Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, November 18, 2025
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
6:30 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of the Agenda**
5. **School and Community Recognition**
6. **Report of the Superintendent**
   - A. Reports from Student School Board Representatives 3
   - B. Superintendent's Report 9
   - C. Schedule of Meetings and Events 24
7. **Report of Standing Committees**
   - A. Committee of the Whole
     - 1) Monthly Committee of the Whole *November 6, 2025* 25
   - B. Human Resources/Business Services Committee *(November 10, 2025)*
   - C. Policy Committee *(November 13, 2025)* 65
8. **General Board Committee Updates**
9. **Consent Agenda** **157**
   - A. Field Trip Requests
     - 1) Duluth East Nordic Ski Club to West Yellowstone, MT 486
     - 2) Lakewood Elementary Wolfe Ridge 5th Grade 489
     - 3) Duluth East A'Capella Choir to New York City 501
     - 4) Duluth East Chamber Orchestra Sterling Strings 507
   - B. Bids, RFPs and Quotes
     - 1) BID #1343 - Lowell Lighting Replacement 515
     - 2) BID #1344 - Lincoln Park Middle School Lighting Replacement 549
10. **Resolutions from Committee Reports**
    - A. B-11-25-4131 - Authorizing the Execution and Delivery of an Amendment to Installment Purchase Contract and a Supplement to Declaration of Trust and Approving the Issuance, Sale and Delivery of $9,080,000 Full Term Certificates of Participation, Series 2025B 589
    - B. B-11-25-4132 - Acceptance of Donations to Duluth Public Schools 623
    - C. B-11-25-4133 - Acceptance of Grant Awards to Duluth Public Schools 627
11. **Special Resolutions and Action Items**
    - A. B-11-25-4135 - Authorizing the Closing of the Sale of Real Property with the Street Address of 24XX E. Pioneer Rd, Duluth, Minnesota 628

B. SP-11-25-4136 School Board Member Attendance at 2026 MSBA Leadership Conference 630

12. **Questions / Other**
13. **Adjournment**

November 2025

Good evening! Per usual, East Students have been staying busy!

- The Fall Talent show, put on by Student Government, is tomorrow evening. We have a great line up of student acts and skits by StuGo. There will be a canned food drive to benefit CHUM, and each can brought in will earn people raffle tickets to win prize baskets.
- Next, the debate team has been practicing and is looking forward to what will hopefully be another successful season.
- Last month, around 50 seniors were inducted into the National Honor Society. They have been connecting with students throughout East as tutors: at Saturday school, at Ordean, and through one-on-one sessions.
- Turning to the fine arts, One Act auditions started today and will continue tomorrow after school. The team will be competing with a production of Country Gothic.
- Additionally, band, choir, and orchestra have all recently completed their fall concerts. Practice for the Holiday Concert is now underway!
- Recently, the culinary classes opened Greyhound Kitchen. Before school, students work as baristas at the cafeteria coffee cart and sell fresh baked goods. The new program has been successful so far, and we're excited to see how it will grow!
- Next, the boys and girls basketball teams have both begun their seasons with practices well underway.
- Last Saturday, the dance team travelled to Roseville for their first competition of the season. JV and Varsity Kick both placed first, Varsity Jazz placed third, JV Jazz placed fourth, and BSquad Jazz placed second.
- The girls hockey team, combined students from East and Denfeld are a few games into their season. We're excited to see what they achieve.
- The Nordic and Alpine ski teams have also been practicing, despite the lack of snow. Next week, the Nordic team will head to West Yellowstone for their annual trip. We're wishing them snowy trails!
- Additionally, the boys swim team has begun captains practices and has their season ahead.
- Last weekend, the girls swim team competed at the State Tournament with multiple swimmers setting school records.
- To wrap up the activity updates section of this report, tomorrow, ABO Hounds will be hosting their first of three blood drives. There will be one bus and nearly 70 donors.

With so many clubs and activities available to join, I've heard a lot of feedback about students not having time or support to be as involved as they hope to be. The current PAWs day schedule doesn't allow for students to attend more than two clubs, and often, students are

required to attend a meeting or other obligation during that club time. PAWs Days simply aren't working. They've become catchall days: chaotic and stressful. To quote student forum from last week, we have, "No time to take tests, teachers [are] giving content, [and it's overall] very unproductive." Due to the shortened class time, there are no stretches of uninterrupted time to focus, and involvement in clubs and other groups has been tanking. Something I've always seen as a strong part of East culture and loved is the ability to sample a variety of groups just for fun. Whether it's International Snack Club, Harry Potter Club, German Club, Taylor Swift Club, Cribbage Club, or one of the other groups on offer, East students love and value the culture of trying new things and getting involved simply for the fun of it. Our current schedule not only diminishes this key part of our school. It is an ineffective attempt to provide academic support. With no more than 30 minutes in one class and a month's worth of make-up tests and needed support piled up, students go through PAWs days with heightened stress and diminished productivity. We need a standard solution, and we deserve to know what a day that's supposed to be for us will look like more than 24 hours in advance.

Thinking of spaces and opportunities for students to focus, I also asked student forum about access to the library this year. Last year, we were excited to hear that we'd have continued daily access to our media center. Unfortunately, students have found that hours are unpredictable and that even students with passes have been turned away from the media center. Personally, I have not checked out one non-textbook from the library this year, and I do not personally know anyone who has. I love reading, and I love browsing for material, but I have no clue when the library is open. Am I able to go sometime during the day? Will it be available before school? After school? My peers have struggled with the lack of quiet space to study in the mornings or to take a break on an overwhelming day. As a district with proclaimed dedication to foundational education, like reading, and media skills, I hope you will question whether these goals are being fulfilled. Unlike CTE and other additional programs, all students are impacted by the funding that goes (or in this case, doesn't go) to the library. Access to books and study space in a school shouldn't be a goal. It should be a guarantee.

As is my self proclaimed responsibility, I always take a moment to remind you to take student feedback with a fresh perspective each time you hear it. One of my favorite parts of this job is learning about what you do. I never understood the complexities that go into your decision making. There are regulations to follow and groups to be pleased. Not many students understand the nuances. On the other side of things, none of you have experienced what it's like to be a high school student in 2025. Curriculum decisions determine how I spend the majority of my time. Access to media resources determines the quality of my work. Your choices affect what students eat, how they get to school, what activities they join, and more. You see only some of our perspectives, and students see only some of yours. There needs to be balance, and luckily, that's something you can contribute to. I challenge my peers to question why decisions that frustrate them are necessary. I challenge them to look at broader pictures. I challenge myself to encourage collaboration rather than frustration. It's an ongoing goal with imperfect execution. I hope that

you will continually and critically reflect on how you're incorporating student voices. There is a difference between listening and hearing.

With all of that said, thank you for your time.

School Board Report-October/November

Latasaija Garner

Events at Denfeld:

-The Witches Princess hosted by Denfeld Theater from November 6th-8th

- First ever Hunter Helmet One day plays hosted by Denfeld Theater on November 15th

-Fall Ball hosted by Student Government on November 1st

-Native American Heritage week November 10th-14th

Student Feedback

The new backpack rule at Denfeld requires Denfeld students to store their backpacks, string totes, and athletic bags in lockers instead of previously being allowed in classrooms. Many students do not agree with this new rule and some students don't even acknowledge the rule.

I talked to both upperclassmen and underclassmen about this rule and the majority of the upperclassmen do not like this rule because it's harder for them to adjust considering upperclassmen have had backpacks on them for

most of their high school career. For underclassmen this is a little different because they were already accustomed to the rule since the same one applies at Lincoln.

The Hunter License has received a lot of feedback over the years from both students and staff, both positive and negative. Many teachers like the hunter license because it makes students want to pass their classes and it can be an efficient way to improve Denfeld's graduation rate. But students have had their own opinions. In the past many students did not agree with the Hunter License because it was based off of grades AND attendance and many students found that to be unfair. Students also did not agree with the license because it determined your ability to attend games and students found this unfair as well because we need the most spirit at games and having that in place prevented students from attending games. This year the Hunter License is based off of Grades only and you do not need the Hunter License to attend games. With these changes I have heard more positive feedback from the student body regarding the Hunter License.

Upcoming events:






www.ISD709.org
Duluth
Public Schools
Every Student. Every Day.

Superintendent's Report

November 18, 2025

www.ISD709.org

Duluth
Public Schools

Every Student. Every Day.

OUR MISSION

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

OUR VISION

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

OUR CORE VALUES

Learning



Developing a love of learning through life-long inquiry.

Excellence



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

Equity



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

Collaboration



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

Belonging



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

Topics

- Student Representative Reports
  - My’Aiana Taylor - ALC
  - Latasaija Garner - Denfeld
  - Kate Dean - East
- Human Resources Update
- Board Work Session Update
- Legislative Update
- Superintendent Goals Update
- First Street Buildout Update
- Other

Human Resources Updates

Human Resources Updates

- Theresa Severance’s final day was on October 10th.
- I am serving as the interim Director of Human Resources for the time being.
- Our position will be closing later this week. We hope to have a broader pool of applicants for this key position and hope to interview for the position during the first week in December.

Board Work Session Update

Board Work Session Update

We will be holding our next board work session from 4-7 PM on Thursday. We will be focusing on the following topics:

1. Legislative Platform - 40 min
2. Book Study - 40 min
3. Growth and Capacity
4. Superintendent Goals

In preparation for the book study, board members are reading Chapters 5 and 6 of our book, “The School Board Member's Guidebook: Becoming a Difference Maker for Your District”.

Legislative Update

Legislative Updates

- Board members are completing a survey sent from Jeff Anderson regarding our legislative platform in preparation for Thursday night's board work session.
- We will be using this information to finalize our platform ideas so that we can vote on the platform in December and meet with our local legislative representatives in January, prior to the session beginning.
- Also, I will be leading the MASA finalization of our state legislative platform on Friday.

Superintendent Goals Update

Superintendent Goals Update

As mentioned, the board will be meeting on Thursday to discuss the finalization of my superintendent goals for 2025-26. I am very open to other options, but would like to propose the following goals from the MSBA Superintendent Evaluation Tool for the board's consideration.

- **Standard 3. Communications and Community Relationships - Element 3.d. Advocacy**
- **Standard 6. Teaching and Learning - Element 6.b. School Improvement (REPEATING)**
- **Standard 7. Student Support - Element 7.f. School Safety and Security**

First Street Building Update

First Street Building Update

Our work on the First Street building has continued. We are meeting with all leaders on a regular basis to discuss questions, concerns and planning next steps. Now that things are moving further along, we are holding our leadership meetings in person, including all administrators, principals and district office leaders that have programming in the facility. We are also available to conduct tours for board members and school and department leaders.

Questions

Schedule of Meetings and Events

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

Listening Session Guidelines

The Schedule of Meetings and Events is Subject to Change

Week of November 17 - November 21, 2025			
Tuesday	November 18, 2025	5:30 p.m. - 6:15 p.m.	School Board Listening Session*
Tuesday	November 18, 2025	6:30 p.m.	Regular School Board Meeting*
Thursday	November 20, 2025	4:00 p.m.	School Board Work Session
Week of November 24 - November 28, 2025			
Monday	November 24, 2025	4:00 p.m. - 8:00 p.m.	Title VI American Indian Parent Committee Election
Week of December 1 - December 5, 2025			
Tuesday	December 2, 2025	4:30 p.m.	Monthly Committee of the Whole
Week of December 8 - December 12, 2025			
Monday	December 8, 2025	4:30 p.m.	HR/Business Services Committee
Thursday	December 11, 2025	4:30 p.m.	Policy Committee
Thursday	December 11, 2025	5:30 p.m.	Head Start Parent Policy Council Lowell Elementary School 2000 Rice Lake Rd.

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

Office of the Superintendent
November 14, 2025

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, November 6, 2025
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **AGENDA ITEMS**
   - A. Strategic Plan Alignment
     - 1) Supporting Every Student
       - a. MTSS Action Card Update 2
       - b. Head Start Report 16
     - 2) Advancing Equity - N/A
     - 3) Improving Systems - N/A
   - B. Budget Update - N/A
   - C. Other
4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: November 6, 2025

Topic: MTSS Action Card Update

Presenter(s): Julie Stauber, Todd McGowan, Dr. Dale Uselman

Attachment: Slides

Brief Summary of Presentation or Topic (no more than a few sentences):
This presentation is a brief update for the Committee of the Whole on the MTSS Action Card from the strategic plan. An update will be provided on this year's goal for MTSS, this year's action plan for the goal, and district/school goals for informational purposes.

This Requires School Board Approval : No

Supporting Every Student: MTSS Action Card Update

November 6, 2025

Julie Stauber **Todd McGowan** **Dr. Dale Uselman**



Action Card Overview

- The **Supporting Every Student Action Card** focuses on the continued implementation of the MnMTSS model from the Minnesota Department of Education (MDE)

- Each year, we self-assess our system by using the Self Evaluation of MnMTSS Implementation for District Leadership Team (SEMI-DLT) and assess our district in five components:
  - **Infrastructure for Continuous Improvement**
  - **Family and Community Engagement**
  - **Multilayered Practices and Supports**
  - **Assessment**
  - **Data Based Decision-Making**



MN Department of Ed Website: MnMTSS

Goal and Action Plan

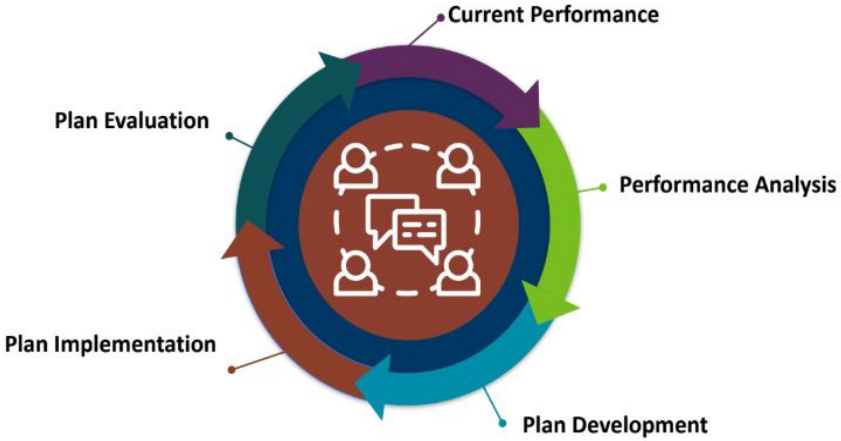
- **2025-2026 SEMI-DLT Goal:**
  - By Spring of 2026, the District's implementation of MnMTSS will increase from 45.7% in Spring 2025 to 48.2% as measured by the SEMI-DLT percentage of maximum of global score points.

SEMI-DLT Ratings	Max Score Poss	2023			2024			2025			2026		
		2023 Score	%	Avg Score per Item	2024 Score	%	Avg Score per Item	2025 Score	%	Avg Score per Item	2025 Score	%	Avg Score per Item
GLOBAL SCORE	202	76	37.6%	0.71	64.2	31.8%	0.60	92.4	45.7%	0.86	GOAL!	48.2%	
Infrastructure Continuous Improvement	54	26	46.5%	0.96	21.6	40.0%	0.80	29.2	54.1%	1.08			0.00
Family and Community Engagement	10	0	0.0%	0.00	0.6	6.0%	0.12	4	40.0%	0.80			0.00
Multi-layered Practices and Supports	56	14	25.0%	0.50	13.5	24.1%	0.48	17.2	30.7%	0.61			0.00
Assessment	40	19	47.5%	0.95	16	40.0%	0.80	23.5	58.8%	1.18			0.00
Data-Based Decision Making	40	17	42.5%	0.16	12.5	31.3%	0.63	18.5	46.3%	0.93			0.00

- **This year, we created an action plan for our five focus areas:**
  - MTSS Leadership Team
  - Tier 1 Instruction
  - Literacy
  - PBIS
  - Collaboratively Linked Teams

First Focus: MTSS Leadership Team

- The MTSS Leadership Team, made up of district and school leaders, will meet monthly to monitor collected data to assess implementation of MnMTSS
- The team will complete this year's SEMI-DLT and analyze our implementation progress
- The team will set goals for each of the MnMTSS focus areas, create data collection protocols, and analyze data during team meetings



Action Plan: Five Focus Areas

- **Tier 1 Instruction (Universal Instruction for All)**
  - Continue supporting teaching staff to implement clarity in learning
  - Provide professional development for teaching staff on creating effective learning intentions and success criteria
- **Literacy**
  - Implement 2020 MN English-Language Arts (ELA) Standards and Science of Reading practices from LETRS
  - Implement new curriculum resources for secondary English-Language Arts (ELA) classrooms
- **PBIS**
  - Continued focus on Climate Survey and action steps at a building level
  - Continued focus on (Positive Behavior Interventions and Support) PBIS team structures supporting Tier 1 and Tier 2 implementation
- **Collaboratively Linked Teams: CITs and PLCs**
  - Supporting Continuous Improvement Teams (CITs) and Professional Learning Communities (PLCs)
  - CITs conduct year-long comprehensive needs assessment (CNA) aligned to state-identified questions and
  - At the end of the school year, create a multi-year action plan to implement an evidence-based practice (EBP)
  - During 25-26, CITs support their schools in meeting a district and school literacy goal (shared on following slides)

Duluth Public Schools Priority Focus Areas 2025-2026

- High School Grading & Assessment
- Middle School Model
- Morning Circles (Elem)
- ★ Clarity in Learning
- ★ Literacy Instruction
- ★ PBIS
- 1B: Knowing & Valuing Students (and Staff)
- ★ Collaborative Linked Teams: CITs & PLCs



Student Outcomes

How will we measure growth?

District Goal

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).

*Some elementary schools created tiered goals to reflect the district goal. A summary of those tiered goals is provided and marked with a *.

