$18,665,659	\$17,151,967	-8.11%	\$-1,513,692
Admission and Student Activities Revenue	\$240,736	\$211,000	\$366,002	73.46%	\$155,002
All Other Local Revenue	\$7,339,590	\$4,471,800	\$7,895,189	76.56%	\$3,423,389
<b>TOTAL LOCAL REVENUE</b>	<b>\$24,089,358</b>	<b>\$23,348,459</b>	<b>\$25,413,158</b>	<b>8.84%</b>	<b>\$2,064,699</b>
<b>State Revenue</b>					
General Education Aid	\$73,764,215	\$74,524,043	\$78,752,643	5.67%	\$4,441,421
State Aid for Special Education	\$23,356,897	\$23,737,285	\$28,178,706	18.71%	\$4,441,421
All Other State Revenue	\$3,759,995	\$3,626,361	\$3,626,361	0.00%	\$0
<b>TOTAL STATE REVENUE</b>	<b>\$100,881,108</b>	<b>\$101,887,689</b>	<b>\$110,557,710</b>	<b>8.51%</b>	<b>\$8,670,021</b>
<b>Federal Revenue</b>					
Other Revenue Sources	\$4,073,232	\$6,552,905	\$6,252,905	-4.58%	\$-300,000
	\$1,964,226	\$136,906	\$136,906	0.00%	\$0
<b>TOTAL REVENUE</b>	<b>\$131,007,925</b>	<b>\$131,925,959</b>	<b>\$142,360,679</b>	<b>7.91%</b>	<b>\$10,434,720</b>

View Filters

- Fund
  - 01 GENERAL FUND



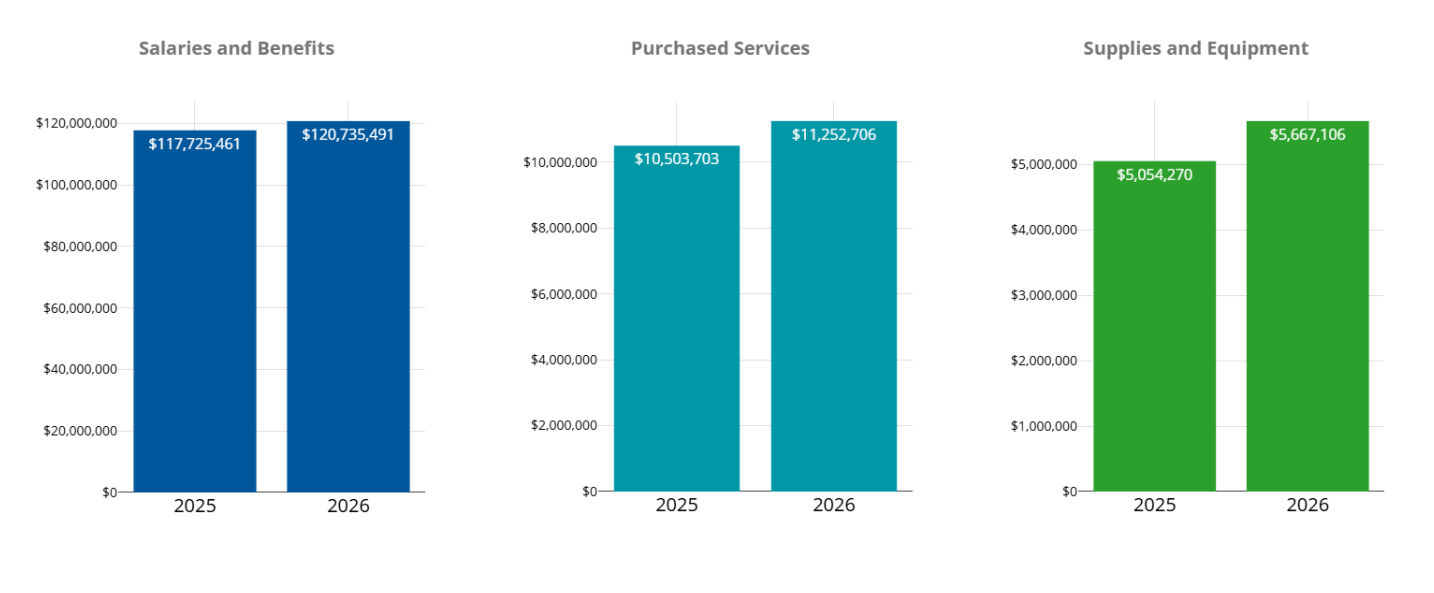
FY 2026 Budget Summary - Expense

Duluth Public School ISD 709

Salaries and Benefits  
**\$120,735,491**  
 FY 2026 Budgeted  
 2.56% Change from Prior Year

Purchased Services  
**\$11,252,706**  
 FY 2026 Budgeted  
 7.13% Change from Prior Year

Supplies and Equipment  
**\$5,667,106**  
 FY 2026 Budgeted  
 12.13% Change from Prior Year



	FY2024 Actuals	FY2025 Budget	FY2026 Budget	Percent Change	Dollar Change
<b>Salaries and Benefits</b>					
Salaries and Wages	\$94,369,214	\$79,883,910	\$80,280,223	0.50%	\$396,313
Employee Benefits	\$36,489,583	\$37,841,551	\$40,455,268	6.91%	\$2,613,717
<b>TOTAL SALARIES AND BENEFITS</b>	<b>\$130,858,797</b>	<b>\$117,725,461</b>	<b>\$120,735,491</b>	<b>2.56%</b>	<b>\$3,010,030</b>
<b>All Other Expenses</b>					
Purchased Services	\$18,141,828	\$10,503,703	\$11,252,706	7.13%	\$749,003
Supplies and Materials	\$8,701,027	\$5,054,270	\$5,667,106	12.13%	\$612,836
Capital Expenditures	\$7,098,902	\$3,289,830	\$4,116,375	25.12%	\$826,545
Debt Service	\$0	\$0	\$0	0.00%	\$0
Other Expenditures	\$102,505	\$337,578	\$340,121	0.75%	\$2,542
Other Financing Uses	\$0	\$0	\$0	0.00%	\$0
<b>TOTAL ALL OTHER</b>	<b>\$34,044,261</b>	<b>\$19,185,381</b>	<b>\$21,376,308</b>	<b>11.42%</b>	<b>\$2,190,927</b>
<b>TOTAL EXPENSES</b>	<b>\$164,903,058</b>	<b>\$136,910,842</b>	<b>\$142,111,799</b>	<b>3.80%</b>	<b>\$5,200,957</b>

**FY 2026 Expense Budget Insight:**

Expense for FY 2026 is budgeted at \$142,111,799, which is a difference of \$5,200,957 or 3.80% from last fiscal year. **Salaries and Benefits** are budgeted to change by \$3,010,030 or 2.56% to \$120,735,491. **Purchased Services** are budgeted to change by \$749,003 to \$11,252,706 and **Supplies and Equipment** is budgeted to change by \$612,836 to \$5,667,106.

View Filters

- Fund
  - 01 GENERAL FUND



FY 2026 Budget Summary - Revenue

Duluth Public School ISD 709

Local Revenue

**\$15,303**

FY 2026 Budgeted

2.00% Change from Prior Year

State Revenue

**\$290,606**

FY 2026 Budgeted

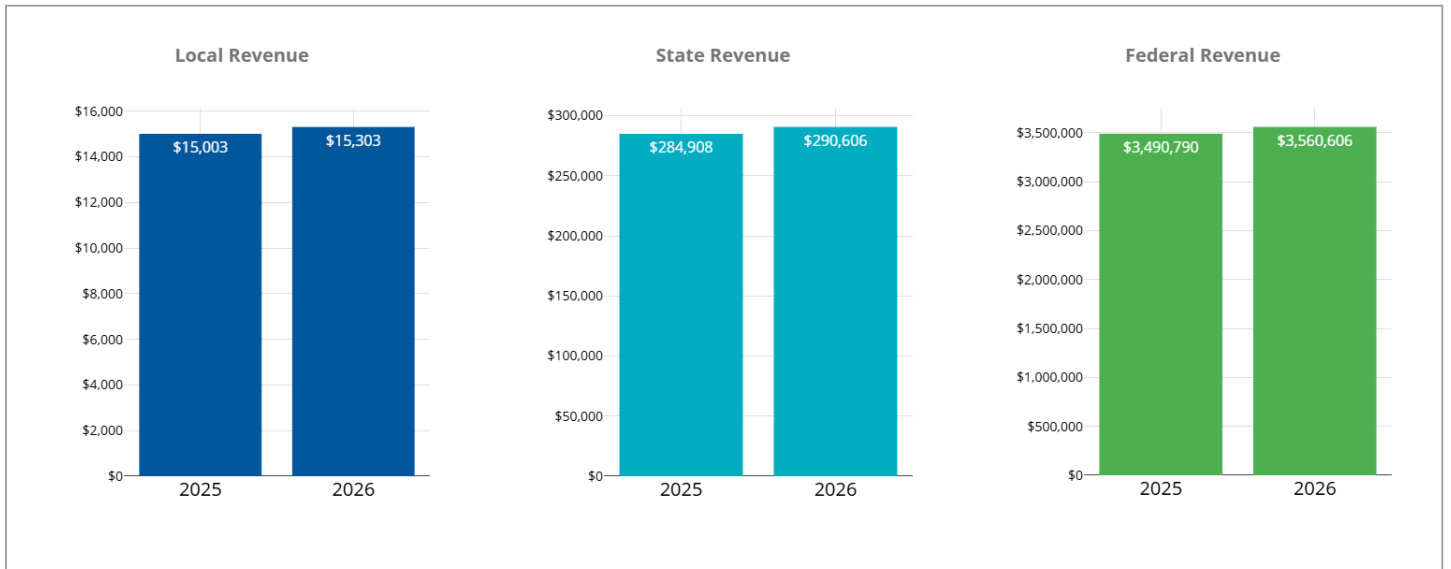
2.00% Change from Prior Year

Federal Revenue

**\$3,560,606**

FY 2026 Budgeted

2.00% Change from Prior Year



	FY2024 Actuals	FY2025 Budget	FY2026 Budget	Percent Change	Dollar Change
<b>Local Revenue</b>					
Property Tax Levy	\$0	\$0	\$0	\$0	\$0
Admission and Student Activities Revenue	\$0	\$0	\$0	\$0	\$0
All Other Local Revenue	\$3,256	\$15,003	\$15,303	2.00%	\$300
<b>TOTAL LOCAL REVENUE</b>	\$3,256	\$15,003	\$15,303	2.00%	\$300
<b>State Revenue</b>					
General Education Aid	\$0	\$0	\$0	\$0	\$0
State Aid for Special Education	\$0	\$0	\$0	\$0	\$0
All Other State Revenue	\$2,304,962	\$284,908	\$290,606	2.00%	\$5,698
<b>TOTAL STATE REVENUE</b>	\$2,304,962	\$284,908	\$290,606	2.00%	\$5,698
<b>Federal Revenue</b>					
Other Revenue Sources	\$3,114,231	\$3,490,790	\$3,560,606	2.00%	\$69,816
<b>TOTAL REVENUE</b>	\$5,587,404	\$6,000,000	\$6,120,000	2.00%	\$120,000

View Filters

- Fund
  - 02 FOOD SERVICE FUND



FY 2026 Budget Summary - Expense

Duluth Public School ISD 709

<p>Salaries and Benefits</p> <p><b>\$3,258,872</b></p> <p>FY 2026 Budgeted</p> <p>0.20% Change from Prior Year</p>	<p>Purchased Services</p> <p><b>\$173,070</b></p> <p>FY 2026 Budgeted</p> <p>0.20% Change from Prior Year</p>	<p>Supplies and Equipment</p> <p><b>\$2,605,693</b></p> <p>FY 2026 Budgeted</p> <p>0.20% Change from Prior Year</p>
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	FY2024 Actuals	FY2025 Budget	FY2026 Budget	Percent Change	Dollar Change
<b>Salaries and Benefits</b>					
Salaries and Wages	\$1,492,181	\$2,095,730	\$2,099,921	0.20%	\$4,191
Employee Benefits	\$868,901	\$1,156,637	\$1,158,950	0.20%	\$2,313
<b>TOTAL SALARIES AND BENEFITS</b>	<b>\$2,361,081</b>	<b>\$3,252,367</b>	<b>\$3,258,872</b>	<b>0.20%</b>	<b>\$6,505</b>
<b>All Other Expenses</b>					
Purchased Services	\$11,576	\$172,724	\$173,070	0.20%	\$345
Supplies and Materials	\$2,488,274	\$2,600,492	\$2,605,693	0.20%	\$5,201
Capital Expenditures	\$5,565	\$37,380	\$37,454	0.20%	\$75
Debt Service	\$0	\$0	\$0	\$0	\$0
Other Expenditures	\$12,354	\$20,335	\$20,375	0.20%	\$41
Other Financing Uses	\$0	\$0	\$0	\$0	\$0
<b>TOTAL ALL OTHER</b>	<b>\$2,517,769</b>	<b>\$2,830,931</b>	<b>\$2,836,593</b>	<b>0.20%</b>	<b>\$5,662</b>
<b>TOTAL EXPENSES</b>	<b>\$4,878,850</b>	<b>\$6,083,298</b>	<b>\$6,095,464</b>	<b>0.20%</b>	<b>\$12,167</b>

**FY 2026 Expense Budget Insight:**

Expense for FY 2026 is budgeted at \$6,095,464, which is a difference of \$12,167 or 0.20% from last fiscal year. **Salaries and Benefits** are budgeted to change by \$6,505 or 0.20% to \$3,258,872. **Purchased Services** are budgeted to change by \$345 to \$173,070 and **Supplies and Equipment** is budgeted to change by \$5,201 to \$2,605,693.

View Filters

- Fund
  - 02 FOOD SERVICE FUND



FY 2026 Budget Summary - Revenue

Duluth Public School ISD 709

Local Revenue

**\$2,800,196**

FY 2026 Budgeted

-2.37% Change from Prior Year

State Revenue

**\$2,331,512**

FY 2026 Budgeted

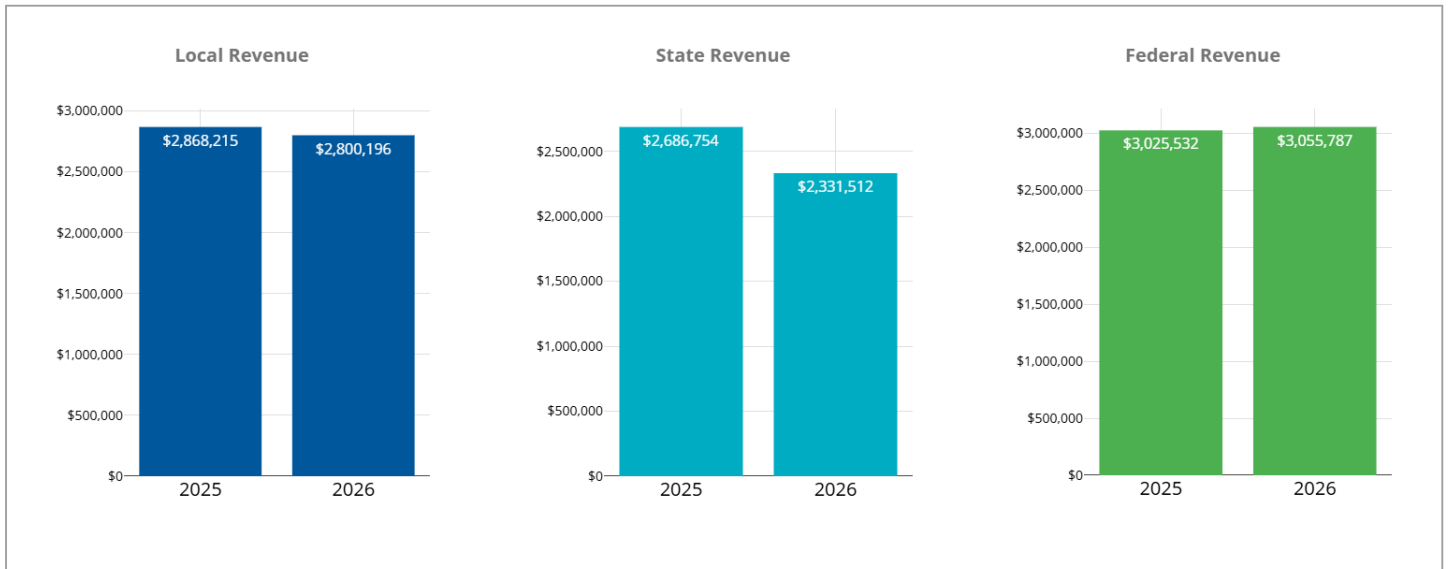
-13.22% Change from Prior Year

Federal Revenue

**\$3,055,787**

FY 2026 Budgeted

1.00% Change from Prior Year



	FY2024 Actuals	FY2025 Budget	FY2026 Budget	Percent Change	Dollar Change
<b>Local Revenue</b>					
Property Tax Levy	\$997,981	\$851,979	\$763,798	-10.35%	-\$88,181
Admission and Student Activities Revenue	\$0	\$0	\$0	\$0	\$0
All Other Local Revenue	\$2,291,984	\$2,016,236	\$2,036,398	1.00%	\$20,162
<b>TOTAL LOCAL REVENUE</b>	<b>\$3,289,965</b>	<b>\$2,868,215</b>	<b>\$2,800,196</b>	<b>-2.37%</b>	<b>-\$68,019</b>
<b>State Revenue</b>					
General Education Aid	\$0	\$0	\$0	\$0	\$0
State Aid for Special Education	\$0	\$0	\$0	\$0	\$0
All Other State Revenue	\$2,931,792	\$2,686,754	\$2,331,512	-13.22%	-\$355,242
<b>TOTAL STATE REVENUE</b>	<b>\$2,931,792</b>	<b>\$2,686,754</b>	<b>\$2,331,512</b>	<b>-13.22%</b>	<b>-\$355,242</b>
<b>Federal Revenue</b>					
Other Revenue Sources	\$2,418,603	\$3,025,532	\$3,055,787	1.00%	\$30,255
<b>TOTAL REVENUE</b>	<b>\$8,640,360</b>	<b>\$8,580,500</b>	<b>\$8,187,495</b>	<b>-4.58%</b>	<b>-\$393,006</b>