2025-2026 Scoring Rubric For District Goal				
Leveled District Indicators	1-Unsatisfactory	2-Basic	3-Proficient	4-Distinguished
Literacy Readiness for Kindergarten	% of 4 year old Duluth site based preschool students at "low risk" spring 2026 is **lower than** the % at "low risk "fall 2025 as measured by DRDP Phonemic Awareness	% of 4 year old Duluth site based preschool students at "low risk" spring 2026 is **0-24.9% higher than** at "low risk" fall 2025 as measured by DRDP Phonemic Awareness	% of 4 year old Duluth site based preschool students at "low risk" spring 2026 is **25-49.9% higher than** at "low risk" fall 2025 as measured by DRDP Phonemic Awareness	% of 4 year old Duluth site based preschool students at "low risk" spring 2026 is **50% or higher than** at "low risk" fall 2025 as measured by DRDP Phonemic Awareness
Kindergarten	% of students at "low risk" spring 2026 is **lower than** the % at "low risk "fall 2025 as measured by FastBridge Early Reading; subskill Letter Sounds	% of students at "low risk" spring 2026 is **0-6.1% higher than** at "low risk" fall 2025 as measured by FastBridge Early Reading; subskill Letter Sounds	% of students at "low risk" spring 2026 is **6.2-9.9% more** than the % at "low risk" fall 2025 as measured by FastBridge Early Reading; subskill Letter Sounds	% of students at "low risk" spring 2026 is **10% or more** than the % at "low risk" fall 2026 as measured by FastBridge Early Reading; subskill Letter Sounds
Primary Elementary 1st Grade	% of students at "low risk" spring 2026 is **< 5% increase** of at "low risk" fall 2025 as measured by FastBridge Early Reading Composite	% of students at "low risk" spring 2026 is **5-15.3% increase** at "low risk" fall 2025 as measured by FastBridge Early Reading Composite	% of students at "low risk" spring 2026 is **15.4-19.9% increase** of at "low risk" fall 2025 as measured by FastBridge Early Reading Composite	% of students at "low risk" spring 2026 is **20% or more than** the % at "low risk" fall 2025 as measured by FastBridge Early Reading Composite
Primary Elementary 2nd Grade	% of students at "low risk" spring 2026 is **lower than** the % at "low risk" fall 2025 as measured by FastBridge aReading	% of students at "low risk" spring 2026 is **0-7.9% increase** at "low risk" fall 2025 as measured by FastBridge Early (1st) / aReading (2nd)	% of students at "low risk" spring 2026 is **8-12.9% increase** of at "low risk" fall 2025 as measured by FastBridge Early (1st) / aReading (2nd)	% of students at "low risk" spring 2026 is **13% or more than** the % at "low risk" fall 2025 as measured by FastBridge Early (1st) / aReading (2nd)
Intermediate Elementary (3, 4, & 5)	% of students meeting or exceeding the standards as measured by Reading MCA decreased from Spring 2025 to Spring 2026 **(< 55.4%)**	% of students meeting or exceeding the standards as measured by Reading MCA is **0-1.9% higher** spring 2026 than spring 2025	% of students meeting or exceeding the standards as measured by Reading MCA is **2-4.9% higher** spring 2026 than spring 2025	% of students meeting or exceeding the standards as measured by Reading MCA is **5% or higher** spring 2026 than spring 2025
Middle School (6, 7, & 8)	% of students meeting or exceeding the standards as measured by Reading MCA decreased from Spring 2025 to Spring 2026 **(< 54.6%)**	% of students meeting or exceeding the standards as measured by Reading MCA is **0-1.9% higher** spring 2026 than spring 2025	% of students meeting or exceeding the standards as measured by Reading MCA is **2-4.9% higher** spring 2026 than spring 2025	% of students meeting or exceeding the standards as measured by Reading MCA is **5% or higher** spring 2026 than spring 2025
High School (10th)	% of students meeting or exceeding the standards as measured by Reading MCA decreased from Spring 2025 to Spring 2026 **(< 53.3%)**	% of students meeting or exceeding the standards as measured by Reading MCA is **0-1.9% higher** spring 2026 than spring 2025	% of students meeting or exceeding the standards as measured by Reading MCA is **2-4.9% higher** spring 2026 than spring 2025	% of students meeting or exceeding the standards as measured by Reading MCA is **5% or higher** spring 2026 than spring 2025

Elementary School Goals

- **Congdon:** By Spring 2026, 3-5th grade Congdon Park students will increase reading proficiency from 2025 73.9% to 2026 77.9% proficiency as measured by state standardized assessment (MCA & MTAS).
- **Homecroft:** Homecroft students will make incremental progress (percent of progress varies from 2-10% by grade-level) toward grade level proficiency in reading as measured by leveled indicators (FastBridge or MCAs).*
- **Lakewood:** The Lakewood students will increase their Fast reading percentage from 69% in the fall of 2025 to 75% in the spring of 2026 using the K-1 Early Reading Composite and the Group Screening Report for Grades 2-5.
- **Laura MacArthur:** During the 25-26 SY all grade levels will move 80% of students scoring in the some risk category of the Fastbride literacy test to low risk between the fall and spring assessments by utilizing and tracking Tier 1 and 2A interventions.

Elementary School Goals

- **Lester Park:** Lester Park students will make incremental progress (percent of progress varies from 2-10% by grade-level) toward grade level proficiency in reading as measured by leveled indicators (FastBridge or MCAs).*
- **Lowell:** The percentage of students at "low risk/grade level" in spring 2026 will be be 60% or higher in Kindergarten or will increase by 5-10% more in 1st-5th grade as measured by Fastbridge.
- **Myers-Wilkins:** Myers-Wilkins students will make incremental progress (percent of progress varies from 2-19% by grade-level) toward grade level proficiency in reading as measured by leveled indicators (FastBridge or MCAs).*
- **Piedmont:** By Spring 2026, the percentage of all tested 3rd-5th students who meet or exceed reading standards will improve from 2025 57.6% to 2026 61.6% as measured by MCA + MTASS.
- **Stowe:** The percentage of students at "low risk" or meeting standards in the spring of 2026 is 2 -15% higher (percentage varies by grade-level) than at "low risk" in the fall of 2025 as measured by FastBridge or MCA (dependent by grade-level.)*

Secondary School Goals

Care and Treatment: 70% of students with a minimum of 90 days of enrollment will gain 1/2 grade from pre to post Star testing in math and reading.

ALC/AEO: By June 2026, our "School within a School" (SWS) and Independent Study (IS) programs for Duluth secondary schools, (Denfeld, Duluth East, and ALC) will demonstrate improved student outcomes. We will achieve this by fostering equitable access to support through enhanced feedback and communication in Professional Learning Communities (PLCs) and Minnesota Early Indicator and Response System (MEIRS) groups. The success of this initiative will be measured by a 10% increase in the course completion rate for students enrolled in the SWS and IS programs, as compared to the baseline data from the 2024–2025 school year.

By June 2026, our "School with a School" program will increase its course completion rate from 74% during the 2024-25 school year to 84%.

Lincoln Park MS: By spring of 2026, at least 80% of LPMS teachers will have implemented 5 identified literacy strategies based on data collected through a site-developed practice profile.

Secondary School Goals

Ordean East MS: By the Spring of 2026, the number of students scoring in the areas of Low Risk and College Pathway (combined) at OEMS will increase from 79% in the fall to 80%, while also decreasing the number of students in the area of High Risk from 7% in the fall to 5%, as measured by the Fast aReading assessment.

Denfeld High School: By the end of the 2025-2026 school year, 100% of Denfeld Teachers will be implementing research based vocabulary instruction as measured through a Practice Profile

Duluth East High School: The percentage of students meeting or exceeding the standards on the Spring 2026 MCA Reading test will increase from 63.1% to 65.1% or higher.



Contact Information



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COW Agenda Cover Sheet

Meeting Date: November 6, 2025

Topic: 2024-25 Head Start Data Report

Presenter(s): Barbara Eckberg

Attachment: slide deck

Brief Summary of Presentation or Topic (no more than a few sentences): A brief summary of Head Start data for the 2024-25 program year

This Requires School Board Approval : no

Duluth Preschool

Committee of the Whole Report for the 2024-25 program year

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Federal Grant FY 26

We have received notice that our Federal Grant will go into competition sometime after July 2025.

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

Federal Grant FY 26

Duluth Head Start Program Information Report 2024-25



Head Start

190 Head Start slots funded in the Duluth Preschool Program

- 74 3 year olds
- 137 4 year olds
- 1 5 year old

212 Head Start Children were served in the 2024-25 program year

123 children were projected to enter Kindergarten for the 2025-26 school year

Duluth Head Start Program Information Report 2024-25

DRPD (Desired Results Developmental Profile)

- Teacher observations and student portfolios
- Authentic Assessment completed 2 times per program year
- Observations in 8 developmental domains
  - approaches to learning
  - social/emotional development
  - language
  - literacy
  - math
  - physical development/health
  - science
  - cognition
- Creative Curriculum
- Pyramid Model Framework/Second Step

Duluth Head Start Program Information Report 2024-25

Who is enrolled in Head Start?



- 14 dual language learners
- 13 children identify as hispanic/Latino

- 44 children identified as African American/Black
- 2 children identified as Asian
- 73 children identified as White
- 54 children identified as multi racialor biracial

- 54 children were referred to early intervention for assessment
- 33 children were determined to have a disability under IDEA

- 86 (41%) children were supported through early intervention and an IEP Individual Education Plan)

Duluth Head Start Program Information Report 2024-25

Family Snapshot

201 families were served and supported by Head Start

- 19 families experienced homelessness
- 25 children were in foster care at some point during the program year
- 136 families received SNAP benefits
- 123 families reported that at least one parent was employed
- 21 parents had a baccalaureate degree
- 64 parents had an associate/vocational degree or some college

Duluth Head Start Program Information Report 2024-25

Broad Grant Goals remain for the 2025-26 Program Year

1. **High Quality Inclusion: Navigating Trauma**
   a. Partnership with Early Childhood Special Education

2. **Meeting the Unique Needs of our Community**
   a. Oshki-Inwewin: A loop program that infuses curriculum with Ojibwe language and perspectives at a site where an Ojibwe Immersion School operates.
   b. Nature Based Programming at all sites
   c. Artist in Residence Program for full day classes

3. **Fostering Resilience with a Focus on Health and Wellness**
   a. YMCA Collaboration: Safety Around Water classes for 72 children annually;
      i. Family Day Passes for all Head Start families
      ii. Swim lessons for Head Start parents
   b. Health and Wellness Opportunities for Families and Staff

Duluth Head Start Program Information Report 2024-25

2025-26 Program Year

1. **High Quality Inclusion**
   a. Meeting weekly as an early childhood leadership team: ECFE/PreK/ECSE
   b. P-3 Initiative Membership, supported by the MN Department of Children, Youth and Families
   c. CLASS and Danielson Framework teacher evaluations- crosswalk

2. **Meeting the Unique Needs of our Community**
   a. Membership in Every Child Ready Duluth
   b. First Street Buildout Planning, supported by the Community Education Leadership and Team

3. **Fostering Resilience with a Focus on Health and Wellness**
   a. Staff Wellness supported through Reflective Consultation
   b. Preschool Support Team assisting teachers and families in addressing challenging child behaviors



Questions?

COW Agenda Cover Sheet

Meeting Date: November 6, 2025

Topic: 2024-25 Head Start Governance Training

Presenter(s): Barbara Eckberg

Attachment: slide deck

Brief Summary of Presentation or Topic (no more than a few sentences): A required training for the governance board, per Head Start Performance Standards

This Requires School Board Approval : no

Duluth Preschool

Governing Board Training

Duluth Preschool STARTED with HEAD START in 1965!!



President Lyndon B Johnson, declared War on Poverty in his 1965 State of the Union Speech and a team of experts from Yale and Harvard set to work developing a preschool program that would help communities meet the needs of disadvantaged preschool children.

Fun Fact #**1:** The original Head Start program in Duluth was an 8 week summer program at Lincoln Park Elementary School.
Fun Fact #**2:** We are the only Head Start program in MN where a school district is the grant recipient.

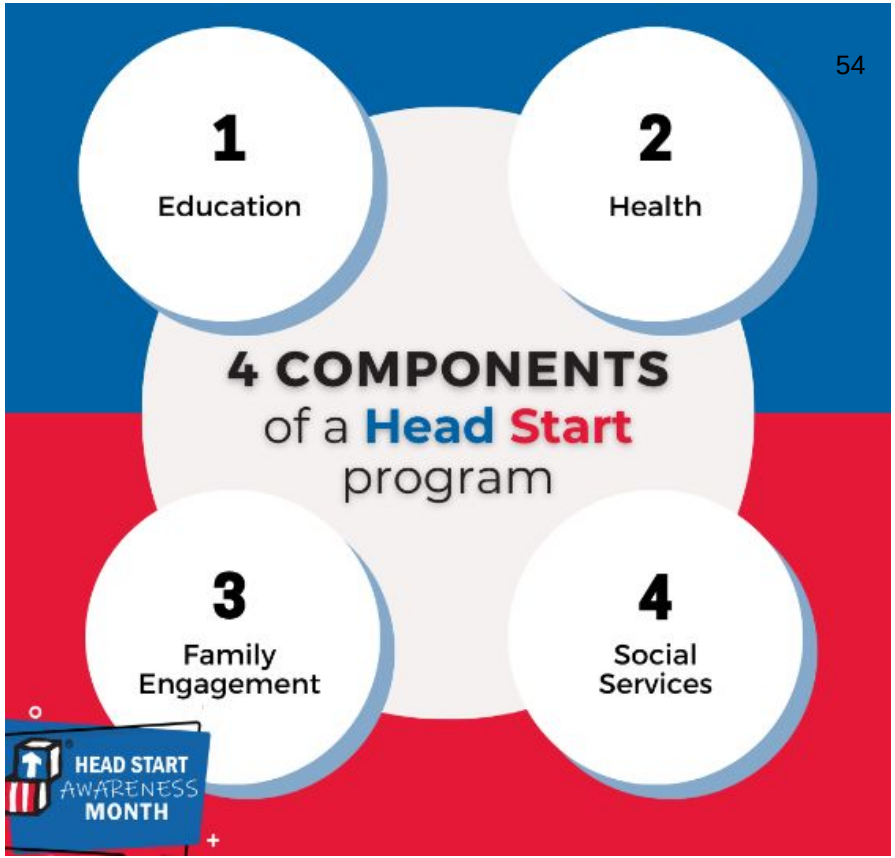
Comprehensive services set Head Start apart

Health: We support families is securing health insurance, a medical and dental home, and access mental health resources.

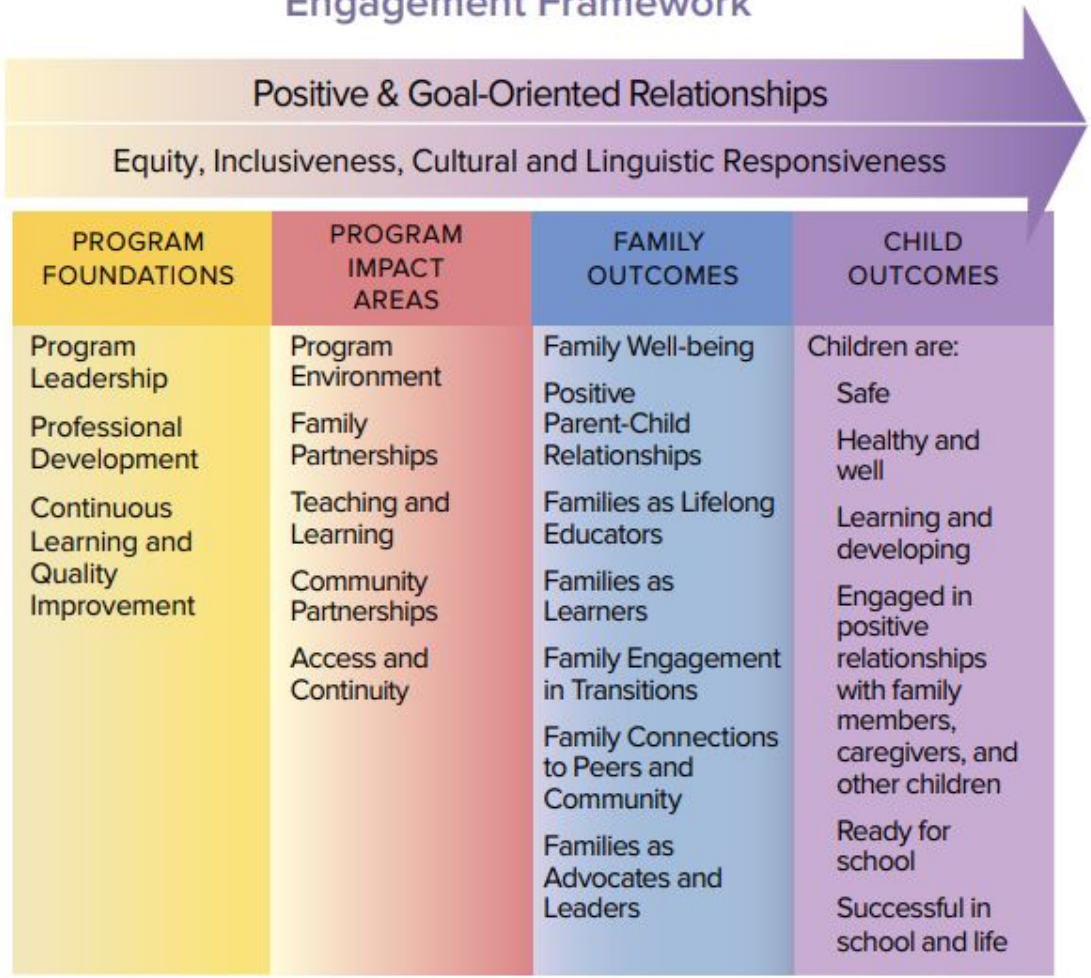
Social Services: programs and services that improve the well being of individuals, families, and communities

Family Engagement: Community and family events/ Site parent committees and Parent Policy Council are a part of our program governance. Family Engagement data is collected through the Child Plus platform

[Comprehensive Services: The Foundation of Head Start]



Head Start Parent, Family, and Community Engagement Framework



Head Start Management Wheel



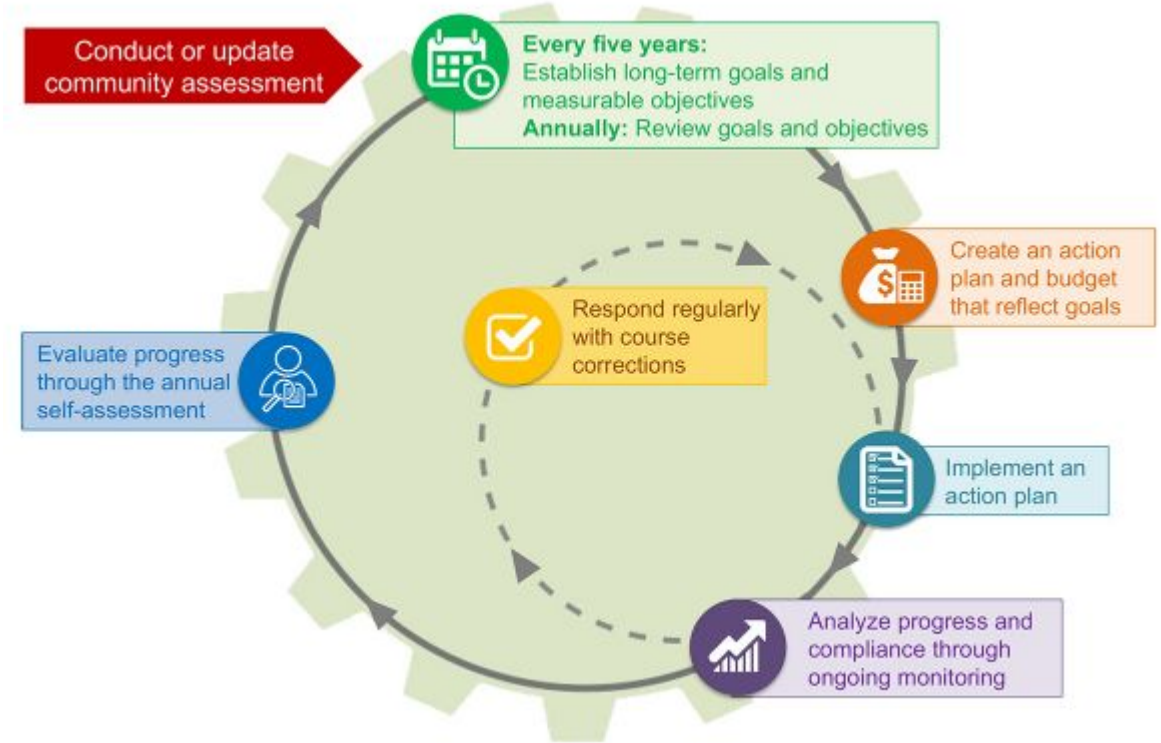
Head Start Performance Standards

Provide Head Start grantee requirements for:

- Eligibility, recruitment, selection, attendance
- Early childhood education and development
- Health and safety
- Health promotion
- Nutrition
- Disabilities
- Parent involvement
- Family partnerships
- Community partnerships
- Administrative and financial management
- Transportation and facilities



We currently in a one year grant cycle extension



Head Start Leadership and Governance



Membership and Responsibilities

Policy Council	Governing Board/ School Board
Each agency must establish and maintain a Policy Council responsible for the direction of the Head Start program at the agency level. In Duluth, Head Start parents are eligible to run for Policy Council. Elections are held each fall, with parents from all program options and locations. Current Policy Council members facilitate the election of new board members prior to dissolving their leadership roles.	The Head Start Act (2007) clearly defines who should be part of the Governing Body. This requirement is very intentional to ensure the Governing Body is diverse and represents the skill set needed to run a federally funded organization that serves our nation's most vulnerable children and their families. In Duluth, the Governing Board is elected by the citizens of Duluth when they elect ISD709 School Board members.
Parents of children currently enrolled in each program option must be proportionately represented on Policy Council.	The Governing Board have legal and fiscal responsibility for the program.

Membership and Responsibilities

Policy Council	Governing Board
A Policy Council must use ongoing monitoring results, data on school readiness goals and other information to conduct its responsibilities.	Adopt practices that assure active, independent, and informed governance of the Head Start agency and be responsible for ensuring compliance with Federal laws.
A member must stand for one year. If a member intends to serve another year, they must stand for re-election.	Responsible for other activities as outlined in the Head Start Act of 2007.
The Policy Council must include in its By-Laws, how many one year terms a person may serve, not to exceed five years. Current By-Laws state a member may serve 5 years.	Governing Body oversees Policy Council.
A program must seat a successor Policy Council before an existing Policy Council may be dissolved.	Governing Board members may not receive money from the Head Start grantee.
	Impasse Policy with Policy Council.