View Filters

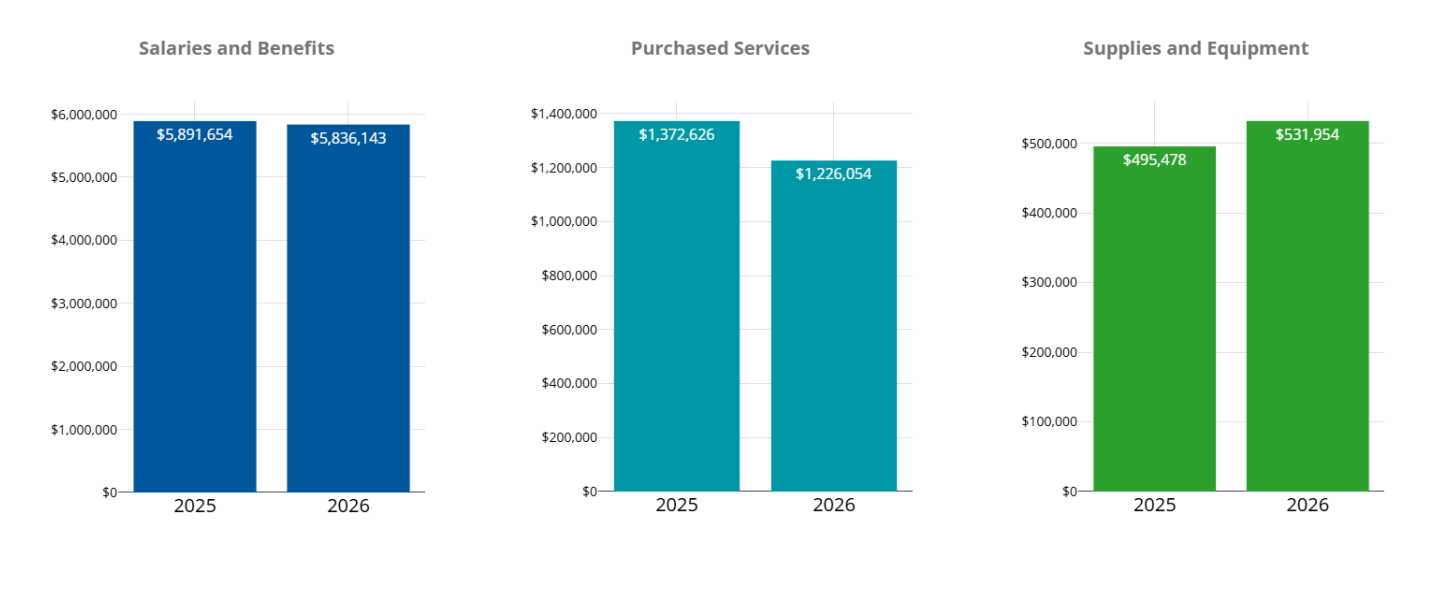
- Fund
  - 04 COMMUNITY SERVICE FUND



FY 2026 Budget Summary - Expense

Duluth Public School ISD 709

<p style="text-align: center;">Salaries and Benefits</p> <p style="text-align: center; font-size: 24px; font-weight: bold;">\$5,836,143</p> <p style="text-align: center;">FY 2026 Budgeted</p> <p style="text-align: center;">-0.94% Change from Prior Year</p>	<p style="text-align: center;">Purchased Services</p> <p style="text-align: center; font-size: 24px; font-weight: bold;">\$1,226,054</p> <p style="text-align: center;">FY 2026 Budgeted</p> <p style="text-align: center;">-10.68% Change from Prior Year</p>	<p style="text-align: center;">Supplies and Equipment</p> <p style="text-align: center; font-size: 24px; font-weight: bold;">\$531,954</p> <p style="text-align: center;">FY 2026 Budgeted</p> <p style="text-align: center;">7.36% Change from Prior Year</p>
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	FY2024 Actuals	FY2025 Budget	FY2026 Budget	Percent Change	Dollar Change
<b>Salaries and Benefits</b>					
Salaries and Wages	\$4,477,479	\$3,634,705	\$3,563,911	-1.95%	\$-70,795
Employee Benefits	\$1,957,702	\$2,256,948	\$2,272,232	0.68%	\$15,284
<b>TOTAL SALARIES AND BENEFITS</b>	\$6,435,181	\$5,891,654	\$5,836,143	-0.94%	\$-55,511
<b>All Other Expenses</b>					
Purchased Services	\$1,912,680	\$1,372,626	\$1,226,054	-10.68%	\$-146,572
Supplies and Materials	\$341,031	\$495,478	\$531,954	7.36%	\$36,476
Capital Expenditures	\$10,425	\$61,578	\$61,578	0.00%	\$0
Debt Service	\$0	\$0	\$0	\$0	\$0
Other Expenditures	\$45,211	\$69,523	\$69,523	0.00%	\$0
Other Financing Uses	\$0	\$0	\$0	\$0	\$0
<b>TOTAL ALL OTHER</b>	\$2,309,347	\$1,999,205	\$1,889,109	-5.51%	\$-110,096
<b>TOTAL EXPENSES</b>	\$8,744,528	\$7,890,858	\$7,725,252	-2.10%	\$-165,607

**FY 2026 Expense Budget Insight:**

Expense for FY 2026 is budgeted at \$7,725,252, which is a difference of \$-165,607 or -2.10% from last fiscal year. **Salaries and Benefits** are budgeted to change by \$-55,511 or -0.94% to \$5,836,143. **Purchased Services** are budgeted to change by \$-146,572 to \$1,226,054 and **Supplies and Equipment** is budgeted to change by \$36,476 to \$531,954.

View Filters

- Fund
  - 04 COMMUNITY SERVICE FUND



FY 2026 Budget Summary - Revenue

Duluth Public School ISD 709

Local Revenue

**\$25,351,541**

FY 2026 Budgeted

-0.75% Change from Prior Year

State Revenue

**\$2,505,759**

FY 2026 Budgeted

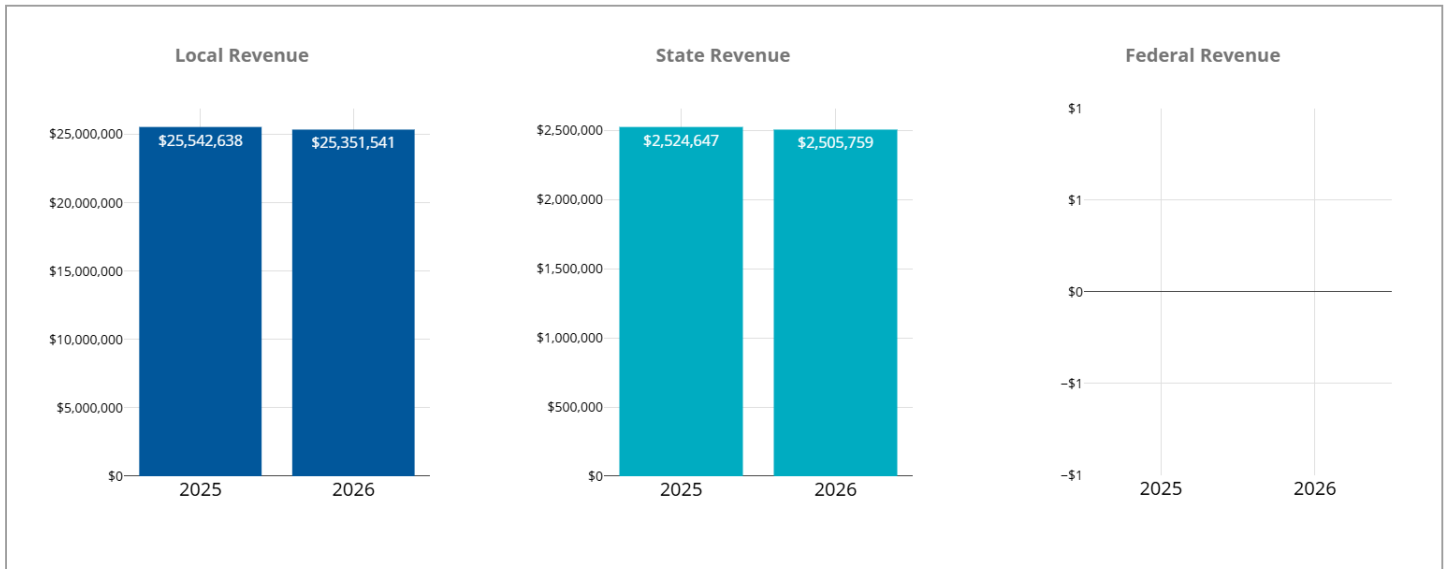
-0.75% Change from Prior Year

Federal Revenue

**\$0**

FY 2026 Budgeted

0.00% Change from Prior Year



	FY2024 Actuals	FY2025 Budget	FY2026 Budget	Percent Change	Dollar Change
<b>Local Revenue</b>					
Property Tax Levy	\$-1,843,757	\$25,535,516	\$25,344,473	-0.75%	\$-191,043
Admission and Student Activities Revenue	\$0	\$0	\$0	\$0	\$0
All Other Local Revenue	\$25,991,558	\$7,122	\$7,068	-0.75%	\$-53
<b>TOTAL LOCAL REVENUE</b>	<b>\$24,147,801</b>	<b>\$25,542,638</b>	<b>\$25,351,541</b>	<b>-0.75%</b>	<b>\$-191,096</b>
<b>State Revenue</b>					
General Education Aid	\$0	\$0	\$0	\$0	\$0
State Aid for Special Education	\$0	\$0	\$0	\$0	\$0
All Other State Revenue	\$2,387,523	\$2,524,647	\$2,505,759	-0.75%	\$-18,888
<b>TOTAL STATE REVENUE</b>	<b>\$2,387,523</b>	<b>\$2,524,647</b>	<b>\$2,505,759</b>	<b>-0.75%</b>	<b>\$-18,888</b>
<b>Federal Revenue</b>					
Other Revenue Sources	\$0	\$0	\$0	0.00%	\$0
<b>TOTAL REVENUE</b>	<b>\$26,535,324</b>	<b>\$28,067,285</b>	<b>\$27,857,301</b>	<b>-0.75%</b>	<b>\$-209,984</b>

View Filters

- Fund
  - 07 DEBT SERVICE FUND



FY 2026 Budget Summary - Expense

Duluth Public School ISD 709

<p>Salaries and Benefits</p> <p><b>\$0</b></p> <p>FY 2026 Budgeted</p> <p>\$0 Change from Prior Year</p>	<p>Purchased Services</p> <p><b>\$0</b></p> <p>FY 2026 Budgeted</p> <p>\$0 Change from Prior Year</p>	<p>Supplies and Equipment</p> <p><b>\$0</b></p> <p>FY 2026 Budgeted</p> <p>\$0 Change from Prior Year</p>
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	FY2024 Actuals	FY2025 Budget	FY2026 Budget	Percent Change	Dollar Change
<b>Salaries and Benefits</b>					
Salaries and Wages	\$0	\$0	\$0	\$0	\$0
Employee Benefits	\$0	\$0	\$0	\$0	\$0
<b>TOTAL SALARIES AND BENEFITS</b>	\$0	\$0	\$0	\$0	\$0
<b>All Other Expenses</b>					
Purchased Services	\$0	\$0	\$0	\$0	\$0
Supplies and Materials	\$0	\$0	\$0	\$0	\$0
Capital Expenditures	\$0	\$0	\$0	\$0	\$0
Debt Service	\$26,937,463	\$27,393,530	\$27,394,520	0.00%	\$990
Other Expenditures	\$0	\$0	\$0	\$0	\$0
Other Financing Uses	\$-1,429	\$0	\$0	0.00%	\$0
<b>TOTAL ALL OTHER</b>	\$26,936,034	\$27,393,530	\$27,394,520	0.00%	\$990
<b>TOTAL EXPENSES</b>	\$26,936,034	\$27,393,530	\$27,394,520	0.00%	\$990

**FY 2026 Expense Budget Insight:**

Expense for FY 2026 is budgeted at \$27,394,520, which is a difference of \$990 or 0.00% from last fiscal year. **Salaries and Benefits** are budgeted to change by \$0 or \$0 to \$0. **Purchased Services** are budgeted to change by \$0 to \$0 and **Supplies and Equipment** is budgeted to change by \$0 to \$0.

View Filters

- Fund
  - 07 DEBT SERVICE FUND



FY 2026 Budget Summary - Revenue

Duluth Public School ISD 709

Local Revenue

**\$320,000**

FY 2026 Budgeted

15.90% Change from Prior Year

State Revenue

**\$0**

FY 2026 Budgeted

\$0 Change from Prior Year

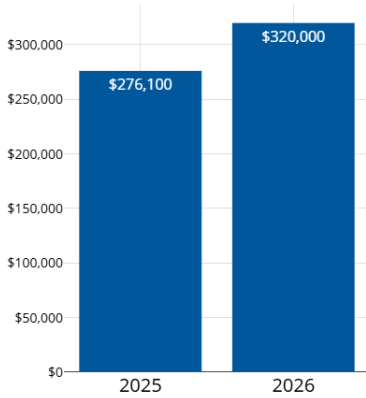
Federal Revenue

**\$0**

FY 2026 Budgeted

\$0 Change from Prior Year

Local Revenue



	FY2024 Actuals	FY2025 Budget	FY2026 Budget	Percent Change	Dollar Change
<b>Local Revenue</b>					
Property Tax Levy	\$0	\$0	\$0	\$0	\$0
Admission and Student Activities Revenue	\$0	\$0	\$0	\$0	\$0
All Other Local Revenue	\$0	\$276,100	\$320,000	15.90%	\$43,900
<b>TOTAL LOCAL REVENUE</b>	\$0	\$276,100	\$320,000	15.90%	\$43,900
<b>State Revenue</b>					
General Education Aid	\$0	\$0	\$0	\$0	\$0
State Aid for Special Education	\$0	\$0	\$0	\$0	\$0
All Other State Revenue	\$0	\$0	\$0	\$0	\$0
<b>TOTAL STATE REVENUE</b>	\$0	\$0	\$0	\$0	\$0
<b>Federal Revenue</b>					
Other Revenue Sources	\$0	\$0	\$0	\$0	\$0
<b>TOTAL REVENUE</b>	\$0	\$276,100	\$320,000	15.90%	\$43,900

View Filters

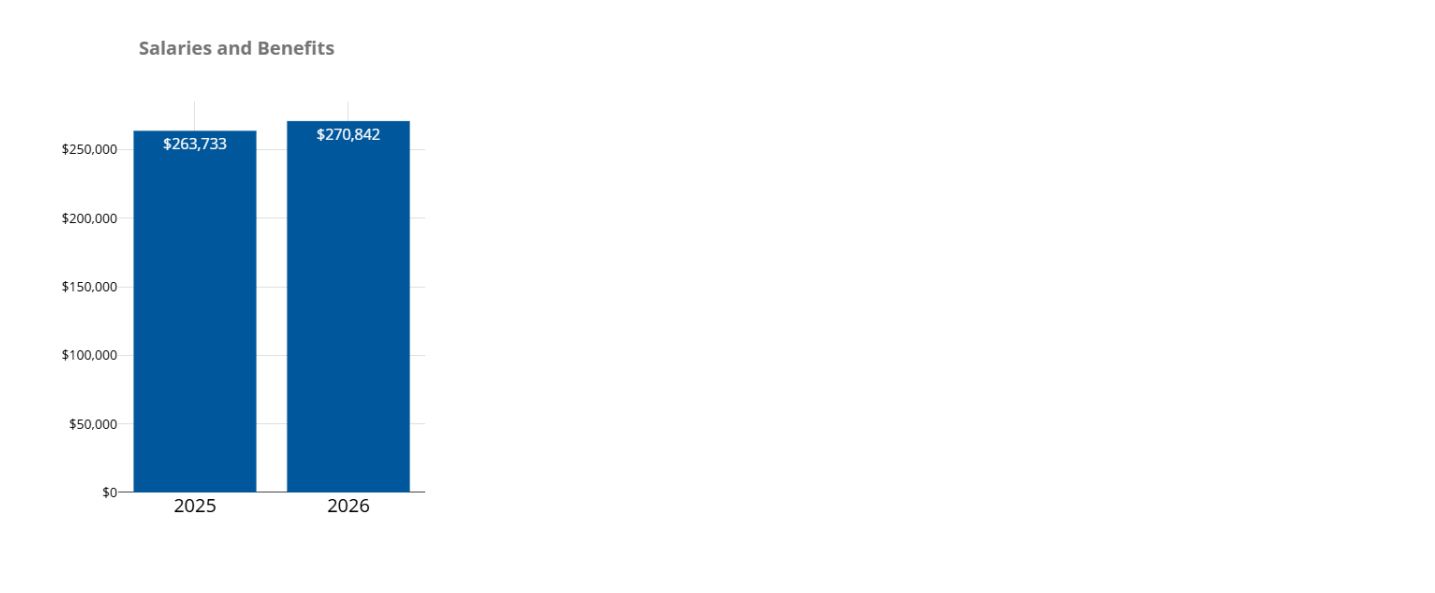
- Fund
  - 08 TRUST FUND



FY 2026 Budget Summary - Expense

Duluth Public School ISD 709

<p>Salaries and Benefits</p> <p><b>\$270,842</b></p> <p>FY 2026 Budgeted</p> <p>2.70% Change from Prior Year</p>	<p>Purchased Services</p> <p><b>\$0</b></p> <p>FY 2026 Budgeted</p> <p>\$0 Change from Prior Year</p>	<p>Supplies and Equipment</p> <p><b>\$0</b></p> <p>FY 2026 Budgeted</p> <p>\$0 Change from Prior Year</p>
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	FY2024 Actuals	FY2025 Budget	FY2026 Budget	Percent Change	Dollar Change
<b>Salaries and Benefits</b>					
Salaries and Wages	\$0	\$0	\$0	\$0	\$0
Employee Benefits	\$0	\$263,733	\$270,842	2.70%	\$7,109
<b>TOTAL SALARIES AND BENEFITS</b>	\$0	\$263,733	\$270,842	2.70%	\$7,109
<b>All Other Expenses</b>					
Purchased Services	\$0	\$0	\$0	\$0	\$0
Supplies and Materials	\$0	\$0	\$0	\$0	\$0
Capital Expenditures	\$0	\$0	\$0	\$0	\$0
Debt Service	\$0	\$0	\$0	\$0	\$0
Other Expenditures	\$0	\$0	\$0	0.00%	\$0
Other Financing Uses	\$0	\$0	\$0	\$0	\$0
<b>TOTAL ALL OTHER</b>	\$0	\$0	\$0	0.00%	\$0
<b>TOTAL EXPENSES</b>	\$0	\$263,733	\$270,842	2.70%	\$7,109

**FY 2026 Expense Budget Insight:**

Expense for FY 2026 is budgeted at \$270,842, which is a difference of \$7,109 or 2.70% from last fiscal year. **Salaries and Benefits** are budgeted to change by \$7,109 or 2.70% to \$270,842. **Purchased Services** are budgeted to change by \$0 to \$0 and **Supplies and Equipment** is budgeted to change by \$0 to \$0.

View Filters

- Fund
  - 08 TRUST FUND



FY 2026 Budget Summary - Revenue

Duluth Public School ISD 709

Local Revenue

**\$959,836**

FY 2026 Budgeted

1.04% Change from Prior Year

State Revenue

**\$0**

FY 2026 Budgeted

\$0 Change from Prior Year

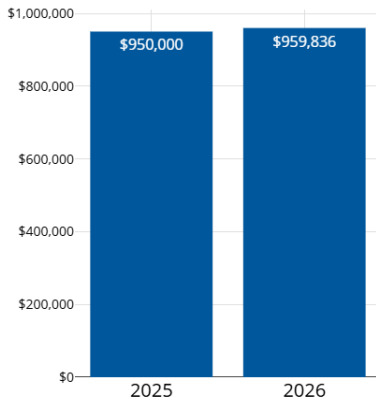
Federal Revenue

**\$0**

FY 2026 Budgeted

\$0 Change from Prior Year

Local Revenue



	FY2024 Actuals	FY2025 Budget	FY2026 Budget	Percent Change	Dollar Change
<b>Local Revenue</b>					
Property Tax Levy	\$0	\$0	\$0	\$0	\$0
Admission and Student Activities Revenue	\$0	\$0	\$0	\$0	\$0
All Other Local Revenue	\$1,002,486	\$950,000	\$959,836	1.04%	\$9,836
<b>TOTAL LOCAL REVENUE</b>	\$1,002,486	\$950,000	\$959,836	1.04%	\$9,836
<b>State Revenue</b>					
General Education Aid	\$0	\$0	\$0	\$0	\$0
State Aid for Special Education	\$0	\$0	\$0	\$0	\$0
All Other State Revenue	\$0	\$0	\$0	\$0	\$0
<b>TOTAL STATE REVENUE</b>	\$0	\$0	\$0	\$0	\$0
<b>Federal Revenue</b>					
Other Revenue Sources	\$0	\$0	\$0	\$0	\$0
<b>TOTAL REVENUE</b>	\$1,002,486	\$950,000	\$959,836	1.04%	\$9,836

View Filters

- Fund
  - 20 INTERNAL SERVICE FUND



FY 2026 Budget Summary - Expense

Duluth Public School ISD 709

<p>Salaries and Benefits</p> <p><b>\$960,456</b></p> <p>FY 2026 Budgeted</p> <p>10.33% Change from Prior Year</p>	<p>Purchased Services</p> <p><b>\$65,092</b></p> <p>FY 2026 Budgeted</p> <p>10.33% Change from Prior Year</p>	<p>Supplies and Equipment</p> <p><b>\$0</b></p> <p>FY 2026 Budgeted</p> <p>\$0 Change from Prior Year</p>
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	FY2024 Actuals	FY2025 Budget	FY2026 Budget	Percent Change	Dollar Change
<b>Salaries and Benefits</b>					
Salaries and Wages	\$0	\$0	\$0	\$0	\$0
Employee Benefits	\$992,549	\$870,564	\$960,456	10.33%	\$89,892
<b>TOTAL SALARIES AND BENEFITS</b>	\$992,549	\$870,564	\$960,456	10.33%	\$89,892
<b>All Other Expenses</b>					
Purchased Services	\$62,419	\$59,000	\$65,092	10.33%	\$6,092
Supplies and Materials	\$0	\$0	\$0	\$0	\$0
Capital Expenditures	\$0	\$0	\$0	\$0	\$0
Debt Service	\$0	\$0	\$0	\$0	\$0
Other Expenditures	\$0	\$0	\$0	\$0	\$0
Other Financing Uses	\$0	\$0	\$0	\$0	\$0
<b>TOTAL ALL OTHER</b>	\$62,419	\$59,000	\$65,092	10.33%	\$6,092
<b>TOTAL EXPENSES</b>	\$1,054,968	\$929,564	\$1,025,548	10.33%	\$95,984

**FY 2026 Expense Budget Insight:**

Expense for FY 2026 is budgeted at \$1,025,548, which is a difference of \$95,984 or 10.33% from last fiscal year. **Salaries and Benefits** are budgeted to change by \$89,892 or 10.33% to \$960,456. **Purchased Services** are budgeted to change by \$6,092 to \$65,092 and **Supplies and Equipment** is budgeted to change by \$0 to \$0.