Membership and Responsibilities

Policy Council	Governing Board
A program must enable low income members to participate fully in their Policy Council responsibilities by providing if necessary, reimbursements for reasonable expenses incurred by the low income members.	
Policy Councils work in concert with Governing Boards to provide oversight for the Head Start Program.	
Impasse Policy with Governing Board.	

The Big Three: Regulations that Guide Head Start: Live links

Head Start Program Performance Standards

Head Start Act

Uniform Administrative Requirements, Cost Principles and Audit requirements for federal awards


DULUTH PRESCHOOL
START STRONG • STAY STRONG

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, November 13, 2025
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
   A. 905 Advertising (replacing 1025 & 1030) 2
3. **POLICIES FOR SECOND READING**
   A. 303 Superintendent Selection 6
   B. 304 Superintendent Contract, Duties, and Evaluation 8
   C. 306 Administrator Code of Ethics 10
4. **POLICIES FOR REVIEW**
   A. 516 Student Medication 14
   B. 516.5 Overdose Medication 20
   C. 534 School Meals Policy 24
   D. 810 Naming Rights and Naming School Facilities 28
5. **POLICIES FOR CONSIDERATION OF DELETION**
   A. 4000 Series 32
6. **REGULATIONS - Informational**
   A. 4036R Drug and Alcohol Testing (Cont.) 82
7. **OTHER**

*Adopted:*_____ *MSBA/MASA Model Policy 905*
Orig. 1996
*Revised:*_____ *Rev. 2015*

905 ADVERTISING

[NOTE: School districts should carefully consider whether they wish to allow advertising in school district facilities or publications. Once advertisements are accepted, First Amendment rights may limit the school district's ability to reject specific advertisements or to regulate the content of advertisements.]

I. PURPOSE

The purpose of this policy is to provide guidelines for the advertising or promoting of products or services to students and parents in the schools.

II. GENERAL STATEMENT OF POLICY

The school district's policy is that the name, facilities, staff, students, or any part of the school district shall not be used for advertising or promoting the interests of a commercial or nonprofit agency or organization except as set forth below.

III. ADVERTISING GUIDELINES

A. School publications, including publications such as programs and calendars, may accept and publish paid advertising provided they receive advance approval from the appropriate administrator. In no instance shall publications accept advertising or advertising images for alcohol, tobacco, drugs, drug paraphernalia, weapons, or obscene, pornographic, or illegal materials. Advertisements may be rejected by the school district if determined to be inconsistent with the educational objectives of the school district or inappropriate for inclusion in the publication. For example, advertisements may be rejected if determined to be false, misleading, or deceptive, or if they relate to an illegal activity or antisocial behavior. The faculty advisor is responsible for screening all such advertising for appropriateness, including compliance with the school district policy prohibiting sexual, racial, and religious harassment.

B. The school board may approve advertising in school district facilities or on school district property. Any approval will state precisely where such advertising may be placed. The restrictions listed in Section A. above will apply. Advertising will not be allowed outside the specific area approved by the school board. Specific advertising must be approved by the superintendent or designee. In no instance will an advertising device be erected or maintained within 100 feet of a school that is visible to and primarily intended to advertise and inform or to attract or which does attract the attention of operators and occupants of motor vehicles.

C. Donations which include or carry advertisements must be approved by the school board.

D. The school district or a school may acknowledge a donation it has received from an organization by displaying a "donated by," "sponsored in part by," or a similar by-line with the organization's name and/or symbol on the item. Examples include activity programs or yearbooks.

E. Nonprofit entities and organizations may be allowed to use the school district name, students, or facilities for purposes of advertising or promotion if the purpose is determined to be educationally related and prior approval is obtained from the school board. Advertising will be limited to the specific event or purpose approved by the school board.

F. Contracts for computers or related equipment or services that require advertising to be disseminated to students will not be entered into or permitted unless done pursuant to and in accordance with state law.

G. The inclusion of advertisements in school district publications, in school district facilities, or on school district property does not constitute approval and/or endorsement of any product, service, organization, or activity. Approved advertisements will not imply or declare such approval or endorsement.

IV. ACCOUNTING

Advertising revenues must be accounted for and reported in compliance with UFARS. A periodic report shall be made to the school board by the superintendent regarding the scope and amount of such revenues.

Legal References: Minn. Stat. § 123B.93 (Advertising on School Buses)
Minn. Stat. § 125B.022 (Contracts for Computers or Related Equipment or Service)
Minn. Stat. § 173.08 (Excluded Road Advertising Devices)

Cross References: MSBA/MASA Model Policy 421 (Gifts to Employees and School Board Members)
MSBA/MASA Model Policy 702 (Accounting)
Policy 810 (Naming Rights & Naming School Facilities)

1025 ADVERTISING

Generally, the School District facilities, staff, and children shall not promote the interest of any commercial, political, or other non-school agency, individual, or organization, except that:

This does not include a company logo, trademark, or powered by statement designed into software used by the District.

The schools may cooperate in furthering the work of any non-profit community-wide social service agency.

Films or other educational materials bearing credits or advertising by commercial firms may be used if they can be justified on the basis of their educational value.

The Superintendent may, at his/her discretion, announce or authorize to be announced any community activity or event of educational merit.

The Superintendent may approve advertising at athletic facilities. Products and advertising services should be consistent with the best physical, mental, and moral welfare of the children.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995
07-17-2001
01-15-2002 ISD 709

1030 ADVERTISING IN STUDENT PUBLICATIONS

Advertising in school publications shall be accepted only from those enterprises whose products or services are consistent with the best physical, mental, and moral welfare of children.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

303 SUPERINTENDENT SELECTION

I. PURPOSE

The purpose of this policy is to convey to the school community that the authority to select and employ a superintendent is vested in the school board.

II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent to serve as the chief executive officer of the school district and to conduct the daily operations of the school district.

III. QUALIFICATIONS

A. The school board shall consider applicants who meet or exceed the licensing standards set by the Minnesota Board of School Administrators and qualifications established in the job description for the superintendent position. State and federal equal employment and nondiscrimination requirements shall be observed throughout the recruitment and selection process.

B. The school board will consider professional preparation, experience, skill, and demonstrated competence of qualified applicants in making a final decision.

IV. SELECTION

A. A process for recruitment, screening, and interviewing of candidates shall be developed by the school board.

B. The school board may contract for assistance in the search for a superintendent.

C. The school board shall provide the contract for the superintendent and specifically identify all conditions of employment mutually agreed upon with the superintendent. In so doing, the school board shall observe all requirements of state and federal law and school board policy.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Rules, Chapter 3512

Cross References: None

First Reading: 10.21.2025
Second Reading: 11.13.2025
Adopted:

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 303
Orig. 1995
Rev. 2022

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Cross References: None

304 SUPERINTENDENT CONTRACT, DUTIES, AND EVALUATION

I. PURPOSE

The purpose of this policy is to provide for the use of an employment contract with the superintendent, a position description, and the use of an approved instrument to evaluate performance.

II. GENERAL STATEMENT OF POLICY

A. The superintendent's contract shall be used to formalize the employment relationship and to specifically identify and clarify all conditions of employment with the superintendent.

B. The specific duties for which the superintendent is accountable shall be set forth in a position description for the superintendent and shall be measured by a performance appraisal instrument approved by the school board in consultation with the superintendent. The school board shall use this instrument to periodically evaluate the performance of the superintendent.

C. The school board may use the model contract approved by the boards of the Minnesota School Boards Association and the Minnesota Association of School Administrators as a model instrument.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: None

First Reading: 10.21.2025
Second Reading: 11.13.2025
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 304*
Orig. 1995
*Revised:*_____ *Rev. 2022*

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Cross References: None

306 ADMINISTRATOR CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to establish the requirements of the school board that school administrators adhere to the standards of ethics and professional conduct in this policy and Minnesota law.

II. GENERAL STATEMENT OF POLICY

A. An educational administrator's professional behavior must conform to an ethical code. The code must be idealistic and at the same time practical, so that it can apply reasonably to all educational administrators. The administrator acknowledges that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, the administrator assumes responsibility for providing professional leadership in the school and community. This responsibility requires the administrator to maintain standards of exemplary professional conduct. It must be recognized that the administrator's actions will be viewed and appraised by the community, professional associates, and students. To these ends, the administrator must subscribe to the following standards.

B. The Educational Administrator:

1. Makes the well-being of students the fundamental value of all decision-making and actions.

2. Fulfills professional responsibilities with honesty and integrity.

3. Supports the principle of due process and protects the civil and human rights of all individuals.

4. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.

5. Implements the school board's policies.

6. Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals.

7. Avoids using positions for personal gain through political, social, religious, economic, or other influence.

8. Accepts academic degrees or professional certification only from duly accredited institutions.

9. Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.

10. Honors all contracts until fulfillment, release, or dissolution is mutually agreed upon by all parties to the contract.

11. Adheres to the Code of Ethics for School Administrators in Minnesota Rule.

Legal References: Minn. Stat. § 122A.14, Subd. 4 (Duties of Board of School Administrators)

Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)

Cross References: None

First Reading: 10.21.2025
Second Reading: 11.13.2025
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 306*
Orig. 1995
*Revised:*_____ *Rev. 2002*

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Legal References: Minn. Stat. § 122A.14, Subd. 4 (Duties of Board of School Administrators)
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)

Cross References: None

516 STUDENT MEDICATION AND TELEHEALTH

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DRUG AND MEDICATION REQUIREMENTS

A. Administration of Drugs and Medicine

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

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

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

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

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

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

3. Exclusions

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

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

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

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

d. used off the school grounds;

e. used in connection with athletics or extracurricular activities;

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

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

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

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

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

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

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

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

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

a. the pupil may possess the epinephrine or

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

[NOTE: The 2025 Minnesota legislature replaced "auto-injectors" with "delivery systems" in Minnesota Statutes, sections 121A.22, 121A.2205, and 121A.2207.]

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

k. Emergency health procedures, including emergency administration of

drugs and medicine are not subject to this policy.

B. Prescription Medication

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

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

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

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

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

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

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

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

C. Nonprescription Medication

A secondary student may possess and use nonprescription pain relief in a manner

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

D. Possession and Use of Epinephrine Delivery Systems ~~Auto-Injectors~~

1. Definitions

a. "Administer" means the direct application of an epinephrine delivery system to the body of an individual.

b. "Epinephrine delivery system" means a medication product approved by the United States Food and Drug Administration that automatically delivers a single, premeasured dose of epinephrine to prevent or treat a life-threatening allergic reaction.

c. "School" means a public school under Minnesota Statutes, section 120A.22, subdivision 4, or a nonpublic school, excluding a home school, under section 120A.22, subdivision 4, that is subject to the federal Americans with Disabilities Act.

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

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

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

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

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

Districts and schools may obtain and possess epinephrine delivery systems ~~auto-injectors~~ to be maintained and administered by school personnel, including a licensed nurse, to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine delivery system ~~auto-injector~~. The administration of an epinephrine delivery system ~~auto-injector~~ in accordance with Minnesota Statutes, section 121A.2207~~8~~ is not the practice of medicine.

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

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

The Commissioner of the Minnesota Department of Health must provide a district or school with a standing order for distribution of epinephrine delivery systems under Minnesota Statutes, sections 148.235, subdivision 8 and 151.37, subdivision 2.

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 121A.2207 to include the changes above.]

E. Sunscreen

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

F. Procedure regarding unclaimed drugs or medications

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

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

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

IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

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

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

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

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

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

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

Replacing: Policy 6180 (Medication Administration in School)
Policy 6180R (Procedures of Administration of Medication During the School Day)
First Reading: 09.19.2023
Second Reading: 10.17.2023
Adopted: 10.17.2023
Reviewed: 02.25.2025
Reviewed:

516.5 OVERDOSE MEDICATION

I. PURPOSE

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan)[1], and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day.

II. GENERAL STATEMENT OF POLICY

The school board authorizes school district administration to obtain and possess opioid overdose reversal medication, such as Naloxone to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

III. DEFINITIONS

A. **"Drug-related overdose"** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.

B. **"Naloxone Coordinator"** is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district's Naloxone Coordinator is the Assistant Superintendent or designee.

C. **"Opiate"** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having such addiction forming or addiction sustaining liability.

D. **"Opiate Antagonist"** means naloxone hydrochloride ("Naloxone") or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.

E. **"Standing Order"** means directions from the medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:

[1] Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the internasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intermuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an "IM kit."

1. Administration type

2. Dosage

3. Date of issuance

4. Signature of the authorized provider

IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES

A. The school district must maintain a supply of opiate antagonists at each school site to be administered in compliance with Minnesota law. Each school building must have two doses of nasal naloxone available on-site.

B. A licensed physician, a licensed advanced practice registered nurse authorized to prescribe drugs pursuant to Minnesota Statutes, section 148.235, or a licensed physician assistant may authorize a nurse or other personnel employed by, or under contract with, a public school may be authorized to administer opiate antagonists as defined under Minnesota Statutes, section 604A.04, subdivision 1.

C. A licensed practical nurse is authorized to possess and administer an opiate antagonist in a school setting notwithstanding Minnesota Statutes, 148.235, subdivisions 8 and 9.

D. District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a district-wide collaborative planning and implementation team ("District Planning Team") who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

1. The District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or designee or solicited as volunteers by the superintendent.

2. The District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of Naloxone or other Opiate Antagonist by school district staff at designated school sites and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.

3. The District Planning Team will develop district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:

a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;

b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;

c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and

d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.

4. The District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

E. Site Planning Teams

1. In consultation with the District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.

2. The Site Planning Team will be responsible for the coordination and implementation of this policy, district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and district wide procedures and guidelines.

F. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

G. The school district allows a student in grades 9 through 12 to possess and administer an opiate antagonist to another high school student. The protections of Minnesota Statutes, section 604A.04 apply to the possession and administration of opiate antagonists according to Minnesota Statutes, section 121A.224.

[NOTE: The 2025 Minnesota legislature enacted paragraph G. This provision is optional: school districts are not required to adopt paragraph G.]

V. NALOXONE STORAGE

A. The Site Planning Team will select Naloxone storage locations within the school site.

B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.

C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

VI. Privacy Protections

The school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

Legal References:
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.224 (Opiate Antagonists)
Minn. Stat. § 144.344 (Emergency Treatment)
Minn. Stat. § 148.235 (Prescribing Drugs and Therapeutic Devices)
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances)
Minn. Stat. § 604A.01 (Good Samaritan Law)
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)
Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)
20 U.S.C. § 1232g (Family Educational and Privacy Rights)

Cross Reference:
MSBA/MASA Model Policy 516 (Student Medication)
Minnesota Department of Health Toolkit on the Administration of Naloxone

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Reviewed:

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. Free School Meals Program

1. The Universal free school meals program is created within the Minnesota Department of Education and provides a free breakfast and lunch to all students enrolled in Duluth Public Schools.

2. Each school that 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 under that provision.

~~2~~3. ~~Each school 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.~~

~~3~~4. Families may apply for free/reduced-price meal benefits anytime during the school year. Meal applications are ~~distributed~~ available on the school district website and online 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.~~5. Each school that participates in the Universal free school meals program must:

a. ~~(1)~~ participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and

b. ~~(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.

c. ~~A student who has been determined eligible for free and reduced-price meals must always be served a reimbursable meal even if the student has an outstanding debt.~~

[NOTE: While subparagraph 3. above is inherent given subparagraph 2., MSBA recommends that school boards consider including subparagraph 3., which is stated in Minnesota Statutes, section 124D.111.]

~~D~~C. 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~~D. When a student has a negative account balance, the student will not be allowed to charge a second meal or ala carte items.

~~F~~E. 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. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

F. A student may purchase a second breakfast at the nonprogram price if the student has already selected a reimbursable breakfast.

G. A student may purchase a second lunch at the nonprogram price if the student has already selected a reimbursable lunch.

[NOTE: New paragraphs F and G apply if a school district receives school breakfast aid under Minnesota Statutes, section 124D.111 or school lunch aid under Minnesota Statutes, section 124D.111 respectively.]

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.

[NOTE: School districts that use a collection agency to collect unpaid school meals debt must address this in this policy. A new paragraph F. can be added to address the use of a collection agency.]

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.

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

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810 ~~Naming Rights & Naming School Facilities~~ NAMING RIGHTS AND NAMING SCHOOL FACILITIES

I. ~~Purpose~~ PURPOSE

The purpose of this policy is to establish the criteria and procedures for granting naming rights in relation to school district facilities, including buildings and grounds.

II. ~~General Statement of Policy~~ GENERAL STATEMENT OF POLICY

Duluth Public Schools recognizes the importance and significance of naming school district facilities and educational programs. The district will follow policy procedures when reviewing and acting upon all District or community-initiated requests. Facilities are district-owned buildings and properties and include spaces within buildings as well as outdoor fields, streets and areas. Educational programs are district approved learning opportunities that support a specific need or learning goal identified by the district.

Duluth Public Schools recognizes the following circumstances in which the school district may address naming:

The purchase or construction of a new building,
The re-naming of an existing facility,
Naming rights in consideration, and
Naming rights in recognition.

In each circumstance, the school district passes a formal resolution or enters into a written agreement about the nature of the new name or naming right. The provisions of this policy govern any agreement.

III. ~~Definitions~~ DEFINITIONS

A. "Facilities" are district-owned buildings which the main purpose is student instruction.
B. "Spaces" are areas within a facility or other property owned by the district.
C. "Naming rights in consideration" is recognition for financial contributions, sponsorship or other commercial transactions.
D. "Naming rights in recognition" is recognition of a significant contribution to the school district that the district wishes to honor.

IV. ~~Naming New Facilities~~ NAMING NEW FACILITIES

When a new facility is acquired or constructed or a facility is named for the first time, the superintendent will appoint a committee consisting of community members, students and employees to recommend appropriate names for the new facility.

Following the procedures outlined in this policy, the committee will provide two or three possible names to the superintendent who will make a recommendation to the school board for consideration.

The Superintendent, or designee, will provide the following guidance to the naming committee to guide the process of name recommendations:

A. In naming all facilities, due regard must be taken to maintain an appropriate balance between commercial considerations, current or historical context, and the role that names of facilities contribute to the school district's presence in the community. Also recognized is the role played by the name of a facility in assisting employees, students, and visitors to orient themselves.

B. Names must not be in conflict with the district's mission and vision. The long-term effects of the name must be considered. In the case of a name change, the facility staff and families must be notified of the naming process.

C. The naming committee shall keep notes and records of all discussions and methods used to determine name recommendations and recommendations will be sent to the Superintendent for consideration.

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V. ~~Name Changes/Re-Naming~~ NAME CHANGES/RE-NAMING

Once a facility is named, that name will remain with the facility unless changed or removed by the school board. Names will be changed using the same process outlined above. Names may be changed when the specific program or theme for which the facility was named changes, when the current name no longer supports the objective of the facility, or due to additions or renovations to an existing facility. Names may be removed at the discretion of the school board.

VI. ~~Granting Naming Rights~~ GRANTING NAMING RIGHTS

The District may agree to recognize contributions by granting naming rights to facilities and spaces owned by the district. Granting naming rights may be exclusive to a facility or space, or may be conjunction with an existing name already in use.

A. Spaces for which naming rights may be awarded:
   a. Auditoriums/Theaters
   b. Gymnasiums
   c. Libraries
   d. Gardens/Walks
   e. Athletic Fields/Facilities
   f. Concessions/Locker Rooms
   g. Other areas as approved by the school board

B. The Business Services office will engage a naming rights process outlined in this policy whenever a recommendation for any naming rights is submitted to the district, or if the district solicits requests for available naming rights opportunities in the district.

C. Each granting of naming rights is bound by a written agreement defined by this policy and all other applicable board policies.

VI. ~~Naming Rights in Consideration~~ NAMING RIGHTS IN CONSIDERATION

The school district may grant naming rights in consideration to recognize contributions made to the district. The contribution may be a financial contribution, sponsorship or the provision of equipment, materials, land or services. These contributions are at the discretion of the school district.

VII. ~~Naming Rights in Recognition~~ NAMING RIGHTS IN RECOGNITION

A. The school district may grant naming rights in recognition to recognize contributions to the district that were not contributed to the district for the purpose of receiving naming rights. Naming rights for these contributions are at the discretion of the school district.

B. One of the following criteria must be met for granting naming rights in recognition:

1. Recognition of outstanding service to the school district while serving in an academic or administrative capacity or outstanding service to the Duluth community; or

2. Recognition of the achievements of distinguished alumni; or

3. Recognition of a generous financial or other contribution from a donor (be it by way of donation, bequest, sponsorship, etc.), such being voluntary and not rendered in consideration of granting of naming rights.

VIII. ~~Process for Granting Naming Rights~~ PROCESS FOR GRANTING NAMING RIGHTS

The Business Services office will engage in the following processes to grant naming rights.

A. Upon request or solicitation of naming rights to a space or facility, the Business Services department will engage by notification on the District web site and through other media messaging that naming rights requests are open for submission.

B. Naming rights that include a financial contribution, sponsorship, or a provision of services or materials will be reviewed for reasonable valuation by Business Services. Naming rights in recognition being considered will be confirmed to meet standards set out in this policy.

C. Business Services will create a "Naming Rights Agreement" and submit to the Superintendent to make a recommendation to the school board. The Naming Rights Agreement should include, but are not limited to, the following:

a. Duration of Naming Rights. The duration of naming rights is decided or negotiated on a case-by-case basis.

b. Physical display of the naming rights is decided or negotiated on a case-by-case basis. In the case of buildings, the physical display of the naming rights will take into account the identification of the school district and opportunities offered by that building for the district. All displays must conform with zoning and other municipal regulations.

c. When "naming rights in recognition" is awarded, plaques may, with the approval of the Superintendent and manager of facilities, be installed in buildings.

d. "Naming rights in consideration" may be transferred by mutual agreement between all parties. "Naming rights in recognition" may not be transferred. e. Naming rights may be renewed by mutual agreement between all parties.

D. Limit of Naming Rights

a. On the Part of the District

The school district's right to use the name and other brand elements of the named party is permitted by express agreement with the named party.

b. On the Part of the Named Party

The named party, after whom a facility or space is named, has no decision making rights as to the purpose of the facility or space unless specifically provided for in the written agreement between the parties. The school district will not agree to any condition in an agreement that could unnecessarily limit progress toward the district's mission and purpose, statutory obligations, or the local authority of the school board. In turn, the named party has no liability in respect of that facility or space unless provided for in a specific contract between the parties. Any such limits must be included in any naming rights' agreement.

E. Termination of Naming Rights

In addition to any remedies for breach of the written agreement granting naming rights, the parties may terminate a naming rights agreement in advance of the scheduled termination date under the following conditions:

a. Termination by the District

The school district reserves the right, at its sole discretion, to terminate the naming rights without refund of consideration, prior to the scheduled termination date, should it feel it is necessary to do so to avoid the district being brought into disrepute.

b. Termination by the Named Party

The named party may, without refund of consideration, at it sole discretion, terminate its acceptance of the naming rights prior to the scheduled termination date, in the event that the school district directly brings the named party into disrepute.

First Reading: ~~April 27, 2021~~ 04.27.2021
Adopted: **~~May 18, 2021~~ 05.18.2021**
Reviewed:

4000 GENERAL HUMAN & COMMUNITY RESOURCES & RELATIONS POLICY

Personnel employed by the School District constitute the most important resource for effectively conducting a quality learning program. The goals of the School District's program for Human and Community Resources and Relations shall be:

1. To develop and implement those strategies and procedures for personnel recruitment, screening, and selection which will result in employing the best available candidates.
2. To establish conditions which will attract and retain, for all positions, the highest qualified personnel who will devote themselves to the education and welfare of all pupils.
3. To develop general employment strategies consistent with collective bargaining agreements for maximum contribution to the learning process and to utilize them as the primary basis for determining staff assignments.
4. To develop a climate in which optimum staff performance, morale, and satisfaction are produced.
5. To provide guidelines for compensation and benefits as well as other provisions for staff welfare.
6. To develop and utilize personnel evaluation processes which contribute to the improvement of both staff capabilities and the learning program.
7. To propagate a vigorous and planned effort to encourage all employees regardless of race, creed, color, national origin, age, physical impairment, or sex to find vital, satisfying, and productive job fulfillment at all levels of the organization.

Human and Community Resources and Relations policies shall apply to all employees of the School District and are limited in their application only as collective bargaining agreements may contain provisions differing from the policies.

Adopted: 06-09-1970 ISD 709
Revised: 12-11-1979
06-20-1995 ISD 709

4005 SCHOOL DISTRICT EMPLOYEES (IDENTIFICATION)

School District employees are identified as either providing classified services or licensed services.

Classified employees (secretaries, educational assistants, custodians, engineers, maintenance workers, technical service employees, non-licensed administrators) do not require a teaching or administrative license.

Licensed employees (superintendent, principals, directors, teachers, nurses, counselors, librarians, other instructional personnel) are those required to hold a current license by the State Department of Education.

Adopted: 06-09-1970 ISD 709
Revised: 12-11-1979
06-20-1995 ISD 709

4025 STANDARDS OF CONDUCT FOR PERSONNEL

Public confidence in the integrity and objectivity of all employees is an essential ingredient for the effective operation of the School District. Employees of the School District are entrusted with the welfare, property, security, and safety of the citizens they serve. Therefore, a need exists for standards of conduct applicable to all employees of the School District to ensure that the integrity of the School District is preserved.

Employees should pursue a course of conduct that does not violate public trust. Each employee should be aware that adherence to high ethical standards is vital to the successful performance of the individual's specific job in the school district. The public must be assured that no conflict exists between private interests and the official duties of employees of the School District.

The following standards shall apply to all employees of the School District:

1. Employees of the School District shall not accept other employment, temporary/part-time, or engage in private enterprises which will impair their independence of judgment in the exercise of School District duties. In evaluating the appropriateness of accepting other employment or operating a business, the employee shall consider the implied as well as a real conflict of interest. If an employee questions the propriety of other employment, he or she should consult his/her superiors for advice.

2. Employees shall not advertise, promote, or attempt to sell any article, investment, insurance, or other financial proposition to any person or business he/she supervises or inspects in the normal course of employment with the School District.

3. Employees shall not accept or agree to accept any compensation, reward, or gift for any service, advice, or assistance on matters related to School District employment with the following exceptions:

    a. employees who accept student teacher placements from teacher preparation institutions may accept an honorarium or stipend from that respective institution and
    b. in the event that a co-curricular or extra-curricular activity cannot take place due to a lack of officials or judges, a coach or advisor of a participating Duluth School District team or group may officiate or judge and be compensated for that service.

4. Employees should endeavor to pursue a course of conduct which will not raise suspicions among the public that they are likely to be engaged in acts that are in violation of the public trust. Each employee should remain conscious that the appearance as well as the reality of high ethical standards is vital.

5. Employees should not involve themselves in substantial outside employment beyond their normal work day during periods of time when they are not on vacation or leave of absence which would impair their ability to satisfactorily carry out their job-related responsibilities to the School District, impair their ability to provide for the safety of children to which they are in charge, or adversely affect the safety of co-employees.

Adopted: 06-09-1970 ISD 709
Revised: 05-10-1977
12-11-1979
08-09-1983
07-19-1994
06-20-1995
03-16-1999 ISD 709

4030 CONSULTANT SERVICES PERFORMED BY EMPLOYEES

Both the School District and the employee benefit when another school system, governmental unit, or other organization request that an employee of the School District be engaged as a paid consultant. Requests by staff members for professional leave to serve as consultants should generally be approved as long as the absence from the School District is reasonable.

A staff member who performs consultant service which is related to his/her educational expertise and/or job responsibility shall not accept an honorarium for such service, if said service is performed while on approved (paid) professional leave from the School District. An honorarium or pay may be accepted for such service if:

1. The employee performs such service while on vacation or unpaid leave.
2. The time required to perform the consultant service causes the employee to work a longer than normal work day. In this case, he/she may retain a dollar amount not to exceed one-third of the employee's daily rate of pay. The amount of honorarium in excess of one-third of one's daily rate of pay shall be deposited with the School District.

In all other cases, any honorarium or pay for consultant services shall be deposited with the School District. Such receipts may be utilized to promote the School District's program with which the employee is most directly involved.

Adopted: 02-10-1981 ISD 709
Revised: 06-20-1995 ISD 709

4045 RECRUITMENT, SELECTION, AND ASSIGNMENT OF PROFESSIONAL PERSONNEL

1. Recruitment and selection of staff shall be the responsibility of the Superintendent of Schools.

2. Excellence of educational preparation, appraisal of professional ability and likelihood of future development, general suitability for the particular position to be filled, the ability to relate effectively to students from a diverse population and employment and assignment goals for protected class employees shall be the most important criteria.

   General suitability shall be appraised in terms of character, professional attitude, enthusiasm, ability to communicate, special competencies related to the position, and personal motivation. Qualifications, and not patronage or nepotism, shall determine who shall be employed.

3. The School District shall not discriminate in favor of or against applicants or employees because they are related by blood or marriage to employees of the School District.

4. Consistent effort shall be made to keep the faculty of each school and the School District reasonably balanced taking into consideration:
   a. colleges or universities providing education/training
   b. experience in professional education
   c. spread of ages
   d. gender
   e. racial backgrounds
   f. job market supply and demand

5. All starting salaries and wages shall be set in accordance with the established salary schedules.

Adopted: 06-09-1970 ISD 709
Revised: 07-07-1970
11-27-1973
04-17-1977
01-09-1979
03-11-1980
03-10-1987
06-20-1995 ISD 709

4045R RECRUITMENT, SELECTION, AND ASSIGNMENT PROCEDURES

Job Qualifications

1. Each position will be clearly defined and described with job specifications and qualifications prior to seeking a person to fill the position.
2. Minnesota Department of Children, Families & Learning licensure for teaching and evidence of basic qualifications are to be regarded as minimum considerations for employment as a teacher.
3. The School Board may establish minimum and desirable job qualifications for persons assuming licensed positions if such qualifications are to call for more than a license issued by the Minnesota Department of Children, Families & Learning.
4. Where a screening process is required, an overall grade point average of at least 2.50 on a 4.00 scale for all collegiate courses is required for consideration as a teacher in the School District.
5. Teachers employed in grades 7-12 must have an academic major in any subject area in which they teach more than half time. For subjects taught less than half time, the teacher is required to hold at least an academic minor as otherwise required by the Minnesota Department of Children, Families & Learning, whichever standard is higher.

Hiring Process

The Director of Human Resources will be responsible for managing employment procedures. Well qualified candidates will be recruited to fill vacancies after the application of existing transfer procedures has been completed.

Job descriptions on file in the Human Resources Office shall include specifications and qualifications which provide basic guidelines including a requirement for sufficient training, experience, and general suitability to enable the School District to employ competent, qualified persons but shall not be so restrictive to exclude protected class applicants. Job descriptions shall be written by the appropriate administrator(s) and reviewed by the Director of Human Resources.

Advertisement of vacancies shall be the responsibility of the Director of Human Resources. Notices of vacancies shall be published in all or some of the following areas:

Statewide, including Duluth, Minneapolis, St. Paul
Upper Midwest, including Chicago, Des Moines, Detroit, Madison, Milwaukee
University Placement Agencies
Local Minority Organizations
School District Internet website and other relevant Internet website(s)

If recruiting in the foregoing agencies or locations does not produce a satisfactory number of candidates, the recruiting area shall be expanded until a sufficient number of candidates, including candidates from protected classes, are identified. The recruitment process shall

attempt to generate candidates in identified job categories every year.

The Human Resources Office will determine which applications are complete and meet minimum qualifications and are, therefore, appropriate for screening. An initial screening will be completed by a committee appointed by the appropriate administrator, with the approval of Director of Human Resources. The screening committee will consist of at least two persons. For the purpose of screening internal transfer and assignment requests, the appropriate administrator and Director of Human Resources will be the interview team. Otherwise, the initial screening committee will assign each application a point total based upon criteria established by the Superintendent which will include, when appropriate, a graduated scale of points for college grade point average. Except for internal transfer and assignment requests, screening will take place throughout the year with appropriate updating of the active list following each screening. Those applicants with the highest point totals will be considered the active list from which candidates for interview are selected. The number of applicants on the active list will be three (3) times the number of anticipated yearly vacancies in the licensure field in K-6 and five (5) times the number of anticipated yearly vacancies in other licensure areas. The administrator responsible for the position will review the screened list to determine those applicants (usually 3-6) to be interviewed for a particular vacancy based upon building and School District needs. The interview committee (usually four people) will be appointed by the principal or other supervisor with approval of the Director of Human Resources. Usually the principal or supervisor will serve as the chairperson of the interview committee with other members representing community and/or staff. Only if the incumbent for the position has been promoted to supervise the position may he/she be a member of the interview committee when selecting her/his replacement.

Efforts will be made to include protected class members in the screening/ interviewing process by establishing a pool of qualified volunteers from the protected classes willing to assist in the process.

The chairperson of the interview committee will be responsible for developing a set of questions to be asked during the interviews. The Director of Human Resources will be responsible for reviewing the proposed interview questions and scheduling the candidates for interview.

During the interview, interview committee members will assess the candidate's qualifications and acceptability for the position. After each interview, time will be allowed for interview committee members to record notes on the candidate. Each interview committee member will keep notes and records of each interview. The chairperson of the interview committee will complete at least two telephone references to confirm the qualifications of the top rated candidate(s) and prepare a recommendation that reflects the committee's findings. The recommendation will be submitted to the Director of Human Resources for review and processing. If no candidate interviewed is recommended, further search for an acceptable candidate will be made.

The rating sheets from each interview committee member and set of questions asked in the interview will be kept in the Human Resources Office for each position posted.

Interview committee members are expected to maintain confidentiality with regard to discussion carried on during the interview process. No interview committee member will discuss the interviews with applicants, candidates, or others outside the selection process.

The Human Resources Office will notify all candidates of the recommendation of the interview committee and submit the name of the recommended candidate to the Superintendent for consideration and approval/disapproval.

The Director of Human Resources and the Superintendent will concur on each proposed salary or wage to be paid prior to recommending the candidate to the School Board for final action.

Travel Expenses Associated With Pre-Employment Interviews

Expenses incurred by an applicant associated with interviewing may be reimbursed to the applicant by the School District with approval of the Superintendent. Upon completion of travel, the applicant will submit an itemized statement of any transportation and lodging expenses, including receipts, for approval by the Director of Human Resources.

Changes in Assignment

1. In keeping with his/her responsibilities, each principal or head of a unit in the School District shall share in the selection and assignment of school personnel whose work he/she will supervise.

2. Enrollment changes, late and unexpected loss of staff members and other exigencies, occasionally force transfers of employed personnel to assignments other than what was planned earlier.

Review of Regulation

These regulations will be reviewed by a committee representing certified staff, administration and the Human Resources Office every three years. Following the review, a report shall be made to the Human Resources Committee of the School Board.

Adopted: 07-28-1987 ISD 709
Revised: 01-16-1990
06-20-1995
05-15-2001 ISD 709

4060 PERSONNEL RECORDS

Personnel records shall be kept on all employees and shall include the following items applicable to the position:

1. Licensure status and copies of all licenses.
2. Official college transcripts.
3. Credentials from college, university, or private placement bureaus (if available and appropriate).
4. Employee evaluations.
5. Other related materials including communications of a positive or negative nature concerning the employee may be placed in an employee's personnel file by the employee's supervisor. An employee shall be furnished a copy of any derogatory material entered into the personnel file if (a) the material does not contain his/her signature or (b) a copy has not already been given the employee.
6. It shall be the responsibility of the individual employee to furnish to the Assistant to the Superintendent for Human and Community Resources and Relations official transcripts for any courses completed after the employee's initial employment with the School District. This includes official transcripts necessary to effect any change in the employee's placement on the salary schedule adopted for any given year.

All materials received for inclusion in a personnel file shall be stamped with date received for filing. A record shall be maintained in each personnel file of the date, names of persons outside the Human and Community Resources and Relations Office inspecting a file, and reason for such inspection.

The various data elements retained within personnel files shall be classified pursuant to M.S. 15.162 to 15.168:

1. Employees shall have the right to inspect their own personnel files upon written request as provided by M.S. 125.17, Subd. 12. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. The School District may destroy any material contained in personnel files as provided by law.
2. All evaluations shall be reviewed with the employee by his/her supervisor prior to filing. The employee shall be requested to sign the evaluation to indicate that he/she has reviewed the same and be given a copy upon request. Failure to sign the evaluation report, however, in no way detracts from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and employee so evaluated shall be informed.
3. Official grievances and/or complaints filed by any employee under the grievance procedure shall not be placed in the personnel file of the teacher nor shall such a grievance become a part of any other file or record utilized in personnel assignments nor shall it be used in any recommendations for personnel assignments.

Personnel records of all deceased, retired, or resigned employees shall be retained for ten years, after which time they may be microfilmed and destroyed.

Adopted: 06-09-1970 ISD 709
Revised: 08-09-1977
07-12-1983
06-20-1995 ISD 709

4075 EVALUATION OF PROFESSIONAL STAFF

Teaching involves a constant stream of professional decisions that affect the probability of learning. These decisions are made and implemented before, during, and after interaction with the student. Teaching, the most important element in an educational program, is recognized as both a science and an art which needs to be formally evaluated.

Evaluation of teaching should serve three purposes:

1. To raise the quality of instruction delivered to students.
2. To raise the standard of the teaching profession as a whole.
3. To aid the individual teacher to grow professionally by providing reinforcement and instruction.

The School Board delegates to the professional staff the responsibility of developing and organizing an effective evaluation program.

Adopted: 06-09-1970 ISD 709
Revised: 08-09-1983
10-09-1984
06-20-1995 ISD 709

4085 TENURED TEACHER EVALUATION

Philosophy

The School Board and the professional staff recognize that the primary goal of the School District is student learning and development. In order to reach this primary goal, a plan has been designed by which teacher performance will be monitored, developed, and continually updated.

Purpose

The primary purposes of the Teacher Evaluation Process are:

1. To promote student learning and development.
2. To enhance teacher effectiveness by encouraging initiative and creativity in curricular implementation and instructional support.
3. To reinforce and commend effective instruction and instructional support.
4. To develop effective communication and mutual respect between teachers and administrators involved in the process.

Process

In order to accomplish these purposes, the Tenured Teacher Evaluation Process incorporates a system which includes the following components:

1. A yearly Goal Setting and Review Process in which staff members will work toward achieving professional goals mutually agreed upon by the teacher and the principal or supervisor.
2. A Comprehensive Evaluation completed by the principal or supervisor once every three years to observe teaching and/or professional support skills and outcomes using a set of pre-determined criteria.

Goal Setting and Performance Review

All tenured staff members will participate in the Goal Setting and Performance Review annually. The teacher and principal or supervisor should discuss and select a goal or goals representing mutual agreement. All goals should be: (1) challenging, (2) stated precisely, (3) stated in measurable terms including outcome statements, and (4) designed to include a time-line for accomplishment.

The following two steps are involved in the Goal Setting Process.

1. An Initial Conference between the teacher and the principal or supervisor will be held during the early part of the school year. The statement(s) of the goal(s), the steps involved in achievement, and recommended time-line should be determined.
2. A Subsequent Conference will be held during the latter part of the school year at which time the teacher and the principal or supervisor will record their evaluations of the achievement of the goal(s).

Comprehensive Evaluation

1. Tenured staff will participate in the Comprehensive Evaluation a minimum of once every three years on a rotating basis established by the Superintendent.
2. The principal or supervisor has the prerogative to evaluate teachers more frequently if a need arises, and teachers may request to be evaluated more frequently.

A variety of methods will be used to observe and evaluate the teacher relative to the Comprehensive Evaluation. The Comprehensive Evaluation shall be based upon the following criteria:

1. Planning/Preparation
2. Providing Instruction and/or Instructional Support
3. Management and Organization
4. Adherence to Policies and Procedures
5. Rapport with Students, Parents, Colleagues, Administrators and Other Staff
6. Communication Skills
7. Professional and Personal Characteristics

Personnel Evaluated

All persons in licensed staff positions in the School District come under the Teacher Evaluation Process, with the exception of administrative staff covered under Administrative Evaluation. Non-tenure teachers will participate in the Comprehensive Evaluation three times a year.