View Filters

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  - 20 INTERNAL SERVICE FUND



FY 2026 Budget Summary - Revenue

Duluth Public School ISD 709

Local Revenue

**\$0**

FY 2026 Budgeted

\$0 Change from Prior Year

State Revenue

**\$313,509**

FY 2026 Budgeted

13.48% Change from Prior Year

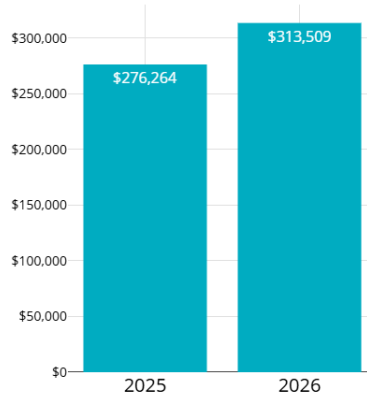
Federal Revenue

**\$0**

FY 2026 Budgeted

\$0 Change from Prior Year

State Revenue



	FY2024 Actuals	FY2025 Budget	FY2026 Budget	Percent Change	Dollar Change
<b>Local Revenue</b>					
Property Tax Levy	\$0	\$0	\$0	\$0	\$0
Admission and Student Activities Revenue	\$0	\$0	\$0	\$0	\$0
All Other Local Revenue	\$0	\$0	\$0	\$0	\$0
<b>TOTAL LOCAL REVENUE</b>	\$0	\$0	\$0	\$0	\$0
<b>State Revenue</b>					
General Education Aid	\$0	\$0	\$0	\$0	\$0
State Aid for Special Education	\$0	\$0	\$0	\$0	\$0
All Other State Revenue	\$0	\$276,264	\$313,509	13.48%	\$37,245
<b>TOTAL STATE REVENUE</b>	\$0	\$276,264	\$313,509	13.48%	\$37,245
<b>Federal Revenue</b>					
Other Revenue Sources	\$0	\$0	\$0	\$0	\$0
<b>TOTAL REVENUE</b>	\$0	\$276,264	\$313,509	13.48%	\$37,245

View Filters

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FY 2026 Budget Summary - Revenue

Duluth Public School ISD 709

Local Revenue

**\$0**

FY 2026 Budgeted

\$0 Change from Prior Year

State Revenue

**\$313,509**

FY 2026 Budgeted

13.48% Change from Prior Year

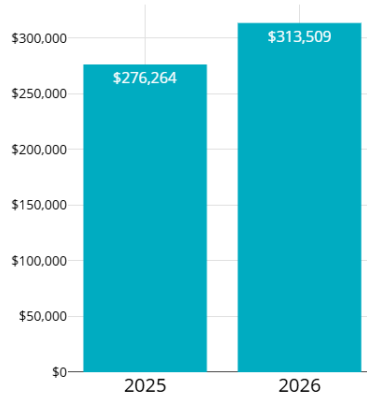
Federal Revenue

**\$0**

FY 2026 Budgeted

\$0 Change from Prior Year

State Revenue



	FY2024 Actuals	FY2025 Budget	FY2026 Budget	Percent Change	Dollar Change
<b>Local Revenue</b>					
Property Tax Levy	\$0	\$0	\$0	\$0	\$0
Admission and Student Activities Revenue	\$0	\$0	\$0	\$0	\$0
All Other Local Revenue	\$0	\$0	\$0	\$0	\$0
<b>TOTAL LOCAL REVENUE</b>	\$0	\$0	\$0	\$0	\$0
<b>State Revenue</b>					
General Education Aid	\$0	\$0	\$0	\$0	\$0
State Aid for Special Education	\$0	\$0	\$0	\$0	\$0
All Other State Revenue	\$0	\$276,264	\$313,509	13.48%	\$37,245
<b>TOTAL STATE REVENUE</b>	\$0	\$276,264	\$313,509	13.48%	\$37,245
<b>Federal Revenue</b>					
Other Revenue Sources	\$0	\$0	\$0	\$0	\$0
<b>TOTAL REVENUE</b>	\$0	\$276,264	\$313,509	13.48%	\$37,245

View Filters

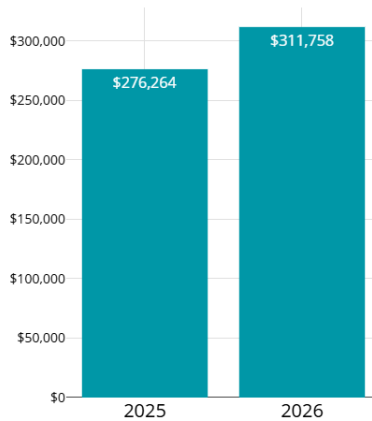
- Fund
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FY 2026 Budget Summary - Expense  
Duluth Public School ISD 709

<p>Salaries and Benefits</p> <p><b>\$0</b></p> <p>FY 2026 Budgeted</p> <p>\$0 Change from Prior Year</p>	<p>Purchased Services</p> <p><b>\$311,758</b></p> <p>FY 2026 Budgeted</p> <p>12.85% Change from Prior Year</p>	<p>Supplies and Equipment</p> <p><b>\$0</b></p> <p>FY 2026 Budgeted</p> <p>\$0 Change from Prior Year</p>
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Purchased Services



	FY2024 Actuals	FY2025 Budget	FY2026 Budget	Percent Change	Dollar Change
<b>Salaries and Benefits</b>					
Salaries and Wages	\$0	\$0	\$0	\$0	\$0
Employee Benefits	\$0	\$0	\$0	\$0	\$0
<b>TOTAL SALARIES AND BENEFITS</b>	\$0	\$0	\$0	\$0	\$0
<b>All Other Expenses</b>					
Purchased Services	\$0	\$276,264	\$311,758	12.85%	\$35,494
Supplies and Materials	\$0	\$0	\$0	\$0	\$0
Capital Expenditures	\$0	\$0	\$0	\$0	\$0
Debt Service	\$0	\$0	\$0	\$0	\$0
Other Expenditures	\$0	\$0	\$0	\$0	\$0
Other Financing Uses	\$0	\$0	\$0	\$0	\$0
<b>TOTAL ALL OTHER</b>	\$0	\$276,264	\$311,758	12.85%	\$35,494
<b>TOTAL EXPENSES</b>	\$0	\$276,264	\$311,758	12.85%	\$35,494

**FY 2026 Expense Budget Insight:**

Expense for FY 2026 is budgeted at \$311,758, which is a difference of \$35,494 or 12.85% from last fiscal year. **Salaries and Benefits** are budgeted to change by \$0 or \$0 to \$0. **Purchased Services** are budgeted to change by \$35,494 to \$311,758 and **Supplies and Equipment** is budgeted to change by \$0 to \$0.

View Filters

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**Policy Committee Meeting**  
Duluth Public Schools, ISD 709  
Agenda  
Tuesday, June 10, 2025  
District Services Center  
709 Portia Johnson Dr.  
Duluth, MN 55811  
3:30 PM

<b>1. AGENDA ITEMS</b>	
<b>2. POLICIES FOR FIRST READING</b>	
A. 501 Weapons Policy	2
B. 512 School Sponsored Student Publications and Activities (replacing 5080 Student Expression of Opinion)	17
<b>3. POLICIES FOR SECOND READING</b>	
A. 807 Health and Safety Policy	
1) 807 Health and Safety Policy (replacing 4165 Eye & Face Protection (Staff) & 5145 Eye and Face Protection for Students)	23
<b>4. POLICIES FOR REVIEW</b>	
A. 412 Expense Reimbursement	34
<b>5. REGULATIONS - Informational</b>	
A. 412R Expense Reimbursement	36
<b>6. OTHER</b>	
A. 412 Forms	41

## 501 SCHOOL WEAPONS POLICY

***[Note: School districts are required by statute to have a policy addressing these issues. ATTENTION: This policy incorporates certain provisions of the Minnesota Citizens' Personal Protection Act (often referred to as the "conceal and carry" law).]***

### I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public. Establishing a weapons free school zone is one element of creating a safe environment. Duluth Public Schools promotes the safe storage of guns in accordance with [School Board Resolution](#) for the safe storage of weapons.

### II. GENERAL STATEMENT OF POLICY

No student or non-student, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

### III. DEFINITIONS

#### A. "Weapon"

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

B. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

C. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

D. "Dangerous Weapon" means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees

Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.

#### IV. EXCEPTIONS

- A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.
- B. It shall not be a violation of this policy if a non-student (or student where specified) falls within one of the following categories:
1. Active licensed peace officers;
  2. Military personnel, or students or non-students participating in military training, who are on duty performing official duties;
  3. Persons authorized to carry a pistol under ~~Minn. Stat. §~~ **Minnesota Statute section** 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;
  4. Persons who keep or store in a motor vehicle pistols in accordance with ~~Minn. Stat. §§~~ **Minnesota Statute section** 624.714 or 624.715 or other firearms in accordance with ~~§~~ **Minnesota Statute section** 97B.045;
    - a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."
    - b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with ~~§§~~ **sections** 624.714 and 624.715.
  5. ~~Firearm safety or marksmanship courses or activities for students or non-students conducted on school property;~~
  6. Possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
  7. ~~A gun or knife show held on school property;~~
  8. ~~Possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or~~
  9. ~~Persons who are on unimproved property owned or leased by a child care~~

center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

**[Note: Nothing prevents a school district from being more stringent in its weapons policy with respect to students and school district employees than the criminal law, except that the school district may not prohibit the lawful carry or possession of firearms in a parking facility or parking area. Although some school districts may choose to incorporate all of the exceptions to the criminal law, other school districts may choose either not to incorporate some or all of the exceptions or to further limit them. For example, a school district may choose to require written permission from the superintendent, not just a principal, for someone to possess a dangerous weapon in a school location. This would impose a more stringent requirement than the exceptions to the general prohibition of having a weapon on school grounds set forth in Minnesota Statutes, section 609.66, Subdivision 1d (f) listed in Section IV.B. above. However, a school district may not regulate firearms, ammunition, or their respective components, when possessed or carried by nonstudents or nonemployees, in a manner that is inconsistent with Minnesota Statutes, section 609.66, Subdivision 1d.]**

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use, or distribution of weapons by students or non-students, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or non-students. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

1. A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to non-student permit-holders authorized under ~~Minn. Stat. §~~ **Minnesota Statute section** 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.
2. An employee who is a permit-holder authorized under Minn. Stat. § 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle must receive written permission from the Superintendent/designee; furthermore, the firearm must have a trigger lock and be stored in a locked container or locked compartment of the vehicle.

**V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/ DISTRIBUTION**

- A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students **willfully** possessing, using, or distributing weapons shall include:
1. Immediate out-of-school suspension;

2. Confiscation of the weapon;
  3. Immediate notification of police;
  4. Parent or guardian notification; and
  5. Recommendation to the Superintendent of dismissal for a period of time not to exceed one year.
- B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.
- C. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.
- ED. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the Superintendent **or designee** may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

## VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

- A. Employees
1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.
  2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.
  3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

***[Note: An employer may establish policies that restrict the carry or possession of firearms by its employees while acting in the course and scope of employment. Employment-related sanctions may be invoked for a violation. Thus, for example, reasonable limitations may be imposed on the method of storing firearms by permit-holding employees while at work or performing employment-related duties. Reasonable limitations may include requiring firearms to have trigger locks and to be stored in a locked container or locked compartment of the vehicle.]***

- B. Other Non-Students
1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.

2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

## **VII. REPORTS OF DANGEROUS WEAPON INCIDENTS IN SCHOOL ZONES**

The school district must electronically report to the Minnesota Commissioner of Education incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes section 121A.06.