Principals and supervisors are responsible for the evaluation of staff assigned to them. Administrators who share the responsibility of staff members will jointly prepare their evaluations.

Record Keeping

1. All records pertaining to the Comprehensive Evaluation Process will be maintained in the Human and Community Resources and Relations Office.
2. The teacher may request to see his/her personnel file.
3. The teacher will be requested to sign the Comprehensive Evaluation Report as an indication that he/she has reviewed same.
4. All records pertaining to goal setting will be kept in the principal's/ supervisor's working files.
5. Copies of all documents related to goal setting and the Comprehensive Evaluation will be provided to the teacher upon request.

Adopted: 06-10-1975 ISD 709
Revised: 01-11-1977
08-09-1983
06-11-1985
06-20-1995 ISD 709

4090 ADMINISTRATOR EVALUATION

Philosophy

The School Board and the professional staff recognize that the primary goal of the School District is student learning and development. The most important responsibility an administrator has as an instructional leader is performance evaluation. To be done adequately, it requires a considerable amount of time, and this time commitment should be understood and made from the beginning.

Purpose

The primary purpose of the Administrator Evaluation process is the improvement of instruction.

Assumptions

The basic assumptions related to the need for an Administrator Evaluation system are:

1. Administration is a valuable and necessary function in the School District.
2. Administration is a supportive function.
3. Each administrator brings to the School District areas of strength and areas where growth and development will improve his/her effectiveness.
4. The instructional staff needs to be formally evaluated and administrators should understand the need to be evaluated.
5. Periodic comprehensive evaluation of all personnel is necessary if planned change and improvements are to take place.

Process

The Administrator Evaluation system incorporates the following components:

1. A yearly Goal Setting and Review Process in which the administrator will work toward achieving professional goals mutually agreed upon by the administrator and his/her supervisor.
2. A Comprehensive Evaluation once every two years using a set of pre-determined criteria.

Goal Setting and Performance Review

All administrators will participate in the Goal Setting and Performance Review annually. The administrator and his/her supervisor should discuss and select a minimum of two goals representing mutual agreement. The goal(s) should relate to the administrator's professional duties and the School District's goals. All goals should be (1) challenging, (2) stated precisely, (3) stated in measurable terms, and (4) designed to include a time-line for accomplishment.

The Superintendent shall be annually evaluated by the School Board.

The following two steps are involved in the Goal Setting Process:

1. An Initial Conference between the administrator and his/her supervisor will be held during August or September. The statement(s) of the goal(s), the steps involved in achievement, and the recommended time-line should be determined.
2. A Subsequent Conference will be held in May or June at which time the

administrator and his/her supervisor will record their evaluations of the achievement of the goal(s).

Comprehensive Evaluation

1. Administrators will participate in the Comprehensive Evaluation a minimum of once every two years.

2. The supervisor has the prerogative to evaluate administrators more frequently if a need arises, and administrators may request to be evaluated more frequently.
A variety of methods will be used in observing and evaluating the administrator relative to the Comprehensive Evaluation. The Comprehensive Evaluation shall be based upon the following criteria:

1. Instructional Leadership
2. Administration and Supervision
3. Relationship to Other Administrators
4. Relationship to Staff
5. Relationship to students
6. Relationship to community
7. Professional characteristics
8. Personal characteristics

Record Keeping

1. All records pertaining to the Administrative Comprehensive Evaluation Process will be maintained in the Human and Community Resources and Relations Office.
2. The administrator may request to see his/her personnel file.
3. The administrator will be requested to sign the Comprehensive Report as an indication that he/she has reviewed same.
4. All records pertaining to goal setting will be kept in the working files of the administrator's supervisor.
5. Copies of all documents related to goal setting and the Comprehensive Evaluation will be provided to the administrator upon request.

Adopted: 06-10-1975 ISD 709
Revised: 01-11-1977
08-09-1983
06-11-1985
06-20-1995 ISD 709

4095 STUDENT TEACHERS

The Superintendent is authorized to enter into formal agreements with nearby teacher training institutions to place student teachers in the schools and arrange for appropriate contracts to cover the process of placements and honorariums to supervising teachers. A student teacher shall not be assigned to work with a teacher without the consent of the teacher and approval of the principal.

Only tenured teachers may serve as supervising teachers to student teachers, and only one student teacher may be assigned to a supervising teacher during a school year. Any exceptions to the assignment of student teachers must be authorized by the Superintendent or his/her designee.

Adopted: 06-09-1970 ISD 709
Revised: 08-09-1983
06-20-1995 ISD 709

4100 EXCHANGE TEACHERS

Teachers who wish to become involved in a teacher-exchange program should make their interest known to the Superintendent who will make a recommendation to the School Board based on what he/she believes to be in the best interest of students and the teacher.
A teacher subsequently approved to participate in an exchange program shall be entitled to all privileges and benefits of a regular teacher.

If the salary of the teacher on exchange is paid by the School District, the necessary deposits to the Duluth Teachers' Retirement Fund must be paid in the calendar year when they are due. If the salary is not paid by the School District, the exchange teacher may receive a year of credit into the Retirement Fund if the required deposits are paid by the teacher in the calendar year in which they are due.

Adopted: 06-09-1970 ISD 709
Revised: 08-09-1983
06-20-1995 ISD 709

4105 JOB SHARING

Tandem teaching is defined as the practice of assigning two (2) teachers to fill one (1) full time position, each working one (1) semester. As an alternate, each teacher could work four (4) hours per day for thirty-eight (38) weeks. Other reasonable plans may also be considered. Applications for tandem teaching must be made by May 15.

The following conditions shall be reviewed by the School Board prior to approving tandem teaching assignments:

1. The instructional program is not adversely affected.
2. That a qualified and properly licensed replacement can be employed to fill the vacancy created by the tandem teaching assignment.
3. A teacher on probation or substitute status shall not be eligible for a job sharing position.
4. Selection of teachers to fill the vacancy created by the tandem arrangement shall be made pursuant to terms of the bargaining agreement between the School Board and the Duluth Federation of Teachers.
5. A teacher who is on layoff status or is subject to layoff will not be eligible to assume a job sharing arrangement unless the School Board can be assured that the job sharing relationship will remain intact for the entire school year.
6. Participating teachers will receive one-half (½) of the contract salary he/she would receive for a thirty-eight (38) week period. In addition, all monetary and non-monetary fringe benefits shall be provided consistent with the terms of the collective bargaining agreement except:
   a. life and long term disability coverage shall be discontinued during any semester in which the teacher does not work;
   b. salary shall not be paid in advance of work performed;
   c. health insurance shall be paid for both participants for a full yearprovided the total salary paid both teachers working on a half (½) time basis will be the same or less than employing one of the teachers on a full time basis. Alternatively, where insufficient savings exists in one (1) tandem teaching arrangement, health insurance may still be provided if the savings of the group (all approved tandem teaching arrangements) is sufficient to provide coverage of individual arrangements. Should the savings not exist, the least senior teacher may, if he/she so elects, remain in the School District's hospitalization group provided he/she pays all quarterly premiums in advance to the school district.

Teachers accepting a tandem teaching assignment may not discontinue the assignment during the school year unless the School Board approves such discontinuance. In accepting and agreeing to a tandem teaching assignment, the teacher does not relinquish his/her tenure right to reinstatement to a full position or the extent of contract he/she worked prior to the tandem teaching assignment.

Adopted: 04-13-1982 ISD 709
Revised: 03-08-1983
04-17-1984
05-14-1985

06-10-1986
06-20-95 ISD 709

4115 PROFESSIONAL LEAVES (WITH PAY)

Professional leaves, usually a day or two duration, may be granted to individual staff members from the allocation of professional days provided to each school or department at the beginning of each year by the Superintendent or his/her designee. Individual teachers may apply for the use of these professional leave allocation days through their respective supervisors with final approval of the appropriate administrator.

A maximum of ten (10) days leave may be granted each teacher per school year. Requests for additional leave days will require approval by the Superintendent.

Adopted: 09-09-1980 ISD 709
Revised: 06-20-1995
09-16-1997 ISD 709

4120 CONTRACTUAL LEAVES (WITHOUT PAY)

Leaves involving military, child bearing/child rearing, organizational, study, or medical shall be administered in compliance with the collective bargaining agreement of the unit to which the employee is a member.

Adopted: 09-09-1980 ISD 709
Revised: 06-20-1995 ISD 709

4125 OTHER LEAVES OF ABSENCE (WITHOUT PAY)

Long Term Leaves

Long Term Leaves not specifically identified in an employee's collective bargaining agreement may be granted under the following conditions/circumstances:

1. An employee must have served four (4) consecutive years in a licensed professional capacity in the School District to qualify for a leave of one (1) school year. At the discretion of the School Board, a long term leave may be extended up to a maximum of one (1) additional year provided the extension meets the requirements of 3, 4, 5, and 6 of this section.
2. A second leave request shall not be considered until four (4) consecutive years or more have elapsed following the conclusion of the preceding long term leave.
3. The staff member must be working at least one-half (½) time or more during the preceding school year or, if on leave, when last employed by the School District in a tenured capacity.
4. Requests for leave must be submitted to the Director of Human Resources by April 15 of the year preceding the school year in which the leave is requested.
5. A leave shall not be recommended unless a properly licensed and otherwise qualified replacement is available.
6. Assurances are provided by both the employee and supervisors prior to granting the leave that disruption to the educational process will not take place by virtue of granting the leave.

Short Term Leaves

After an employee has completed three (3) consecutive years in a licensed position in the School District, the employee may request a leave without pay for up to two (2) consecutive weeks for reasons which are important to the employee or his/her immediate family provided the following conditions exist:

1. The need for the absence cannot be accommodated during non-working days.
2. A properly licensed and otherwise qualified substitute is available.
3. The leave is not being requested to extend a holiday or recess period within the school year.
4. A second short term leave is not approvable until four (4) consecutive years or more have elapsed since the conclusion of the first leave.
5. Assurances are provided by both the employee and supervisors prior to granting the leave that disruption to the educational process will not take place by virtue of granting the leave.

Religious Observance Leaves of Absence

Classified and certified employees may be granted leave of absence for religious observances when such observations occur on a school day and where the opportunity to participate in such observances does not occur at times outside the regular work day. Such absence shall be without pay except where the employee has accumulated annual vacation or personal leave, and in that case such day/half-day religious observance shall be charged against the accumulated annual vacation or personal leave of the employee.

Employees who are entitled to personal leave days through their collective bargaining agreements may elect to take time off without pay for religious observance so as to conserve personal leave days for other purposes.

Adopted: 06-09-1970 ISD 709
Revised: 07-18-1978
12-12-1978
09-09-1980
08-09-1983
03-14-1989

4130 MID-CAREER LEAVES OF ABSENCE

Within the discretion of the School Board, mid-career leaves of absence without pay may be granted to employees of the school district defined as "teachers" as provided in M.S. 125.03, Subd. 1, excluding superintendents, who desire to change their occupation or enter a full time program of study leading directly to securable employment outside public school education or administration. "Change in occupation" as referred herein shall mean employment of a permanent nature, other than that to which they are licensed to perform in a public school, and the employment which they have secured is ostensibly long term and continuous in nature. It is not the intent of this policy to allow leaves for medical, or other reasons beyond which is already provided in the collective bargaining agreement of the bargaining unit to which the employee is a member of otherwise provided in the Policies Regulations, By-laws of Independent School District 709.

The following guidelines shall also apply to such leaves:

1. The teacher must be a permanently assigned full-time employee of the district at the time application for the leave is made. Additionally, the employee must have completed at least five (5) years of full time (or the equivalency of same) service to the district and have at least ten (10) years of TRA, DTRFA, STPTRFA or MTRFA covered allowable service in the State of Minnesota. Furthermore, leave may not be granted to employees in licensure areas wherein the district is experiencing difficulties in recruiting replacements.

2. The leave request shall not be less than nor more than three (3) years. Within the discretion of the School Board, leave may be extended on an annual basis up to a maximum of two additional years. In order to qualify for extension of the leave, the teacher must request such extension in writing before February 1 and provide written reasons for requesting an exception to this policy.

3. The leave shall be granted only once per employee.

4. A teacher on such a leave shall advise the School Board of his/her intention to return before February 1 in the school year preceding the school year in which he/she wishes to return. Furthermore, should the teacher make any change in occupation or course of study from that upon which the initial request for leave was granted at any time during the leave, the teacher's leave shall expire on the following February 1 subsequent to such change. In the event the teacher makes any such change, the teacher may resubmit a request to the School Board before February 1, and the Board may either reaffirm the leave pursuant to the guidelines of this policy for the remaining period of the initial leave or reinstate the teacher to a position at the beginning of the next school year as provided in paragraph 5 below. Should the teacher's employment or study cease for any reason, the teacher must notify the School Board of the same within thirty (30) days subsequent to such cessation. The Commissioner of Education shall be notified in writing whenever a teacher who was granted a leave prior to 7/1/84 returns to teaching from a leave.

5. Right of reinstatement shall be to a position for which the teacher is licensed as of February 1 preceding the school year in which reinstatement is sought, unless the teacher is discharged or placed on unrequested leave of absence pursuant to M.S. 125.17 while on leave. A teacher failing to notify the School Board of his/her intent to be reinstated to the employment of the school district by February 1 of the final year of the leave which was granted shall result in the teacher's loss of seniority and continuing contract rights, unless the teacher was placed on unrequested leave of absence while on a mid-career leave of absence, in which case, the School District shall adhere to the terms, if any, of the collective bargaining agreement to which the teacher is a member.

6. A teacher shall retain seniority and continuing contract rights without interruption during the period of leave.

7. Years spent by a teacher on such leave of absence shall not be included in the determination of his/her salary upon his/her return to teaching in the School District.

Adopted: 07-18-1978 ISD 709
Revised: 09-09-1980
03-08-1983
04-17-1984
05-14-1985
06-20-1995 ISD 709

4135 CLASSIFIED PERSONNEL

Recruitment, Selection, and Appointment

1. Recruitment and selection of classified staff shall be the responsibility of the Superintendent.
2. Those candidates best qualified for a position will be selected for permanent positions. Appropriateness of educational preparation, appraisal of professional ability and likelihood of future development, general suitability for the particular position to be filled, the ability to relate effectively and with sensitivity to students and staff from a diverse population, and employment and assignment goals for protected class employees shall be the most important criteria. Qualifications, and not patronage or nepotism, shall determine who shall be employed.
3. The School District shall not discriminate in favor of or against applicants or employees because they are related by blood or marriage to employees of the School District.
4. All starting salaries and wages shall be set in accordance with the established wage and salary schedules.

Adopted: 03-14-1989 ISD 709
Revised: 06-20-1995 ISD 709

4135R CLASSIFIED PERSONNEL PROCEDURES

Employment Process

The Assistant to the Superintendent for Human and Community Resources and Relations is responsible for managing employment procedures. Existing transfer/promotion provisions of appropriate unit contracts shall be fulfilled before outside candidates are recruited or considered. Regulations outlined below will apply as much as possible to the selection process for internal transfer/promotion. Strong efforts will be made to include at least one minority representative and provide for gender balance on all screening and interviewing committees.

Job Qualifications

Position requirements will be clearly defined and on file in the Human and Community Resources and Relations Office. Job descriptions shall include non-discriminatory specifications and qualifications which provide basic guidelines which include requirements for sufficient training, experience, and general suitability to enable the school district to employ competent, qualified persons.

Recruitment of Candidates

Advertisement of vacancies shall be the responsibility of the Administrator of Non-Certified Employees. Applicants may be recruited through referrals from Job Service, through advertisements in the local or other appropriate newspapers, and through referrals from the minority community.

Screening

The Human and Community Resources and Relations Office will determine which of the applications received by the district are complete and meet minimum qualifications and are, therefore, appropriate for screening. Screening will be done by a committee of at least two persons. The committee will assign each application a point total based upon the requirements of the job description and the needs of the particular position. Applicants with the highest point totals will be considered for interview.

Interviewing

The interview team will usually consist of four people and will be appointed by the appropriate administrator with approval of the Contract Administrator. The administrator will serve as the chairperson of the interview committee and will also be responsible for developing a set of questions to be asked during the interview. (These questions should be reviewed before the interviews by the Contract Administrator.) The Contract Administrator is responsible for scheduling the candidates for interview. Only if the incumbent for the position has been promoted to supervise the position may he/she be a member of the interview team when selecting his/her replacement.

During the interview, the committee members will assess the candidate's qualifications and acceptability for the position. After each interview, time will be allowed for committee members to record notes about the candidate. The chairperson will complete at least two telephone employment reference checks (with appropriate forms supplied by Human and

Community Resources and Relations) to confirm the qualifications of the top-rated candidate(s), and prepare a recommendation that reflects the committee's findings. The recommendation will be submitted to the Contract Administrator. If no candidate interviewed is recommended, further search for an acceptable candidate will be made.

The rating sheets from each committee member and a set of questions asked in the interview will be reviewed and kept in the Human and Community Resources and Relations Office. Committee members are expected to maintain confidentiality with regard to the screening and interviewing processes. Committee members will not discuss the screening or interview process with interviewees, candidates, or any others outside the selection process.

The Human and Community Resources and Relations Office will notify all candidates of the recommendation of the committee and submit the recommendation to the Superintendent for consideration and referral to the School Board. Wage will be determined according to the appropriate unit's contract provisions.

For positions with a high incidence of hiring, the Human and Community Resources and Relations Office may choose to complete a selection process on a periodic basis.

Applications in these cases will be screened, points totaled, and a list established from which hiring may be done at any time during the period. Efforts will be made in the future to apply the guidelines herein to those positions classified as hourly/temporary/part-time, thereby extending consistent practice to all areas of employment.

Adopted: 03-14-1989 ISD 709
Revised: 01-16-1990
06-20-1995 ISD 709

4140 CIVIL SERVICE EMPLOYEES

The following terms and conditions of employment for all classified employees shall be governed by Civil Service Rules 1-20 except as may be otherwise provided in the School District's collective bargaining agreements: (a) Assignment and Transfer, (b) Orientation, Promotion, Demotion, (c) Leaves, (d) Service Ratings, (e) Layoffs, (f) Probation, (g) Removals, (h) Resignations, (i) Miscellaneous provisions and amendments, (j) Classifications, and (k) Employment.

Adopted: 08-09-1983 ISD 709
Revised: 06-20-1995 ISD 709

4145 EMPLOYEE ASSISTANCE

The School Board and the Duluth Federation of Teachers Local 692, AFT, Duluth Principals' Association, Duluth District-wide Instructional Administrators' Association, Non-Certified School Employees Association, General Drivers' Union Local 346, City & County Public Service Union Local 66, Duluth School Employees Union Local 956, I. B. of F. & O., and Executive Employees Association recognize that a wide range of problems not directly associated with one's job function can have an effect on an employee's job performance. In most instances the employee will overcome such personal problems independently and the effect on job performance will be negligible. In other instances, normal assistance will serve either as motivation or guidance by which such problems can be resolved so the employee's job performance will return to an acceptable level. In some cases, however, the employee cannot resolve his/her problems and unsatisfactory performance persists.

The School District and the unions/associations believe it is in the interest of the employee and the employee's family, that the School District and the union/associations provide an employee service which deals with such persistent problems. Therefore, it is the policy to handle such problems within the following framework:

1. The School District and the unions/associations recognize that almost any human problem can be successfully resolved provided it is identified in its early stages and referral is made to an appropriate caregiver. This applies whether the problem be one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse, legal problems, or other concerns.
2. The purpose of this program is to assure employees if such personal problems are the cause of unsatisfactory job performance, they will receive careful consideration and an offer of assistance to help resolve such problems in an effective and confidential manner. Since employee work performance can be affected by the problems of an employee's spouse or other dependents, the program is available to the families of our employees as well.
3. When an employee's job performance or attendance is unsatisfactory and the employee is unable or unwilling to correct the situation, either alone or with normal assistance, this is an indication that there may be some cause outside of the realm of his/her job responsibilities which is the basis of his/her problem.
4. Employees will be assured by the School District that their job and job future, and reputation will not be jeopardized by utilizing this employee service.
5. An employee's unsatisfactory job performance shall be handled in a forthright manner. Serving agencies shall maintain complete confidentiality in employee interviews and agency records.
6. In instances where it is necessary, sick leave shall be granted for treatment or rehabilitation on the same basis as is granted for ordinary health problems. In all cases, if an employee requests a leave of absence without pay for purposes of receiving treatment or therapy, up to a year shall be granted. Employees referred through the program by their supervisor may be requested by the school district to secure adequate medical, rehabilitative counseling or other services as may be necessary to resolve their problems. The employee shall receive full compensation

as if he/she remained regularly employed for the duration of the treatment and/or rehabilitation, as limited by the individual working agreements.