**Legal References:** Minn. Stat. § 97B.045 (Transportation of Firearms)  
Minn. Stat. § 121A.05 (~~Referral to Police~~ **Policy to Refer Firearms Possessor**)  
**Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)**  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)  
**Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)**  
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)  
Minn. Stat. § 609.605 (Trespass)  
Minn. Stat. § 609.66 (Dangerous Weapons)  
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)  
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)  
18 U.S.C. § 921 (Definition of Firearm)  
*In re C.R.M.* 611 N.W.2d 802 (Minn. 2000)  
*In re A.D.*, 883 N.W.2d 251 (Minn. 2016)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
**MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)**

First Reading: 2/26/2019

**Adopted: 4/23/2019 ISD 709**

## **501 SCHOOL WEAPONS POLICY**

### **I. PURPOSE**

The purpose of this policy is to assure a safe school environment for students, staff and the public.

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

No student or non-student, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

### **III. DEFINITIONS**

#### **A. "Weapon"**

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

B. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

C. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

#### **IV. EXCEPTIONS**

- A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.
- B. It shall not be a violation of this policy if a non-student (or student where specified) falls within one of the following categories:
1. Active licensed peace officers;
  2. Military personnel, or students or non-students participating in military training, who are on duty performing official duties;
  3. Persons authorized to carry a pistol under Minn. Stat. § 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;
  4. Persons who keep or store in a motor vehicle pistols in accordance with Minn. Stat. §§ 624.714 or 624.715 or other firearms in accordance with § 97B.045;
    - a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."
    - b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with §§ 624.714 and 624.715.
  5. Firearm safety or marksmanship courses or activities for students or non-students conducted on school property;
  6. Possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
  7. A gun or knife show held on school property;
  8. Possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or

9. Persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use, or distribution of weapons by students or non-students, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or non-students. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

1. A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to non-student permit-holders authorized under Minn. Stat. § 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.
2. An employee who is a permit-holder authorized under Minn. Stat. § 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle must receive written permission from the Superintendent/designee; furthermore, the firearm must have a trigger lock and be stored in a locked container or locked compartment of the vehicle.

**V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/ DISTRIBUTION**

- A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students possessing, using, or distributing weapons shall include:
1. Immediate out-of-school suspension;
  2. Confiscation of the weapon;
  3. Immediate notification of police;
  4. Parent or guardian notification; and
  5. Recommendation to the Superintendent of dismissal for a period of

time not to exceed one year.

- B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.

- C. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the Superintendent or designee may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

## **VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS**

- A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.
2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.
3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

- B. Other Non-Students

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.
2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

**Legal References:** Minn. Stat. § 97B.045 (Transportation of Firearms)  
Minn. Stat. § 121A.05 (Referral to Police)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)  
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)  
Minn. Stat. § 609.605 (Trespass)  
Minn. Stat. § 609.66 (Dangerous Weapons)

Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)  
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)  
18 U.S.C. § 921 (Definition of Firearm)  
*In re C.R.M.* 611 N.W.2d 802 (Minn. 2000)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 525 (Violence Prevention)

First Reading: 2/26/2019  
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Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 501

Orig. 1995

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

Rev. 2021

## **501 SCHOOL WEAPONS POLICY**

***[Note: School districts are required by statute to have a policy addressing these issues. ATTENTION: This policy incorporates certain provisions of the Minnesota Citizens' Personal Protection Act (often referred to as the "conceal and carry" law).]***

### **I. PURPOSE**

The purpose of this policy is to assure a safe school environment for students, staff and the public.

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

No student or nonstudent, including adults and visitors, shall possess, use, or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

### **III. DEFINITIONS**

#### **A. "Weapon"**

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
2. No person shall possess, use, or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

B. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

C. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

D. "Dangerous Weapon" means any firearm, whether loaded or unloaded, or any device

designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.

#### **IV. EXCEPTIONS**

- A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.
  
- B. It shall not be a violation of this policy if a nonstudent (or student where specified) falls within one of the following categories:
  - 1. active licensed peace officers;
  - 2. military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;
  - 3. persons authorized to carry a pistol under Minnesota Statutes section 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;
  - 4. persons who keep or store in a motor vehicle pistols in accordance with Minnesota Statutes section 624.714 or 624.715 or other firearms in accordance with Minnesota Statutes section 97B.045;
    - a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."
    - b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with Sections 624.714 and 624.715.
  - 5. firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;
  - 6. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
  - 7. a gun or knife show held on school property;

8. possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or
9. persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

***[Note: Nothing prevents a school district from being more stringent in its weapons policy with respect to students and school district employees than the criminal law, except that the school district may not prohibit the lawful carry or possession of firearms in a parking facility or parking area. Although some school districts may choose to incorporate all of the exceptions to the criminal law, other school districts may choose either not to incorporate some or all of the exceptions or to further limit them. For example, a school district may choose to require written permission from the superintendent, not just a principal, for someone to possess a dangerous weapon in a school location. This would impose a more stringent requirement than the exceptions to the general prohibition of having a weapon on school grounds set forth in Minnesota Statutes, section 609.66, Subdivision 1d (f) listed in Section IV.B. above. However, a school district may not regulate firearms, ammunition, or their respective components, when possessed or carried by nonstudents or nonemployees, in a manner that is inconsistent with Minnesota Statutes, section 609.66, Subdivision 1d.]***

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use, or distribution of weapons by students or nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or nonstudents. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to nonstudent permit-holders authorized under Minnesota Statutes section 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

**V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/ DISTRIBUTION**

- A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students willfully possessing, using, or distributing weapons shall include:
  1. immediate out-of-school suspension;
  2. confiscation of the weapon;

3. immediate notification of police;
  4. parent or guardian notification; and
  5. recommendation to the superintendent of dismissal for a period of time not to exceed one year.
- B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.
- C. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.
- D. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

## VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

- A. Employees
1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.
  2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.
  3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

***[Note: An employer may establish policies that restrict the carry or possession of firearms by its employees while acting in the course and scope of employment. Employment-related sanctions may be invoked for a violation. Thus, for example, reasonable limitations may be imposed on the method of storing firearms by permit-holding employees while at work or performing employment-related duties. Reasonable limitations may include requiring firearms to have trigger locks and to be stored in a locked container or locked compartment of the vehicle.]***

- B. Other Nonstudents
1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.
  2. If appropriate, law enforcement will be notified of the policy violation by the

member of the public and may be asked to provide an escort to remove the member of the public from the school location.

## **VII. REPORTS OF DANGEROUS WEAPON INCIDENTS IN SCHOOL ZONES**

The school district must electronically report to the Minnesota Commissioner of Education incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes section 121A.06.

**Legal References:** Minn. Stat. § 97B.045 (Transporting Firearms)  
Minn. Stat. § 121A.05 (Policy to Refer Firearms Possessor)  
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)  
Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)  
Minn. Stat. § 609.02, subd. 6 (Definition of Dangerous Weapon)  
Minn. Stat. § 609.605 (Trespass)  
Minn. Stat. § 609.66 (Dangerous Weapons)  
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)  
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)  
18 U.S.C. § 921 (Definition of Firearm)  
*In re C.R.M.*, 611 N.W.2d 802 (Minn. 2000)  
*In re A.D.*, 883 N.W.2d 251 (Minn. 2016)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

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

MSBA/MASA Model Policy  
512

Orig. 1995  
Rev. 2024

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

## **512 SCHOOL-SPONSORED STUDENT PUBLICATIONS AND ACTIVITIES**

### **I. PURPOSE**

The purpose of this policy is to protect students' rights to free speech in production of school-sponsored media and activities while at the same time balancing the school district's role in supervising student publications and the operation of public schools.

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

- A. Expressions and representations made by students in school-sponsored publications and activities are not expressions of official school district policy. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.
- B. Students who believe their right to free expression has been unreasonably restricted in school-sponsored media or activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
  - 1. Students producing school-sponsored media and activities shall be under the supervision of a faculty advisor and the school principal. School-sponsored media and activities shall be subject to the guidelines set forth below.
  - 2. School-sponsored media may be distributed at reasonable times and locations.

### **III. DEFINITIONS**

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting, or displaying material, or placing materials in internal staff or student mailboxes.
- B. "Material and substantial disruption" of a normal school activity means:
  - 1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
  - 2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- C. "Minor" means any person under the age of eighteen (18).

- D. "Obscene to minors" means:
1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
  2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
  3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- E. "School activities" means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- F. "School-sponsored media" means material that is:
1. prepared, wholly or substantially written, published, broadcast, or otherwise disseminated by a student journalist enrolled in the school district;
  2. distributed or generally made available to students in the school; and
  3. prepared by a student journalist under the supervision of a student media adviser.
- School-sponsored media does not include material prepared solely for distribution or transmission in the classroom in which the material is produced, or a yearbook.
- G. "Student journalist" means a school district student in grades 6 through 12 who gathers, compiles, writes, edits, photographs, records, or otherwise prepares information for dissemination in school-sponsored media.
- H. "Student media adviser" means a qualified teacher, as defined in Minnesota Statutes, section 122A.16, that the school district employs, appoints, or designates to supervise student journalists or provide instruction relating to school-sponsored media.

#### **IV. GUIDELINES**

- A. Except as provided in paragraph B below, a student journalist has the right to exercise freedom of speech and freedom of the press in school-sponsored media regardless of whether the school-sponsored media receives financial support from the school or district, uses school equipment or facilities in its production, or is produced as part of a class or course in which the student journalist is enrolled. Freedom of speech includes freedom to express political viewpoints. Consistent with paragraph B below, a student journalist has the right to determine the news, opinion, feature, and advertising content of school-sponsored media. The school district must not discipline a student journalist for exercising rights or freedoms under this paragraph or the First Amendment of the United States Constitution.
- B. Student expression in school-sponsored media, a yearbook, or school-sponsored activity is prohibited when the material:

1. is obscene to minors;
  2. is defamatory;
  3. is profane, harassing, threatening, or intimidating;
  4. constitutes an unwarranted invasion of privacy;
  5. violates federal or state law;
  6. causes a material and substantial disruption of school activities;
  7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
  8. advertises or promotes any product or service not permitted for minors by law;
  9. advocates sexual, racial, or religious harassment or violence or prejudice; or
  10. is distributed or displayed in violation of time, place, and manner regulations.
- C. The school district must not retaliate or take adverse employment action against a student media adviser for supporting a student journalist exercising rights or freedoms under paragraph A above or the First Amendment of the United States Constitution.
- D. Notwithstanding the rights or freedoms of this Article or the First Amendment of the United States Constitution, nothing in this Article inhibits a student media adviser from teaching professional standards of English and journalism to student journalists.