7. Any employee who has a problem which he/she feels may affect work performance is encouraged to voluntarily seek counseling and information on a confidential basis by contacting a designated agency or resource.
8. Record of contact, referral, or treatment with any caregiver or Case Review Committee proceedings will not be recorded or included in any form on employee permanent personnel record or file or used in disciplinary actions.
9. If the employee refuses the offer of help and job performance or attendance problems continue, the matter may be brought before the Case Review Committee of this program. (see paragraph 11)
10. If the matter cannot be satisfactorily resolved by the Case Review Committee, disposition of the matter will proceed under the existing collective bargaining contractual relations between the school district and the bargaining unit.
11. To coordinate and implement this program, the School District and bargaining units agree to establish a Policy Review Committee. The Committee shall:
    a. Be composed of equal representation: two representatives from employer; two from employees' bargaining unit, and one caregiver.
    b. Review the effectiveness of the program semi-annually. See that reasonable uniformity in treatment is maintained.
    c. Maintain for each union/association and employer a current listing of available community referral, treatment, and diagnostic counseling services.
    d. Approve an informational program for school district supervisors and union/association representatives.
12. To provide specific case review, a Case Review Committee will be established consisting of two representatives from employer, two from employees' bargaining unit, and one caregiver.

Adopted: 06-10-1975 ISD 709
Revised: 04-08-1980
<u>06-20-1995 ISD 709</u>

4150 EMPLOYEES' ORGANIZATIONS

Employees of the School District are free to join any employee organization to which they are eligible for membership. They also have the right to abstain from membership in any employee organization. The School Board and the school administration shall not try to influence an employee in the selection of an employee organization. When space in school buildings is made available to organizations, such space shall be made available to them equally outside of the normal working hours so as not to reflect any preference for one organization over another. The School Board and the school administration hold the principal of each school responsible for activities which occur within the school. Plans for meetings to be held in any school must be cleared with the principal of the building and a building use permit must be obtained from the central office.

Employees who are elected officers or appointed representatives of a bargaining unit shall be granted reasonable time off without pay for the purpose of conducting the duties of the exclusive representative. A leave of absence without pay, upon request, shall be granted to elected or appointed officials of the exclusive representative. Such leave shall not be for more than one year, subject to renewal for any additional year with the approval of the School Board.

Reference: MSA 179.66 subd. 10

Adopted: 06-09-1970 ISD 709
Revised: 08-09-1983
06-20-1995 ISD 709

4155 PAY FOR SUBSTITUTE TEACHERS AND TEMPORARY CLASSIFIED PERSONNEL

Recommendations for rates of pay for substitute teachers and classified temporary substitute personnel will be made by the Assistant to the Superintendent for Human and Community Resources and Relations in consultation with the Superintendent and the Director of Business and Finance. After an annual review of the compensation for positions covered by this policy, a recommendation will be made for possible changes to the Budget Committee. The recommendations will be submitted to the School Board for action.

The rates for individual groups of employees will be reviewed each time the collective bargaining agreement is concluded for the specific group of workers performing same or similar work.

When determining whether to recommend raising or lowering a rate of pay for a group of substitute or temporary employees, the Assistant to the Superintendent for Human and Community Resources and Relations will be guided by the following factors:

1. The necessity to accomplish the work of the School District in a cost effective manner.
2. The rate of pay for permanent employees of the School District doing similar work.
3. The needs of the specific department or program employing the substitutes.
4. The general rates of pay for casual workers doing similar work in Duluth and the surrounding areas.
5. The general availability of workers who are willing to accept assignment as substitute or temporary employees.

Current rates of pay for substitute teachers and temporary classified personnel will be on file and available to interested persons in the Human and Community Resources and Relations Office.

Adopted: 10-17-1984 ISD 709
Revised: 02-17-1987
01-16-1989
11-13-1990
08-13-1991
06-20-1995 ISD 709

4160 EMPLOYEE RECOGNITION AND/OR MEMORIALS

Families or friends wishing to establish a memorial for living or deceased employees are encouraged to consider the following as appropriate and acceptable memorials:

1. Scholarship fund in name of living or deceased employee. Donor should make gift in accordance with scholarship guidelines established for that particular fund.
2. Recognition plaque and/or portrait to be displayed for a predetermined period in the location/building where long term service was provided.
3. Presentation of funds for the purchase of equipment or furnishings to the school with appropriate accompanying and identifying plaque.

Proposals for memorials not in the above three categories shall be referred to the School Board for acceptance or rejection.

Adopted: 02-12-1980 ISD 709
Revised: 06-20-1995 ISD 709

4171-1 FORM: EMPLOYEE AUTHORIZATION FOR RELEASE OF INFORMATION

To: _____[School District]

RE: Personnel Records of _____[name]

_____
(Date of Birth and/or Social Security Number)

This is your full and sufficient authorization, pursuant to Minn. Stat. 13.05, subd. 4 and Minn. Rules 1205.1400, subp. 4, to release to, their representatives or employees, all information pertaining to [describe]

_____
_____

_____ maintained by the employer
school district, with the following exceptions:

The information is needed for the purpose of _____
[specify]

This authorization specifically includes records prepared prior to the date of this authorization and records prepared after the date of this authorization, such records to be used only for the purpose specified. I do not authorize re-release of this information by the third party.
I understand that I may revoke this consent in writing at any time. Upon the fulfillment of the above-stated purpose, this consent will automatically expire without my express revocation.

A photocopy of this authorization will be treated in the same manner as an original.

Dated: _____

Signature of Employee:_____

ATTENTION PUBLIC FACILITIES: Minnesota Statutes Section 13.05 requires automatic expiration of this authorization one (1) year from the date of authorization.

Adopted: 06-19-2001 ISD 709

4171 PUBLIC AND PRIVATE PERSONNEL DATA

I. PURPOSE - The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its personnel.

II. GENERAL STATEMENT OF POLICY

A. All data on individuals collected, created, received, maintained or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
B. All other data on individuals is private or confidential.

III. DEFINITIONS

A. "Public" means that the data is available to anyone who requests it.
B. "Private" means the data is available to the subject of the data and to school district staff who need it to conduct the business of the school district.
C. "Confidential" means the data is not available to the subject.
D. "Parking space leasing data" means the following government data on an application for, or lease of, a parking space: residence address, home telephone number, beginning & ending work hours, place of employment & work telephone number.
E. "Personnel data" means data on individuals collected because they are or were employees of the school district, or an individual was an applicant for employment, volunteers for the school district, or is a member of or applicant for an advisory board or commission.
F. "Finalist" means an individual who is selected to be interviewed by the school board for a position.

IV. PUBLIC PERSONNEL DATA

A. The following information on employees, including volunteer & independent contractors, is public:
    1. Name
    2. Actual gross salary
    3. Salary Range
    4. Contract Fees
    5. Actual gross pension
    6. The value & nature of employer-paid fringe benefits
    7. The basis for & the amount of any added remuneration, including expense reimbursement, in addition to salary
    8. Job title
    9. Bargaining unit
    10. Job description
    11. Education & training background
    12. Previous work experience
    13. Date of first & last employment
    14. The existence & status of any complaints or chargers against the employee, regardless of whether the complaint or charge resulted in disciplinary action

15. The final disposition of any disciplinary action, as defined in Minnesota Statute 13.43, Subd. 2(b), together with the specific reasons for the action & data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district
16. The terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than $10,000 of public money, & such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data
17. Work location
18. Work telephone number
19. Badge number
20. Honors & awards received
21. Payroll timesheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or medical leave or other not public data
22. City & county of residence

B. Personnel data may be disseminated to labor organizations to the extent the school district determines it is necessary for the labor organization to conduct its business or when authorized by the Commissioner of the Bureau of Mediation Services.

C. The following information on applicants for employment or advisory board/commission is public:
   1. Veteran status
   2. Relevant test scores
   3. Rank on eligible list
   4. Job history
   5. Education and training
   6. Work availability

D. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they become finalists for an employment position.

E. Names & home addresses of applicants for appointment to & members of an advisory board/commission are public.

F. Regardless of whether there has been a final disposition as defined in Minnesota Statute 13.43, Subd. 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minnesota Statute 13.43, Subd. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.

V. PRIVATE PERSONNEL DATA

A. All other personnel data is private & will only be shared with school district staff whose work requires such access. Private data will not be otherwise released unless authorized by law or by the employee's informed written consent.

B. Data created, collected or maintained by the school district to administer employee

assistance programs are private.

C. Parking space leasing data is private.
D. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee
E. The school district may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
   1. The person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
   2. A pre-petition screening team conducting an investigation of the employee under Minnesota Statute 253B.07, Subd. 1; or;
   3. A court, law enforcement agency or prosecuting authority.
F. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
G. The school district shall make any report to the board of teaching or the state board of education as required by Minnesota Statute 122A.20, Subd. 2, & shall, upon written request from the licensing board having jurisdiction over a teacher's license, provide the licensing board with information about the teacher from the school district's files, any termination or disciplinary proceeding, & settlement or compromise, or any investigative file in accordance with Minnesota Statute 122A.20, Subd. 2.
H. Private personnel data shall be disclosed to the department of economic security for the purpose of administration of the reemployment insurance program under Minnesota Chapter 268.

VI. MULTIPLE CLASSIFICATIONS - If data on individuals is classified as both private and confidential by Chap. 13, or any other state or federal law, the data is private.

VII. CHANGE IN CLASSIFICATIONS - The classification of data in the possession of the school district shall change if it is required to do so to comply with other judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

VIII. RESPONSIBLE AUTHORITY - The school district has designated the Superintendent of Schools or his/her designee, (218) 336-8752, as the authority responsible for personnel data. If you have any questions, contact his/her office.

IX. EMPLOYEE AUTHORIZATION/RELEASE FORM - An employee authorization form is included as an addendum to this policy. See 4171 - 1Legal References:
Minnesota Statute Chapter 13 (Minnesota Government Data Practices Act)
Minnesota Statute 13.02 (Definitions)
Minnesota Statute 13.43 (Personnel Data)
Minnesota Statute 122A.20, Subd. 2 (Mandatory Reporting)

Adopted: 06/19/01 ISD 709
Revised: 07/17/12
08/19/03
08/21/12 ISD 709

4175 CONTRACTED SERVICES AND STIPENDS

The School Board realizes that contracted services are necessary in carrying out the mission of the School District. The School Board further believes that stipends paid for these services must be fair, reasonable, consistent, and non-discriminatory. Therefore, the Board directs the Superintendent of Schools to implement the following for remuneration of contracted services:

1. Rates of Pay or the amount of stipend paid to employees of the School District for services provided outside their regular working hours will be paid at the rate of pay established with the collective bargaining unit or at the hourly rate identified by the Human and Community Resources and Relations Office.
2. When community members or volunteers are paid stipends for participation at meetings where students and teachers of the School District are not present, a stipend of up to $100 per individual or $500 per event for all participants combined for a full day (8 hours) with the pre-approval of the administrator responsible for the program budget.
3. Independent contracting for services provided to the School District and stipends must be approved by the School Board.
4. A consultant performing contract for services is defined as a person with the expertise and training to impart knowledge and process for the purpose of educating a group of people.
5. Each month the Business and Finance Office will present a list of contracted services payments to the School Board committee receiving bills, payroll, contracts, and budget.

Adopted: 02-16-1993 ISD 709
Revised: 06-20-1995
08-17-1999 ISD 709

4000 GENERAL HUMAN & COMMUNITY RESOURCES & RELATIONS POLICY

Personnel employed by the School District constitute the most important resource for effectively conducting a quality learning program. The goals of the School District's program for Human and Community Resources and Relations shall be:

1. To develop and implement those strategies and procedures for personnel recruitment, screening, and selection which will result in employing the best available candidates.
2. To establish conditions which will attract and retain, for all positions, the highest qualified personnel who will devote themselves to the education and welfare of all pupils.
3. To develop general employment strategies consistent with collective bargaining agreements for maximum contribution to the learning process and to utilize them as the primary basis for determining staff assignments.
4. To develop a climate in which optimum staff performance, morale, and satisfaction are produced.
5. To provide guidelines for compensation and benefits as well as other provisions for staff welfare.
6. To develop and utilize personnel evaluation processes which contribute to the improvement of both staff capabilities and the learning program.
7. To propagate a vigorous and planned effort to encourage all employees regardless of race, creed, color, national origin, age, physical impairment, or sex to find vital, satisfying, and productive job fulfillment at all levels of the organization.

Human and Community Resources and Relations policies shall apply to all employees of the School District and are limited in their application only as collective bargaining agreements may contain provisions differing from the policies.

Adopted: 06-09-1970 ISD 709
Revised: 12-11-1979
06-20-1995 ISD 709

4005 SCHOOL DISTRICT EMPLOYEES (IDENTIFICATION)

School District employees are identified as either providing classified services or licensed services.

Classified employees (secretaries, educational assistants, custodians, engineers, maintenance workers, technical service employees, non-licensed administrators) do not require a teaching or administrative license.

Licensed employees (superintendent, principals, directors, teachers, nurses, counselors, librarians, other instructional personnel) are those required to hold a current license by the State Department of Education.

Adopted: 06-09-1970 ISD 709
Revised: 12-11-1979
06-20-1995 ISD 709

4025 - STANDARDS OF CONDUCT FOR PERSONNEL

Public confidence in the integrity and objectivity of all employees is an essential ingredient for the effective operation of the School District. Employees of the School District are entrusted with the welfare, property, security, and safety of the citizens they serve. Therefore, a need exists for standards of conduct applicable to all employees of the School District to ensure that the integrity of the School District is preserved.

Employees should pursue a course of conduct that does not violate public trust. Each employee should be aware that adherence to high ethical standards is vital to the successful performance of the individual's specific job in the school district. The public must be assured that no conflict exists between private interests and the official duties of employees of the School District.

The following standards shall apply to all employees of the School District:

1. Employees of the School District shall not accept other employment, temporary/part-time, or engage in private enterprises which will impair their independence of judgment in the exercise of School District duties. In evaluating the appropriateness of accepting other employment or operating a business, the employee shall consider the implied as well as a real conflict of interest. If an employee questions the propriety of other employment, he or she should consult his/her superiors for advice.

2. Employees shall not advertise, promote, or attempt to sell any article, investment, insurance, or other financial proposition to any person or business he/she supervises or inspects in the normal course of employment with the School District.

3. Employees shall not accept or agree to accept any compensation, reward, or gift for any service, advice, or assistance on matters related to School District employment with the following exceptions:

    a. employees who accept student teacher placements from teacher preparation institutions may accept an honorarium or stipend from that respective institution and
    b. in the event that a co-curricular or extra-curricular activity cannot take place due to a lack of officials or judges, a coach or advisor of a participating Duluth School District team or group may officiate or judge and be compensated for that service.

4. Employees should endeavor to pursue a course of conduct which will not raise suspicions among the public that they are likely to be engaged in acts that are in violation of the public trust. Each employee should remain conscious that the appearance as well as the reality of high ethical standards is vital.

5. Employees should not involve themselves in substantial outside employment beyond their normal work day during periods of time when they are not on vacation or leave of absence which would impair their ability to satisfactorily carry out their job-related responsibilities to the School District, impair their ability to provide for the safety of children to which they are in charge, or adversely affect the safety of co-employees.

Adopted: 06-09-1970 ISD 709
Revised: 05-10-1977
12-11-1979
08-09-1983
07-19-1994
06-20-1995
03-16-1999 ISD 709

4095 STUDENT TEACHERS

The Superintendent is authorized to enter into formal agreements with nearby teacher training institutions to place student teachers in the schools and arrange for appropriate contracts to cover the process of placements and honorariums to supervising teachers.
A student teacher shall not be assigned to work with a teacher without the consent of the teacher and approval of the principal.

Only tenured teachers may serve as supervising teachers to student teachers, and only one student teacher may be assigned to a supervising teacher during a school year. Any exceptions to the assignment of student teachers must be authorized by the Superintendent or his/her designee.

Adopted: 06-09-1970 ISD 709
Revised: 08-09-1983
06-20-1995 ISD 709

4115 PROFESSIONAL LEAVES (WITH PAY)

Professional leaves, usually a day or two duration, may be granted to individual staff members from the allocation of professional days provided to each school or department at the beginning of each year by the Superintendent or his/her designee. Individual teachers may apply for the use of these professional leave allocation days through their respective supervisors with final approval of the appropriate administrator.

A maximum of ten (10) days leave may be granted each teacher per school year. Requests for additional leave days will require approval by the Superintendent.

Adopted: 09-09-1980 ISD 709
Revised: 06-20-1995
09-16-1997 ISD 709

4120 CONTRACTUAL LEAVES (WITHOUT PAY)

Leaves involving military, child bearing/child rearing, organizational, study, or medical shall be administered in compliance with the collective bargaining agreement of the unit to which the employee is a member.

Adopted: 09-09-1980 ISD 709
Revised: 06-20-1995 ISD 709

4150 EMPLOYEES' ORGANIZATIONS

Employees of the School District are free to join any employee organization to which they are eligible for membership. They also have the right to abstain from membership in any employee organization. The School Board and the school administration shall not try to influence an employee in the selection of an employee organization. When space in school buildings is made available to organizations, such space shall be made available to them equally outside of the normal working hours so as not to reflect any preference for one organization over another. The School Board and the school administration hold the principal of each school responsible for activities which occur within the school. Plans for meetings to be held in any school must be cleared with the principal of the building and a building use permit must be obtained from the central office.

Employees who are elected officers or appointed representatives of a bargaining unit shall be granted reasonable time off without pay for the purpose of conducting the duties of the exclusive representative. A leave of absence without pay, upon request, shall be granted to elected or appointed officials of the exclusive representative. Such leave shall not be for more than one year, subject to renewal for any additional year with the approval of the School Board.

Reference: MSA 179.66 subd. 10

Adopted: 06-09-1970 ISD 709
Revised: 08-09-1983
06-20-1995 ISD 709

4155 PAY FOR SUBSTITUTE TEACHERS AND TEMPORARY CLASSIFIED PERSONNEL

Recommendations for rates of pay for substitute teachers and classified temporary substitute personnel will be made by the Assistant to the Superintendent for Human and Community Resources and Relations in consultation with the Superintendent and the Director of Business and Finance. After an annual review of the compensation for positions covered by this policy, a recommendation will be made for possible changes to the Budget Committee. The recommendations will be submitted to the School Board for action.

The rates for individual groups of employees will be reviewed each time the collective bargaining agreement is concluded for the specific group of workers performing same or similar work.

When determining whether to recommend raising or lowering a rate of pay for a group of substitute or temporary employees, the Assistant to the Superintendent for Human and Community Resources and Relations will be guided by the following factors:

1. The necessity to accomplish the work of the School District in a cost effective manner.
2. The rate of pay for permanent employees of the School District doing similar work.
3. The needs of the specific department or program employing the substitutes.
4. The general rates of pay for casual workers doing similar work in Duluth and the surrounding areas.
5. The general availability of workers who are willing to accept assignment as substitute or temporary employees.

Current rates of pay for substitute teachers and temporary classified personnel will be on file and available to interested persons in the Human and Community Resources and Relations Office.

Adopted: 10-17-1984 ISD 709
Revised: 02-17-1987
01-16-1989
11-13-1990
08-13-1991
06-20-1995 ISD 709

4036R DRUG AND ALCOHOL TESTING (CONT.)