These professional standards may include, but are not limited to, the following:

1. assuring that participants learn whatever lessons the activity is designed to teach;
  2. assuring that readers or listeners are not exposed to material that may be inappropriate for their level of maturity;
  3. assuring that the views of the individual speaker are not erroneously attributed to the school;
  4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;
  5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;
  6. assuring that the school is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.
- E. Time, Place, and Manner of Distribution

Students shall be permitted to distribute written materials at school as follows:

1. Time

Distribution shall be limited to the hours before the school day begins, during lunch hour and after school is dismissed.

2. Place

Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entry ways, and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

3. Manner

No one shall induce or coerce a student or staff member to accept a student publication.

**V. POSTING**

The school district must adopt a student journalist policy consistent with Minnesota Statutes, section 121A.80 and post it on the district website.

**Legal References:** U. S. Const., amend. I  
*Morse v. Frederick*, 551 U.S. 393 (2007)  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260 (1988)  
*Bystrom v. Fridley High School, I.S.D. No. 14*, 822 F. 2d 747 (8<sup>th</sup> Cir. 1987)  
Minn. Stat. § 121A.03 (Model Policy)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. § 121A.80 (Student Journalism; Student Expression)

**Cross References:** Policy 505 (Distribution of Non-school-Sponsored Materials on School Premises by Students and Employees)  
Policy 506 (Student Discipline)  
Policy 904 (Distribution of Materials on School District Property by Non-school Persons)

## **~~5080 STUDENT EXPRESSION OF OPINION~~**

~~Students, as any other citizens, have the right to express their opinion. Historically, the school has been a place for the exchange of ideas and the dissemination of information; consequently, the schools should provide all possible opportunities for students to discuss issues and to express their opinions on school policies, programs of studies, and areas of public concern. Such discussions should be carried on in an atmosphere of mutual respect with all points of view having equal opportunity to be presented.~~

~~Although students have the right to express opinions, to make suggestions to school administrators and faculty, and to be heard in the setting up of rules of conduct, until changes are made, they must follow the established rules and policies of the school. Any outside person who interferes with the normal functioning of the school or who engages in any unauthorized activity on school property shall be asked to leave, and if he refuses to do so, the school administrator or teacher in charge shall request his removal by law enforcement officers.~~

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

~~Revised: 0-6-20-1995 ISD-709~~

Duluth Public Schools ISD 709 | 215 N First Avenue East | Duluth, MN 55802 | (218) 336-8752

## **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 shall form a health and safety advisory committee, referred to as the Occupational Safety Committee, to be chaired by the Health, Safety, and Environmental Coordinator. The 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 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 Occupational Safety Committee shall carry out all of the duties established under ~~Minn. Stat. §~~ **Minnesota Statute section** 182.676.

### **III. EMPLOYEE PROCEDURES**

- A. Based upon recommendations from the 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 Health, Safety, and Environmental Coordinator on an annual basis and shall be made available on **the staff portal of 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 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 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 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 **Occupational Safety 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. § 121A.32 \(Eye Protective Devices\)](#)  
Minn. Stat. § 123B.56 (Health, Safety, and Environmental Management)  
Minn. Stat. § 123B.57 (Capital Expenditure; Health and Safety)  
Minn. Stat. § 182 (Occupational Safety and Health)  
Minn. Rules Part 5208.0010 (Applicability)  
Minn. Rules Part 5208.0070 (Accident and Injury Reduction Program; Alternative Forms of Committee)  
29 CFR § 1910 (OSHA General Industry Standards)  
29 CFR § 1926 (OSHA Construction Standards)

**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: 04.26.2022  
Second Reading: 05.17.2022

## 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)
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32. Underground and Above Ground Storage Tanks
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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: \_\_\_\_\_

MSBA/MASA Model Policy 412

Orig. 1995

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

Rev. 2008

## 412 EXPENSE REIMBURSEMENT

*[Note: School districts are required by statute to have a policy addressing these issues.]*

### I. PURPOSE

The purpose of this policy is to identify school district business expenses **and how they are either prepaid by the District or reimbursed to the employee.** ~~that involve initial payment by an employee and qualify for reimbursement from the school district, and to specify the manner by which the employee seeks reimbursement.~~

### II. AUTHORIZATION

All school district business expenses to be **prepaid or** reimbursed must be approved by the supervising administrator. Such expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district business-related expenses.

### III. PREPAYMENT

- A. Requests for prepayment of expenses must be on the official school district form and are submitted to the designated administrator for review and approval. Supporting documentation must also be attached.

### IIIIV. REIMBURSEMENT

- A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, **meals, parking** and other reasonable and necessary expenses must be attached to the reimbursement form.
- B. Automobile travel shall be reimbursed at the mileage rate set by the **Internal Revenue Service** ~~school board~~. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

### IVV. AIRLINE TRAVEL CREDIT

- A. Employees utilizing school district funds to pay for airline travel are required to ensure that any credits or other benefits issued by any airline accrue to the benefit of the school district rather than the employee.
  - 1. To the extent an airline will not honor a transfer or assignment of credit or benefit from the employee to the school district, the employee shall report receipt of the credit or benefit to the designated administrator within 90 days of receipt of the credit or benefit.
  - 2. Reports of the receipt of an airline credit or benefit shall be made in writing and shall include verification from the airline as to the credit or benefit received. Reimbursement for airline travel expenses will not be made until such documentation is provided.

- B. Employees who have existing credits or benefits issued by an airline based upon previously reimbursed airline travel for school district purposes will be required to utilize those credits or benefits toward any subsequent airline travel related to school district purposes, prior to reimbursement for such travel, to the extent permitted and/or feasible.
- C. The requirements of this section apply to all airline travel, regardless of where or how the tickets are purchased.

**VI. MONITORING**

The Finance Department will monitor reimbursement for adherence to applicable policies before reimbursement are made.

**VVVI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES**

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

**Legal References:** Minn. Stat. § 15.435 (Airline Travel Credit)  
 Minn. Stat. § 471.665 (Mileage Allowances)  
 Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)  
 Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)  
 Minn. Op. Atty. Gen. 161B-12 (Jan. 24, 1989) (Operating Expenses of Car)

**Cross References:** MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)

New Policy  
 Replacing: 3135, 3136  
 First Reading: 07-16-2019  
 Adopted: 08-20-2019

## 412R EXPENSE REIMBURSEMENT

All employees must complete the appropriate forms when claiming and applying for expenses under Policy 412.

- Preapproval for Professional Leave and/or Travel
- Reimbursement for Actual Travel Expenses (accompanied by Preapproval when submitting for reimbursement)
- Invoice/Reimbursement Form (when requesting for reimbursements for things like in-district mileage, **supplies, fees, etc. when approved by the direct supervisor.**)

All travel including in and out of town workshops and seminars must be approved in advance by the appropriate supervisor. The pre-approval form must be attached to a Professional Leave Request Form.

All travel must be within the budgets established by the School Board. Travel costs shall be incurred in such a manner that actual dollar costs and employee time are minimized.

Effective July 1, 2019, meal reimbursements are limited to the per diem rate of up to fifty dollars (~~\$50~~**\$47**) per day. See graph on next page for breakdown by meal.

All reimbursement requests ~~must be claimed within a reasonable period of time. All requests~~ must be submitted within 60 days after they were paid or were incurred to be reimbursed by the District. **All reimbursements received (mileage, lodging, travel, conference fees, meals) after 60 days they were paid for will not be reimbursed.**

Any excess advances must be returned to the District within 30 days after the date the expense was paid or incurred.

### OUT-OF-STATE TRAVEL

All out-of-state travel must be germane to the School District's mission and approved by the Superintendent or designee. Out-of-state travel must be approved by the Superintendent or designee at least two weeks in advance unless air travel is needed, then a minimum of three weeks' notice is needed, unless some sort of an approvable emergency arises.

All arrangements for air travel must be coordinated by the Business Services' designee. Only **each economy** travel is permissible unless the difference between first class and ~~each~~ **economy** fare is (1) pre-paid by the employee, Board member or community member, (2) is required by law, or (3) is less costly than a 21-day advance coach fare.

According to Minnesota State Statute 15.435 "Whenever public funds are used to pay for airline travel by an elected official or public employee, any credits or other benefits issued by any airline must accrue to the benefit of the public body providing the funding". Therefore, all air travel rewards/credits shall be credited to an account set up for the individual through the District. All District related travel credits must be credited to the individual's District account, and once a reward is earned the reward can be used for District related travel only.

### TRAVEL EXPENSES/REIMBURSEMENT

Reimbursement rates for travel shall be within Board adopted or amended budget guidelines and travel shall be at the most reasonable rate. Registration fees and banquet events shall be at actual costs. All costs must be reasonable and necessary. If a conference or seminar has an agenda, a copy of that agenda is to be attached to the Reimbursement Request.

**Reimbursements for meals are limited to the following amounts:**

**MEAL LIMITATIONS (Effective July 1, 2019)**

	<b>Per Meal Rate</b>
Breakfast up to	\$10.00
Lunch up to	\$14.00
Dinner up to	\$23.00
<b>Full day per diem</b>	\$47.00 per day

~~Receipts are not needed when the full day per diem rate is claimed.~~

If the workshop, conference, seminar, etc. has meals included in the cost of registration, the full day per diem may not be claimed, only the meals which must be purchased. A copy of the agenda must be included with reimbursement requests. Receipts are required to receive up to but not to exceed per diem rate.

**When claiming individual meals:**

1. Breakfast: An employee may not claim reimbursement for breakfast unless the employee was required to leave home before 6:00 a.m. or to be away from home overnight.
2. Lunch: An employee may not claim reimbursement for lunch unless the employee has traveled more than thirty-five (35) miles from the employee's regular or temporary workstation.
3. Dinner: An employee may not claim reimbursement for dinner unless the employee was still in a travel status after 7:00 p.m. or away from home overnight.
4. If an employee is claiming reimbursement for a meal, the employee must indicate the starting and ending time of the travel.

**VEHICLE EXPENSE REIMBURSEMENT:**

~~Limousine,~~ Bus service, taxi, car service or car rental must be at the most reasonable or efficient convenient rate that can be demonstrated. This District has an arrangement with a local car agency for car rentals.

Parking receipts must be submitted with the reimbursement forms.

Allowance for use of private vehicle is to reflect the current IRS approved reimbursement rate. Because it is possible that the rate may change within a reimbursement period, it is the employee's responsibility to ensure the reimbursement is submitted at the proper rate/rates.

The District reserves the right to establish an effective date different than the IRS effective date. District reimbursement rates and the effective dates will be posted on the District web site. The

employee must provide actual odometer readings or use the mileage allowed per the District's official mileage charts.