A. General Statement of Policy/Regulation

All persons subject to commercial drivers license requirements shall be tested for alcohol, marijuana, cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to Part 40 of Title 49 of the Federal Code of Regulations. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the Evidential Breath Testing Device (EBT).
2. "Commercial motor vehicle" (CMV) includes vehicles: designed to transport 16 or more passengers, including the driver; with a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a GVWR of 10,000 pounds; all classes of school busses.
3. "Driver" includes full-time, regularly employed drivers, casual, intermittent or occasional drivers.
4. "Evidential Breath Testing Device" (EBT) means an EBT approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration.
5. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving laboratory results generated by the school districts drug testing program who has knowledge of substance abuse disorders and appropriate medical knowledge and training to interpret and evaluate an individuals positive test result together with that individuals medical history and any other biomedical information.
6. "Safety-sensitive functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
7. "Screening Test Technician" (STT) means anyone meeting the requirements for a BAT who may act as an STT, provided that the individual has demonstrated proficiency in the operation of non-evidential screening devices (approved for use in lieu of EBTs to perform screening tests).
8. "Substance Abuse Professional" (SAP) means a licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, or employee assistance professional; or an addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of disorders relating to use of alcohol and controlled substances.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug-testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information concerning the effects of alcohol and controlled substances use on an individuals health, work, and personal

life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

3. The school district shall provide written notice to representatives of affected employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that he or she has received a copy of the policy and materials. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager
1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for participants. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers.
1. Alcohol Concentration. No school bus driver will operate or be in physical control of any class of school bus when there is physical evidence present in the person's body of the consumption of alcohol (MN 169A.31). Any violation of this statute will result in notification of law enforcement.

   No truck driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the drivers expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No school bus driver shall perform safety sensitive functions within eight (8) hours after using alcohol. No truck driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.
6. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance as defined in Title 49 CFR part 40, except when the use is pursuant to instructions (which have been presented to the school district) from a physician who has advised the driver that the substance does not adversely affect the drivers ability to safely operate a CMV.
7. Positive Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances.
8. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No truck driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least 24 hours. All drivers removed from safety sensitive functions for this reason will be required to pass a return to duty alcohol test before being returned to the safety sensitive function. The test will be documented in the employees file. A second test of this nature within five years will require a referral to a SAP and the successful completion of the SAP recommendation(s).

G. Prescription Drugs

A driver must inform his or her supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV.

H. Testing Requirements.

1. Pre-Employment Testing.
    a. A driver applicant shall undergo testing for controlled substances before the first time the driver performs safety-sensitive functions for the school district.
    b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
    c. In order to be hired, the applicant must test negative and must sign an agreement in the form of Attachment A to this policy, authorizing former employers to release to the school district all information on the applicants alcohol tests with results of blood alcohol concentration of 0.04 or greater, or positive results for controlled substances, or refusals to be tested, within the preceding two (2) years.
2. Post-Accident Testing
    a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury requiring an ambulance or disabling damage to a motor vehicle.
    b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
    c. Drivers should be tested for controlled substances no later than thirty-two (32) hours after the accident.
    d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
    e. If a post-accident alcohol test is not administered within two hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight hours.
    f. If a post-accident alcohol test is not administered within eight hours following the accident or a post-accident controlled substances test is not administered within 32 hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
3. Random Testing
    a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
    b. The school district shall test for alcohol and controlled substances at a rate

defined by federal regulation.
   c. The school district shall adopt a scientifically valid method for selecting drivers for testing.
   d. Drivers shall proceed immediately to the collection site upon notification of selection.

4. Reasonable Suspicion Testing
   a. The school district shall require a driver to submit to an alcohol test and/or controlled substances test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances on duty or within four (4) hours before coming on duty. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
   b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
   c. Alcohol testing shall be administered within two hours following a determination of reasonable suspicion. If it is not done within two hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight hours. If an alcohol test is not administered within eight hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
   d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier.
5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances.
6. Follow-Up Testing. When a SAP establishes a written follow up testing plan, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.
7. Consent to Testing. Each driver and driver applicant tested under this policy will be requested to sign a consent form at the specimen collection site that authorizes the taking of the sample and the release of the results to the proper authority.
8. Right to Refuse and Consequence.
   a. A driver or driver applicant has the right to refuse to undergo drug and alcohol testing.
   b. Refusal to submit to testing means the employee or applicant (1) fails to provide adequate breath for testing without a valid medical explanation after he or she received notice to report for the test; (2) fails to provide adequate urine for a controlled substances test without a valid medical explanation after he or she has received notice to report for the test; or (3) engages in conduct that clearly obstructs the testing process.
   c. Refusal to submit to testing will establish a presumption that the driver or driver applicant would test positive if a test were conducted and, therefore, the driver or driver applicant is subject to discipline or disqualification under this policy.
   d. A driver applicant who refuses to submit to testing shall be disqualified from

further consideration for the conditionally offered position.

e. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. The employee will be evaluated by a SAP and must submit to a return-to-duty test prior to being reassigned to safety-sensitive functions.
f. An employee shall be immediately terminated if any of the following are true:
    - An employee tests positive for controlled substances or alcohol or a combination thereof for a second time.
    - An employee is involved in a crash where the employee tests positive for drugs or alcohol.
    - An employee refuses to take part in or fails to successfully complete an education and/or treatment program prescribed by a SAP.

I. Testing Procedures

All specimen collection, analysis, and laboratory procedures shall be conducted in accordance with safeguards set forth in Part 40 of Title 49 of the Federal Code of Regulations.

J. Costs
1. The cost of drug and alcohol collections and tests will be paid by the District.
2. Employees will be paid their normal hourly wage while being tested for drugs and alcohol with the exception of return to duty tests.
3. SAP referrals will be conducted through a SAP professional designated by the District. All expenses including treatment will be the responsibility of the employee and their personal health insurance.

K. Employee admission of alcohol and controlled substance use.
a. Duluth Public Schools will not take adverse action against an employee who makes a voluntary admission of alcohol misuse and/or controlled substance use under the following conditions:
    1. The employee does not self identify to avoid testing. Admissions must be made before any pending alcohol/controlled substance test or disciplinary action.
    2. The employee makes the admission of alcohol misuse and/or controlled substance use prior to performing a safety sensitive function.
b. Employees making an admission will be removed from duty without compensation and allowed the appropriate leave to seek evaluation and treatment to establish control over their drug and/or alcohol problem.
c. Employees will be allowed to return to safety sensitive duties only upon: successful completion of an educational or treatment program as determined by a SAP; undergoing a return to duty test with a result indicating an alcohol concentration of less than 0.02; undergoing a return to duty controlled substance test with a verified negative test result for controlled substance use.
d. Employees will be subject to random follow up testing under this provision.
e. Cost for treatment will be the sole responsibility of the employee or their personal health plan.

Attachment B

School District contact(s) for drug and alcohol testing program: Ken Willms
Certified laboratory providing controlled substance testing: Medtox
Medical Review Officer: Dr. Mark Peterson(through Medtox)
Controlled substance collection and alcohol testing provider: Perrin Mobile Medical

Adopted: 05-21-2013 ISD 709

4036R DRUG AND ALCOHOL TESTING (CONT.)

A. General Statement of Policy/Regulation

All persons subject to commercial drivers license requirements shall be tested for alcohol, marijuana, cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to Part 40 of Title 49 of the Federal Code of Regulations. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the Evidential Breath Testing Device (EBT).
2. "Commercial motor vehicle" (CMV) includes vehicles: designed to transport 16 or more passengers, including the driver; with a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a GVWR of 10,000 pounds; all classes of school busses.
3. "Driver" includes full-time, regularly employed drivers, casual, intermittent or occasional drivers.
4. "Evidential Breath Testing Device" (EBT) means an EBT approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration.
5. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving laboratory results generated by the school districts drug testing program who has knowledge of substance abuse disorders and appropriate medical knowledge and training to interpret and evaluate an individuals positive test result together with that individuals medical history and any other biomedical information.
6. "Safety-sensitive functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
7. "Screening Test Technician" (STT) means anyone meeting the requirements for a BAT who may act as an STT, provided that the individual has demonstrated proficiency in the operation of non-evidential screening devices (approved for use in lieu of EBTs to perform screening tests).
8. "Substance Abuse Professional" (SAP) means a licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, or employee assistance professional; or an addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of disorders relating to use of alcohol and controlled substances.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug-testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information concerning the effects of alcohol and controlled substances use on an individuals health, work, and personal

life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

3. The school district shall provide written notice to representatives of affected employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that he or she has received a copy of the policy and materials. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for participants. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers.

1. Alcohol Concentration. No school bus driver will operate or be in physical control of any class of school bus when there is physical evidence present in the person's body of the consumption of alcohol (MN 169A.31). Any violation of this statute will result in notification of law enforcement.

   No truck driver shall report for duty or remain on duty requiring the performance of safety sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the drivers expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety sensitive functions.
4. Pre-Duty Use. No school bus driver shall perform safety sensitive functions within eight (8) hours after using alcohol. No truck driver shall perform safety sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.
6. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance as defined in Title 49 CFR part 40, except when the use is pursuant to instructions (which have been presented to the school district) from a physician who has advised the driver that the substance does not adversely affect the drivers ability to safely operate a CMV.
7. Positive Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances.
8. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No truck driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least 24 hours. All drivers removed from safety-sensitive functions for this reason will be required to pass a return-to-duty alcohol test before being returned to the safety-sensitive function. The test will be documented in the employees file. A second test of this nature within five years will require a referral to a SAP and the successful completion of the SAP recommendation(s).

G. Prescription Drugs

A driver must inform his or her supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV.

H. Testing Requirements.

1. Pre-Employment Testing.
   a. A driver applicant shall undergo testing for controlled substances before the first time the driver performs safety-sensitive functions for the school district.
   b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
   c. In order to be hired, the applicant must test negative and must sign an agreement in the form of Attachment A to this policy, authorizing former employers to release to the school district all information on the applicants alcohol tests with results of blood alcohol concentration of 0.04 or greater, or positive results for controlled substances, or refusals to be tested, within the preceding two (2) years.
2. Post-Accident Testing
   a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury requiring an ambulance or disabling damage to a motor vehicle.
   b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
   c. Drivers should be tested for controlled substances no later than thirty-two (32) hours after the accident.
   d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
   e. If a post-accident alcohol test is not administered within two hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight hours.
   f. If a post-accident alcohol test is not administered within eight hours following the accident or a post-accident controlled substances test is not administered within 32 hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
3. Random Testing
   a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
   b. The school district shall test for alcohol and controlled substances at a rate defined by federal regulation.
   c. The school district shall adopt a scientifically valid method for selecting drivers for

testing.
d. Drivers shall proceed immediately to the collection site upon notification of selection.

4. Reasonable Suspicion Testing
a. The school district shall require a driver to submit to an alcohol test and/or controlled substances test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances on duty or within four (4) hours before coming on duty. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
c. Alcohol testing shall be administered within two hours following a determination of reasonable suspicion. If it is not done within two hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight hours. If an alcohol test is not administered within eight hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier.
5. Return To Duty Testing. A driver found to have violated this policy shall not return to work until undergoing return to duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances.
6. Follow Up Testing. When a SAP establishes a written follow up testing plan, the driver shall be subject to unannounced follow up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.
7. Consent to Testing. Each driver and driver applicant tested under this policy will be requested to sign a consent form at the specimen collection site that authorizes the taking of the sample and the release of the results to the proper authority.
8. Right to Refuse and Consequence.
a. A driver or driver applicant has the right to refuse to undergo drug and alcohol testing.
b. Refusal to submit to testing means the employee or applicant (1) fails to provide adequate breath for testing without a valid medical explanation after he or she received notice to report for the test; (2) fails to provide adequate urine for a controlled substances test without a valid medical explanation after he or she has received notice to report for the test; or (3) engages in conduct that clearly obstructs the testing process.
c. Refusal to submit to testing will establish a presumption that the driver or driver applicant would test positive if a test were conducted and, therefore, the driver or driver applicant is subject to discipline or disqualification under this policy.
d. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
e. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to

disciplinary action, up to and including dismissal. The employee will be evaluated by a SAP and must submit to a return-to-duty test prior to being reassigned to safety-sensitive functions.

f. An employee shall be immediately terminated if any of the following are true:
   - An employee tests positive for controlled substances or alcohol or a combination thereof for a second time.
   - An employee is involved in a crash where the employee tests positive for drugs or alcohol.
   - An employee refuses to take part in or fails to successfully complete an education and/or treatment program prescribed by a SAP.

I. Testing Procedures

All specimen collection, analysis, and laboratory procedures shall be conducted in accordance with safeguards set forth in Part 40 of Title 49 of the Federal Code of Regulations.

J. Costs

1. The cost of drug and alcohol collections and tests will be paid by the District.
2. Employees will be paid their normal hourly wage while being tested for drugs and alcohol with the exception of return-to-duty tests.
3. SAP referrals will be conducted through a SAP professional designated by the District. All expenses including treatment will be the responsibility of the employee and their personal health insurance.

K. Employee admission of alcohol and controlled substance use.

a. Duluth Public Schools will not take adverse action against an employee who makes a voluntary admission of alcohol misuse and/or controlled substance use under the following conditions:
   1. The employee does not self-identify to avoid testing. Admissions must be made before any pending alcohol/controlled substance test or disciplinary action.
   2. The employee makes the admission of alcohol misuse and/or controlled substance use prior to performing a safety-sensitive function.

b. Employees making an admission will be removed from duty without compensation and allowed the appropriate leave to seek evaluation and treatment to establish control over their drug and/or alcohol problem.

c. Employees will be allowed to return to safety-sensitive duties only upon: successful completion of an educational or treatment program as determined by a SAP; undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02; undergoing a return-to-duty controlled substance test with a verified negative test result for controlled substance use.

d. Employees will be subject to random follow-up testing under this provision.

e. Cost for treatment will be the sole responsibility of the employee or their personal health plan.

Attachment B

School District contact(s) for drug and alcohol testing program: Ken Willms
Certified laboratory providing controlled substance testing: Medtox
Medical Review Officer: Dr. Mark Peterson(through Medtox)
Controlled substance collection and alcohol testing provider: Perrin Mobile Medical

Adopted: 05-21-2013 ISD 709

Consent Agenda - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, November 18, 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 - October 21, 2025 3
      2) Special School Board Meeting Re: Canvass Election - November 13, 2025 7
   B. **Approval of Action Items**
      1) Human Resources
         a. HR Staffing Report 8
         b. Other Action Items
            (1) Job Description - Director of Human Resources 9
      2) Finance
         a. Financial Report 14
         b. Fundraisers
            (1) Fundraisers 15
         c. Bids, RFPs and Quotes
            (1) BID #1343 - Lowell Lighting Replacement 16
            (2) BID #1344 - Lincoln Park Middle School Lighting Replacement 50
         d. Contracts, Change Orders, Leases
            (1) CONTRACT - Purchase Agreement for 24XX E. Pioneer Rd Property Sale 90
      3) Items Brought Forward From the Monthly Committee of the Whole Meeting
         a. Duluth Public Schools Federal Head Start Continuation Grant Fiscal Year 2026 Approval 104
      4) Other
         a. Diploma Requests 106
         b. Field Trip Requests
            (1) Duluth East Nordic Ski Club to West Yellowstone, MT 115
            (2) Lakewood Elementary Wolfe Ridge 5th Grade 118
            (3) Duluth East A'Capella Choir to New York City 130
            (4) Duluth East Chamber Orchestra Sterling Strings 136
         c. Data Sharing Agreements
   C. **Approval of Policy Readings**
      1) First Readings
         a. 905 Advertising (replacing 1025 & 1030) 144

2) Second Readings
- a. 304 Superintendent Contract, Duties, and Evaluation 148
- b. 306 Administrator Code of Ethics 150

3) Policies for Review
- a. 516 Student Medication and Telehealth 154
- b. 516.5 Overdose Medication 166
- c. 534 School Meals Policy 174
- d. 810 Naming Rights and Naming School Facilities 181

4) Policies for Deletion
- a. 4000 General Human & Community Resources & Relations Policy 189
- b. 4005 School District Employees (Identification) 190
- c. 4025 Standards of Conduct for Personnel 191
- d. 4095 Student Teachers 193
- e. 4115 Professional Leaves (With Pay) 194
- f. 4120 Contractual Leaves (Without Pay) 195
- g. 4150 Employees' Organizations 196
- h. 4155 Pay for Substitute Teachers and Temporary Classified Personnel 197

D. **Approval of Committee Reports**

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

1) Monthly Committee of the Whole - November 6, 2025 198
2) Policy Committee - *(November 13, 2025)* 238
3) Human Resources/Business Services Committee - *(November 10, 2025)*

Regular School Board Meeting

Tuesday, October 21, 2025 6:30 PM Central

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

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

Present: 7.
Member Williams left at 6:45 p.m. and returned at 6:47 p.m.

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

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda
Move to Approve the Agenda. This motion, made by Jill Lofald and seconded by 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

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

6. Report of the Superintendent

6.A. Reports from Student School Board Representatives
Clerk Mikesell presented the East Student Representative Report.

6.B. Superintendent's Report
Superintendent Magas presented the Superintendent's Report.
Topics included:
General Updates
Human Resources Update
Legislative Update
Other

6.C. Schedule of Meetings and Events

7. Report of Standing Committees

7.A. Committee of the Whole

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

7.B. Human Resources/Business Services Committee *(October 13, 2025)*
Member Sadowski presented the HR/Business Services Committee Report.

7.C. Policy Committee *(October 9, 2025)*
Member Loeffler-Kemp presented the Policy Committee Report.

8. General Board Committee Updates
Member Sadowski gave an update from the Head Start Policy Council Meeting.
Member Mikesell gave an update from the Staff Development Advisory Meeting.
Member Lofald gave an update from the Inter-Governmental Meeting.
Member Loeffler-Kemp gave updates from the Federal Programs Advisory Committee and Duluth Public Schools Foundation Committee

9. Consent Agenda
Move to Approve the Consent Agenda. This motion, made by Amber Sadowski 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

10. Resolutions from Committee Reports

10.A. B-10-25-4123 - Resolution Providing for the Issuance, Sale and Delivery of $38,664,948.70 General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A
Move to Approve Resolution B-10-25-4123 Providing for the Issuance, Sale and Delivery of $38,664,948.70 General Obligation Capital Appreciation.... This motion, made by Amber Sadowski 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

10.B. B-10-25-4127 - Resolution Authorizing the Issuance and Sale of Full Term Certificates of Participation, Series 2025B
Move to Approve Resolution B-10-25-4127 Authorizing the Issuance and Sale of Full Term Certificates of Participation, Series 2025B. This motion, made by Jill Lofald and seconded by Amber Sadowski, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

10.C. B-10-25-4124 - Acceptance of Donations to Duluth Public Schools
Move to Approve Resolution B-10-25-4124 Acceptance of Donations to Duluth Public Schools. Discussion was had. This motion, made by Henry Banks and seconded by Rosie Loeffler-Kemp, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah

Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

10.D. B-10-25-4125 - Acceptance of Grant Awards to Duluth Public Schools
Move to Approve Resolution B-10-25-4125 Acceptance of Grant Awards to Duluth Public Schools. This motion, made by Rosie Loeffler-Kemp and seconded by Jill Lofald, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

10.E. B-10-25-4126 - Resolution Authorized Bank Account Signer
Move to Approve Resolution B-10-25-4126 Authorized Bank Account Signer. This motion, made by Jill Lofald and seconded by Stephanie Williams, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11. Special Resolutions and Action Items

11.A. E-10-25-4128 Resolution of Governing Board Supporting FORM A Application to Minnesota State High School League Foundation
Move to Approve Resolution E-10-25-4128 of Governing Board Supporting FORM A Application to Minnesota State High School League Foundation. This motion, made by Sarah Mikesell 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

11.B. B-10-25-4129 - Resolution Approving Collective Bargaining Agreement for Education Directors Association 2025-2027
Move to Approve Resolution B-10-25-4129 Approving Collective Bargaining Agreement for Education Directors Association 2025-2027. Discussion was had. This motion, made by Amber Sadowski and seconded by Sarah Mikesell, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.C. B-10-25-4130 - Resolution Approving Collective Bargaining Agreement for Food Service Employees 2025-2028
Move to Approve Resolution B-10-25-4130 Approving Collective Bargaining Agreement for Food Service Employees 2025-2028. This motion, made by Rosie Loeffler-Kemp and seconded by Henry Banks, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.D. Approval of Individual Contract for Marisa Garverick Herrera, Director of Advancing Equity
Move to Approve Individual Contract for Marisa Garverick Herrera, Director of Advancing Equity. Discussion was had. 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

12. Questions / Other
Updates on district football and soccer games.

13. Adjournment
Move to Adjourn at 8:17 p.m. This motion, made by Jill Lofald and seconded by Stephanie Williams, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

Special School Board Meeting - Canvass Election

Thursday, November 13, 2025 4:15 PM Central

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

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

Present: 6, Absent: 1.