The employee must submit airline travel credits (i.e. mileage, etc.) or other benefits (i.e. monetary vouchers for future travel, etc.) earned to the Business Services' designee within 14 days of the date of the return. A brief explanation of the reason for receiving the credit or benefit must be attached.

~~Long distance business-related telephone calls or other identified incidental expenses necessary for business purposes must be verified for appropriateness.~~

## **MILEAGE REIMBURSEMENT FOR USE OF PRIVATE VEHICLES**

Personnel who incur expenses for official travel shall be reimbursed in accordance with the following guidelines at the official rate of reimbursement as established by the Internal Revenue Service.

### **GENERAL INFORMATION:**

1. All mileage claims must be logged on the School District's mileage log form.
2. Only those mileage claims submitted for reimbursement within sixty (60) days after they are incurred will be reimbursed.
3. No allowance will be made for mileage between an employee's residence and his/her work place for the first report to work and the first return home in any regular work day.
4. When an employee is required to report to a different work destination at the beginning of the day than they are normally assigned, the employee will be reimbursed for the lesser of the two: either the mileage from their home to the new destination or the mileage from their normal work location to the new destination.
5. All reimbursement claims must be submitted on an expense voucher accompanied by a copy of the log covering the period for which the claim is made. The log must be complete with sufficient information included so that it is easily understandable. Logs will be returned to the originator whenever information is incomplete.
6. On trips from school location to school location, mileage claimed may be based on actual odometer readings (not trip counter readings). If the actual odometer readings are not provided, the District's mileage chart must be used.

### **SPECIFIC INFORMATION:**

Mileage may be claimed when the employee:

1. Performs visits to pupil residence for parent/guardian consultation.
2. Attends meetings called by the administration.
3. Performs work at a second location in any one work day.
4. Returns a sick student to the student's residence.

5. Attends evening events such as P.T.A. meetings, citizen committee meetings, School Board or School Board Committee meetings, but only if the employee is officially asked to be present or has an official duty to perform.
6. Attends in an official capacity (e.g., coach, assistant coach, assigned administrator) an extra- or co-curricular event.
7. Responds to emergency situations during normal non-work hours.
8. Is required to visit various agencies, business establishments, banks, and other related areas for business or instructional reasons.

### **IN-DISTRICT MEALS AND REFRESHMENTS**

For an in-district meal or refreshment expenditure to be reimbursable to an employee or paid directly to a vendor, it must meet the criteria of being necessary, reasonable, and must directly serve a public purpose. Meal and meeting expenditures that are allowable consist of the following:

1. A meal expenditure may be permissible if only a breakfast, noon, or dinner meeting is possible and participants from outside of the School District are available only at that time.
2. A meal is provided at a training session and the session is conducted throughout the reasonable meal time.
3. A meal is available in lieu of overtime pay.
4. Coffee, soft drinks and/or juices and snacks are permissible for staff meetings.
5. A meal is reimbursable to an administrator or Board member if the meal is the product of an organization, other than the district itself, and attendance is necessarily beneficial to the School District and such benefits could not be obtained other than by attending the meal itself.
- ~~6. A meal is provided in lieu of hiring a substitute teacher.~~
7. Modest refreshments such as coffee, soft drinks, and/or juices and snacks may be provided at functions where members of the general public are in attendance.
8. Individuals who are not District employees are not entitled to travel expenses such as meals, lodging, or transportation unless prior approval has been given by the Superintendent or the appropriate director.
9. A modest meal can be provided students, parents, and staff if part of a school or District sponsored educational event or activity.
10. Reasonable transportation and childcare expenses may be permissible for parents who may otherwise not be able to attend an educational event or activity at their son/daughter's school or program. The expenditure would require prior approval by the building principal or program administrator and would be paid to the service provider upon proper documentation.
11. If the budget for a program or grant which includes specific funding for parent or community involvement is approved by the Board and a State Agency, the expenditure of such funds is appropriate and can be approved by the administrator responsible for the

program or grant.

12. The Chair of the School Board shall have the prerogative to determine if a meal is needed for a Board meeting, committee meeting, or in-service meeting.
13. All expenditures for meals other than the twelve listed above are the personal responsibility of the School District employee who incurred the expense.

The Superintendent may grant exceptions to these general rules based on need to attend and availability of funds.

Approved: 06-09-1970

Revised:	04-20-1976	03-21-1995	06-21-2005
	10-09-1979	06-20-1995	10-18-2005
	08-14-1984	02-17-1998	01-01-2007
	08-11-1987	03-21-2000	01-20-2009
	11-13-1990	07-17-2001	03-18-2015
	01-18-1994	10-19-2004	06-16-2015
Revised and Renumbered from 3136R:			08-20-2019

## Preapproval for Professional Leave and/or Travel

See POLICY 412 prior  
to submitting request.

Submit all copies to the appropriate supervisor **FIVE** working days prior to in district leave and **TEN** working days prior to travel out of district or out of state.

Application Date \_\_\_\_\_ Name \_\_\_\_\_ Employee ID \_\_\_\_\_ Position \_\_\_\_\_

Building \_\_\_\_\_ Attending (*conference, meeting, etc.*) \_\_\_\_\_

Location and address of conference: \_\_\_\_\_

Specific dates of leave/travel \_\_\_\_\_ to \_\_\_\_\_ Number of days away from work \_\_\_\_\_

Reason for attendance \_\_\_\_\_ Requested by \_\_\_\_\_

### COMPLETE ONLY WHEN OUTSIDE AGENCY IS TO BE BILLED FOR A SUBSTITUTE

INVOICE TO: Name/Agency \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

### ESTIMATED COST OF TRAVEL

**KEY BUDGET CODE** ▶ \_\_\_\_\_

Will this travel be paid with Federal funds?  Yes  No

**Airfare**

**IN AND OUT  
OF STATE**

366 / 368

Must complete Form 412-A prior to travel arrangements and submit to Business Office.

\$ \_\_\_\_\_

**Transportation**

366 / 368

Personal Car  Rental Car  Taxi  Shuttle

Mileage: \_\_\_\_\_ miles @ \_\_\_\_\_¢ (*current rate*)

\$ \_\_\_\_\_

**Conference Fee or Tuition**

366 / 368

Attach copy of conference brochure or information.

\$ \_\_\_\_\_

**Lodging and Meals**

366 / 368

Lodging: \_\_\_\_\_ nights @ \$ \_\_\_\_\_ /night (*include tax*)

Meals: \_\_\_\_\_ per day @ \$ \_\_\_\_\_ /day

**Meal Per diem  
Max \$47/day:**

*Receipts REQUIRED for meal per diem -- claimant will not automatically be given per diem rate without original receipts.*

Breakfast - \$10 Lunch - \$14 Dinner - \$23

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Other Expenses** (i.e. parking, baggage fees, etc.)

Specify: \_\_\_\_\_

\$ \_\_\_\_\_

**Sub Expenses** (Certified / Non-Certified)

145 / 146

Substitute Required?  Yes  No

1st Choice \_\_\_\_\_ 2nd Choice \_\_\_\_\_

Dept/Program responsible for sub cost: \_\_\_\_\_

\$ \_\_\_\_\_

SFE JOB NO. \_\_\_\_\_

**TOTAL**

\$ \_\_\_\_\_

### APPROVAL

\_\_\_\_\_  
*Principal / Supervisor*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Program Manager / Director (if needed)*

\_\_\_\_\_  
*Date*

**ACTUAL REIMBURSEMENT REQUEST MUST BE MADE WITHIN 60 DAYS OF FIRST DAY OF TRAVEL ON FORM 412-R.  
DISTRIBUTE AS FOLLOWS ONCE APPROVAL SIGNATURES ARE OBTAINED.**

465

**Independent School District 709**  
**Reimbursement Claim for Actual Travel Expenses**

Date: \_\_\_\_\_

See Policy 412, Regulation 412R prior to submitting request.  
Travel claims must be submitted within 60 calendar days of first day of travel.

Claimant's Name: \_\_\_\_\_ Site: \_\_\_\_\_ Employee ID: \_\_\_\_\_

Home Address: \_\_\_\_\_ City, State & Zip: \_\_\_\_\_

Conference/Seminar: \_\_\_\_\_ Location of Conference (city, state): \_\_\_\_\_

Dates - From: \_\_\_\_\_ Departure Time: \_\_\_\_\_ To: \_\_\_\_\_ Return Time: \_\_\_\_\_

**REIMBURSEMENT REQUESTED AS FOLLOWS:**

**KEY BUDGET CODE**

▶ \_\_\_\_\_

**Did you attach?**

- Approved Professional Leave       Proof of Insurance  
 Original Receipts                       Agenda or Brochure

**Airfare**

366 (In & Out of State)     368 (Out of State-Federal ONLY)      Amount: \$ \_\_\_\_\_

**Transportation**

366 (In & Out of State)     368 (Out of State-Federal ONLY)  
 Personal Car - Mileage: \_\_\_\_\_ miles @ \_\_\_\_\_¢ (current rate)     Rental Car     Taxi     Shuttle      Amount: \$ \_\_\_\_\_

**Conference Fee or Tuition**

366 (In & Out of State)     368 (Out of State-Federal ONLY)     Prepaid by ISD709     Not Prepaid      Amount: \$ \_\_\_\_\_

**Lodging and Meals**

366 (In & Out of State)     368 (Out of State-Federal ONLY)     Prepaid by ISD709     Not Prepaid

Lodging from (date): \_\_\_\_\_ to \_\_\_\_\_ Lodging Total: \$ \_\_\_\_\_ (attach receipt)

Dates	Breakfast	Lunch	Supper	Total Per Day
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
Meal Totals:	\$ _____	\$ _____	\$ _____	\$ _____

**Meal Per diem:**  
Max \$47/day:    Breakfast - \$10  
                         Lunch - \$14  
                         Dinner - \$23

*Receipts REQUIRED for meal per diem -- claimant will not automatically be given per diem rate without original receipts.*

Lodging & Meals Amount: \$ \_\_\_\_\_

**Other Expenses**

Specify: \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_ Amount: \$ \_\_\_\_\_

**Totals**

SubTotal of Reimbursement: \$ \_\_\_\_\_  
Less Prepaid Total: \$ \_\_\_\_\_  
**Grand Total of Reimbursement:** \$ \_\_\_\_\_

**A U T H O R I Z A T I O N S**

**InSTRuCTIONs:** If actual expenses fall within 10% of the **pre-approved estimated** costs, no additional approval is required. The form should be sent to Accounts Payable for processing. If actual expenses **exceed** the pre-approved estimated costs by more than 10%, the claimant must obtain additional approval from the Program Manager / Supervisor before submitting to Accounts Payable.

\_\_\_\_\_  
Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Manager / Supervisor (If over 10%)

\_\_\_\_\_  
Date **406**