1. Call to Order
at 4:20 p.m.

2. Roll Call

3. Resolution SP-11-25-4134 - Canvassing Returns of Votes for the School District General Election of November 4, 2025
Move to Approve Resolution SP-11-25-4134 - Canvassing Returns of Votes for the School District General Election of November 4, 2025. This motion, made by Stephanie Williams and seconded by Sarah Mikesell, Passed.
Henry Banks: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1

4. Adjournment
Moved to Adjourn at 4:33 p.m. This motion, made by Stephanie Williams and seconded by Rosie Loeffler-Kemp, Passed.
Henry Banks: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1

HUMAN RESOURCES ACTION ITEMS FOR: November 18, 2025

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
BAKER, GRACEANN E	LTS ENGLISH TEACHER/DENFELD, (BA) III, 1, 0.8, MICKLE S.	10/27/2025
GRENBERG, SARAH E	SCIENCE TEACHER/DENFELD, (MA) IV, 9, 0.3,	10/13/2025
OTTJES, NICOLE J	MUSIC TEACHER/ORDEAN-EAST, (MA+15) IV, 9, 1.0, THUMS K.	10/15/2025
STARR, EILUJ	CHOIR TEACHER/ORDEAN EAST, (BA0 III, 2, 0.4,	10/09/2025
WHIPPLE, NISSA J	SEL MTSS COORDINATOR TEACHER/LINCOLN PARK MIDDLE, (MA+45) IV, 9, 1.0, LAURENT A.	10/20/2025

CERTIFIED LEAVES	POSITIONS	EFFECTIVE DATES	
BUFFINGTON, KATHERYN	CERT LEAVE DENFELD	03/16/2026	04/17/2026
CUMMINS, JOHANNA M	CERT LEAVE DENFELD	03/06/2026	04/17/2026
DAVEY, TROY R	CERT LEAVE	10/25/2025	01/25/2026
O'NEIL, ANNA J	SOCIAL STUDIES-DENFELD-BEREAVEMENT LEAVE TO JAPAN	11/03/2025	11/14/2025
O'NEIL, ANNA J	CERT LEAVE	11/03/2025	11/14/2025
PAVLISICH, KALINA R	CERT LEAVE LAKEWOOD	01/20/2026	04/14/2026
RICHARDS, ANASTASIA K	CERT LEAVE	02/24/2026	05/19/2026
WINTER, LAURA B	CERT LEAVE	10/14/2025	

CERTIFIED TERMINATION	POSITION	EFFECTIVE DATES
CRUZ, WILLIAM	DEAN OF STUDENTS TOSA - ORDEAN-EAST MS	11/24/2025

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
BASLEY, MACHELLE L	NUTRITIONAL SERVICE ASST/LINCOLN PARK, 30/38WKS, $15.68/HR, NORLUND A.	10/27/2025
BERGESON, ANGELA A	INSTRUCTIONAL PARA/MYERS-WILKINS, 31.25/38WKS, $20.39/HR,	10/20/2025
BLAKE, LEVI W	NUTRITIONAL SERVICE ASSISTANT/EAST, 30/38WKS, $15.68/HR, PERRAULT J.	11/03/2025
BOMBARDIERI, ELIZABETH J	SUPERVISORY PARA/EAST, 33.75/38WKS, $20.39/HR, CARTER W.	10/20/2025
CARDINAL, BRENDA N	HOULRY MONITOR/HOMECROFT, UP TO 23HRS/38WKS, $15.00/HR	10/22/2025
EAGLES, KATY A	HOURLY MONITOR/LAKEWOOD, UP TO 23HRS/38WKS, $15.00/HR	09/12/2025
EKKER, AIDEN J	CUSTODIAN/EAST, 40/52WKS, $18.05/HR, MURRAY N.	11/03/2025
GARVERICK HERRERA, MARISA A	DIRECTOR OF ADVANCING EQUITY/DISTRICT WIDE, INDEPENDENT CONTRACT/52 WKS, $124,000/YR,	10/27/2025
HILLMAN, MICHAEL E	SPED STUDENT SPECIFIC PARA/EAST, 33.75/38WKS, $20.19/HR,	10/27/2025
HORTON, JAMES D	HOURLY FOOD SERVICE HELPER/DISTRICT WIDE, UP TO 12 HRS/38WKS, $14.00/HR	10/08/2025
HUGHES, JACARLA J	HOURLY MONITOR/PIEDMONT, UP TO 23 HRS/38WKS, $15.00/HR	10/09/2025
LADOUX, CLAIRE E	SPED PROGRAM PARA/LESTER PARK, 31.25/38WKS, $22.12/HR, ZWAK M.	11/03/2025
LEOPOLD, AUGUST M	HEALTH, SAFETY & ENVIORNMENTAL COORD/DISTRICT WIDE, 40/52WKS, $1,408/WK, NEFF A.	11/10/2025
LUCAS, KHARRIZMA L	SPED STUDEN SPECIFIC PARA/DENFELD, 33.75/38WKS, $20.19/HR, LOFALD E.	11/10/2025
METCALF, MARANDA M	PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, $20.59/HR, CURNOW L.	10/20/2025
MROZIK, MERLEA L	MENTAL HEALTH PRACTITIONER PARA/LINCOLN PARK, 40/38WKS, $25.92/HR	11/03/2025
SAUCEDA, FAITH M	SPED BW PARA/ORDEAN EAST, 33.75/38WKS, $20.19/HR,	11/10/2025
SHIRLEY, DAWSON T	SPED PROGRAM PARA/ROCKRIDGE, 31.25/38WKS, $20.45/HR, DORIOTT J.	10/10/2025
STICH, CIERRA E	SPED BUILDING WIDE-KEYZONE PARA/PIEDMONT, 13.75/38WKS, $20.39/HR	10/21/2025
YLINIEMI, ANNA M	SPED PROGRAM PARA/DENFELD, 31.25/38WKS, $20.80/HR, SAMUELSON-JOHNSON M.	10/20/2025

NON-CERT LEAVES	POSITIONS	EFFECTIVE DATES	
DINNIES, MATTHEW A	Non Cert Leave Ordean	11/04/2025	01/27/2026
FOLKESTAD, AMY J	Non Cert Leave	11/06/2025	12/06/2025
MCGUIRE, KYLIE M	SPED ECSE PARA - DW	12/04/2025	01/15/2026
SETTERGREN, GERALDINE J	Extension of leave	11/11/2025	11/16/2025

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
BURKHALTER, DANIEL F D	HRLY CAFE-PLAYGROUND MONITOR - LOWELL ES	10/14/2025
DIGNAN, TIMOTHY G	IT SECURITY ANALYST - FACILITIES	10/24/2025
HORTON, JAMES D	HOURLY CHILD NUTRITION HELPER - DW	10/10/2025
JENSEN, DENISE M	SCHOOL CUSTODIAN 1 - ORDEAN EAST MS	11/04/2025
JONDREAU, KIRSTEN A	SPED BW PARA - LESTER PARK ES	10/21/2025
VAUGHAN, DIANA G	CHILD NUTRITION ASST - EAST HS	10/30/2025
ZAKRZEWSKI, HANNA N	OCCUP THERAPY ASST - DW	10/08/2025

NON-CERT TERMINATION	POSITION	EFFECTIVE DATES
FILLMORE, JOHN B	SPED PROG PARA SETTING III/IV - ORDEAN-EAST MS	10/21/2025

ISD 709 Duluth Public Schools

CLASSIFICATION DESCRIPTION
DIRECTOR OF HUMAN RESOURCES

TITLE OF IMMEDIATE SUPERVISOR: Superintendent **DEPARTMENT:** Human Resources **FLSA STATUS:** Exempt **ACCOUNTABLE FOR:** HR Manager Senior, HR Manager, HRIS Specialist, Benefits Coordinator, EEA Clerical I, II, III, IV	**FLSA STATUS:** Exempt **PAY GRADE ASSIGNMENT:** Individual Employment Agreement; rates linked to the Education Directors Association Agreement

GENERAL SUMMARY OR PURPOSE OF JOB:

The Director of Human Resources is responsible for the coordination, execution and delivery of Human Resources services for the District. The Director provides leadership, guidance and oversight of staffing, recruitment & retention, equity and diversity efforts, benefits, performance management, labor relations, development and administration of District policies and procedures, communications, compensation, benefits, and implementing HR strategies to influence District culture in support of optimizing human potential and performance. This position requires continuous use of independent judgment and the ability to build strong relationships, collaborate with others and communicate effectively. The essential functions as shown below represent only the key areas of responsibility; specific position requirements will vary depending on the needs of the district.

ESSENTIAL FUNCTIONS

Strategic:

- Develop short and long-range goals and objectives, including plans to implement and evaluate district staffing plans; recruit, retain and evaluate a high-quality workforce; manage department resources; maintain competitive and equitable classification and compensation structures as well as communications with internal customers, administration, and the community.
- Implement HR strategies to influence District culture in support of optimizing human potential and performance.
    - Serve as advisor to the superintendent on all personnel, negotiations and human capital issues.
    - Create a thriving workforce culture focused on continuous improvement of our human capital management systems
    - Develop and improve upon human resources systems and structures to increase efficiencies, timeliness and ability to serve the human resource; emphasize continuous improvement
    - Provide leadership to staff in preparing and implementing programs and services relative to staffing in alignment with the district's strategic plan, including a formal district hiring process.
    - Develop and improve upon systems and structures of our human resources department to increase efficiencies, timeliness and ability to serve the human resource needs of our district including
        - Recruitment, hiring and onboarding processes
        - Assess, evaluate, and recommend systems and structures
    - Partner with the Chief Financial Officer and other District leaders in budget development, including forecasting district needs and priorities

ISD 709 Duluth Public Schools

CLASSIFICATION DESCRIPTION
DIRECTOR OF HUMAN RESOURCES

Staffing:

- Administer the District's staffing functions and supervises staff performing recruitment, screening, selection and assignment of licensed, classified, and substitute staff, coordinates and directs transfers, leaves of absence, promotions and separations of staff.
- Increase the percentage of employees with culturally, linguistically and ethnically diverse backgrounds.
- Coordinate and direct a comprehensive orientation program for new employees.
- In conjunction with other District departments, develop staffing projections and identifies staffing needs.
- Prepare and present personnel recommendations to the Superintendent and the Board of Education for approval.

Labor Relations:

- Administer and interpret the provisions of all collective bargaining agreements.
- Serve as the chief negotiator or facilitator for various labor agreements in coordination with Superintendent, Assistant Superintendent, and Chief Financial Officer.
- Coordinate negotiation processes for all labor groups, including the assignment of administrators to management teams for purposes of negotiations.
- Direct the preparation and distribution of all master agreements for all employee groups, as well as individual employment agreements, as appropriate.
- Maintain all historical negotiations records, including proposals, counterproposals, and cost analysis.
- Process grievances; represent the District at mediation and arbitration. Coordinates any litigation regarding employment issues for the District.
- Oversee annual staff performance appraisal process accordance with District policies and procedures, and State law, as appropriate.

Administration:

- In conjunction with the HRIS specialist, provide leadership for the development and maintenance of the computer-based human resource management information systems, including reporting functions and linkages to payroll.
- Administer benefits functions and supervise staff providing health, dental and life insurance benefits programs and plans, the employee assistance program, staff recognition programs, COBRA processing, unemployment, and long-term disability and workers compensation claims processing.
- Manage classification and compensation processes, including determining the appropriate levels of compensation based upon labor agreements, District policies and procedures, and ensure compliance with pay equity requirements.
- Recommend, prepare and/or revise personnel policies and processes.

Compliance:

- Review legislative statutes, proposed regulations, and labor agreement proposals regarding human resource issues, and make recommendations to the District administration.
- Coordinate the implementation of performance appraisal systems for all employees in accordance with District policies and procedures, and State law, as appropriate.
- Manage classification and compensation processes, and supervise staff involved in these processes, including determining the appropriate levels of compensation based upon labor agreements and District policies and procedures, and ensure that the District is compliant with pay equity requirements.

CLASSIFICATION DESCRIPTION
DIRECTOR OF HUMAN RESOURCES

- Investigate and respond to complaints or provide advice and consultation to delegate handling complaints; serves as the District's EEO Coordinator, Human Rights Officer, and assists in Title IX efforts.
- Comply with ADA regulations and provide for reasonable accommodation, as appropriate.
- Perform other duties as assigned.

MINIMUM QUALIFICATIONS: (necessary qualifications to enter the job; not preferred or desirable qualifications)

- Graduate degree in human resource management, industrial relations, labor relations, organizational management or a closely-related field *and*
  f~~F~~ive (5) years of experience in human resources, industrial relations, labor relations, organizationa~~l~~ management or a closely-related field required; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work OR a Bachelor's degree and Human Resources Certification in a closely related field and a minimum of seven (7) years of progressive experience in Human Resources and leadership experience totaling ten (10) years.~~.~~

REQUIRED KNOWLEDGE

- All areas of functionality in the areas of human resources including employee/labor relations, staffing, benefits, compensation, and compliance.
- Laws, rules, labor agreements, regulations, policies and procedures affecting school district personnel operations.
- Labor relations and negotiations processes.
- Experience managing licensing requirements with Minnesota Professional Educator Licensing and Standards Board (PELSB)
- Proficiency with human resource management systems.
- Ability to use computer technology, including word processing, spreadsheets, and database

QUALIFICATIONS, KNOWLEDGE, AND/OR EXPERIENCES PREFERRED

- Experience in a similarly sized school-district
- Experience as a school administrator
- Experience in practicing employment law
- Graduate Degree

SKILLS REQUIREMENTS – TRAINING & EXPERIENCE: (Skilled in)

- Strong written and verbal communication.
- Management, planning and organization, including project management skills.
- Ability to work with diverse groups while establishing and maintain effective working relationships.
- Strong collaboration, team building and interpersonal skills.
- Knowledge of and ability to effective supervise staff, especially professional-level employees.
- Competency working in a culturally diverse environment or the willingness to acquire these skills.

CLASSIFICATION DESCRIPTION
DIRECTOR OF HUMAN RESOURCES

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	√			
Lift & Carry: Up to 10 lbs.		√		
Up to 25 lbs.	√			
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			

GENERAL ENVIRONMENTAL CONDITIONS:

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

GENERAL PHYSCIAL CONDITIONS:

Work can be generally characterized as:

Sedentary Work: Exerting up to ten (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.

Vision Requirements: (Check box if relevant)	**YES**	**NO**
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
November 10, 2025 Committee Meeting

BUDGET SUMMARY

10/10/2025 — Percent spent 11/7/25

REVENUES	25-26 CURRENT YEAR ADOPTED BUDGET		25-26 CURRENT YEAR REVISED BUDG	25-26 RECEIVED TO YEAR TO DATE	25-26 RECEIVED ENCUMBERED		25-26 BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26	July -June	July -June		July -June	
General	1	$ 134,020,612.52	$ 137,502,407.11	$ 18,092,020.70	$ 2,671,745.80		$ 116,738,640.61	13%
Food Service	2	$ 6,120,000.00	$ 6,120,000.00	$ 51,804.00	$ 662,410.85		$ 5,405,785.15	1%
Transportation	3	$ 6,891,246.00	$ 6,891,246.00	$ 1,088,430.49	$ 124,385.60		$ 5,678,429.91	16%
Community Ed	4	$ 8,187,495.00	$ 8,187,495.00	$ 860,371.12	$ 54,425.00		$ 7,272,698.88	11%
Operating Capital	5	$ 3,016,924.00	$ 3,016,924.00	$ 366,691.09	$ 20,475.82		$ 2,629,757.09	12%
Building Construction	6	$ -	$ -	$ -	$ -		$ -	#DIV/0!
Debt Service Fund	7	$ 27,857,301.00	$ 27,857,301.00	$ 1,083,078.57	$ -		$ 26,774,222.43	4%
Trust Fund	8	$ 320,000.00	$ 320,000.00	$ -	$ -		$ 320,000.00	0%
Dental Insurance Fund	20	$ 959,836.00	$ 959,836.00	$ 357,855.64	$ -		$ 601,980.36	37%
Student Acitivity	79	$ 313,509.00	$ 313,509.00	$ 68,644.48	$ 61,941.58		$ 182,922.94	22%
REVENUES	**TOTALS:**	**$ 187,686,923.52**	**$ 191,168,718.11**	**$ 21,968,896.09**	**$ 3,595,384.65**	**$ -**	**$ 165,604,437.37**	11%

EXPENSES	25-26 CURRENT YEAR ADOPTED BUDGET		25-26 CURRENT YEAR REVISED BUDG	25-26 EXPENSES TO YEAR TO DATE	25-26 EXPENSES ENCUMBERED		25-26 BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26	July - June	July -June		July - June	
General	1	$ 128,823,880.11	$ 129,414,139.95	$ 36,377,760.51	$ 5,605,976.87		$ 87,430,402.57	32%
Food Service	2	$ 6,095,464.00	$ 6,095,464.00	$ 1,120,915.12	$ 2,660,803.65		$ 2,313,745.23	62%
Transportation	3	$ 7,101,407.00	$ 7,864,200.00	$ 2,376,901.82	$ 472,043.89		$ 5,015,254.29	36%
Community Ed	4	$ 7,725,252.00	$ 7,725,252.00	$ 1,901,849.32	$ 94,726.76		$ 5,728,675.92	26%
Operating Captial	5	$ 7,035,624.00	$ 7,035,624.00	$ 3,425,309.23	$ 577,247.00		$ 3,033,067.77	57%
Building Construction	6	$ -	$ -	$ 1,865,069.95	$ 195,793.45		$ (2,060,863.40)	#DIV/0!
Debt Service Fund	7	$ 27,394,520.00	$ 27,394,520.00	$ 1,356,834.57	$ -		$ 26,037,685.43	5%
Trust Fund	8	$ 270,842.00	$ 270,842.00	$ -	$ -		$ 270,842.00	0%
Dental Insurance Fund	20	$ 1,025,548.00	$ 1,025,548.00	$ 389,754.19	$ 104,960.61		$ 530,833.20	48%
Student Acitivity	79	$ 311,758.00	$ 311,758.00	$ 116,648.38	$ 16,407.01		$ 178,702.61	43%
EXPENSES	**TOTALS**	**$ 185,784,295.11**	**$ 187,137,347.95**	**$ 48,931,043.09**	**$ 9,727,959.24**	**$ -**	**$ 128,478,345.62**	31%

Extra Curricular	Fund 01 Prog 298
Revenue	$ 35,809.99
Expense	$ 122,026.85

Fundraisers Reported
October 2025

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
East HS	Duluth East Orchestra	$175.00	Wreaths
East HS	Boys and Girls Basketball Teams	$500.00	New unwrapped toys for the Salvation Army
East HS	Duluth East DECA	$300.00	Qdoba 1 night fundraiser % of sales
ECFE	Citywide ECFE Advisory Board	$800.00	Duluth Coffee Company

11/5/2025

Board of Education
Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

A LEGENCE Company

1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413
ics-builds.com
(763) 354-2670

Re: Duluth Public Schools, ISD #709
Lowell Elementary School Lighting Replacement
Duluth, MN 55802

Dear Board Members:

ICS has reviewed the bids that were received on Tuesday, November 4, 2025, for the above-referenced project. Our recommendation for award is as follows:

Single Prime - Electrical
Wescom, Inc. – Duluth, MN

BASE BID:	$538,194.00
TOTAL	**$538,194.00**

Based on the recommendations above, we recommend that the District enter into a contract with the above-mentioned contractors for the total bid amount of **Five Hundred Thirty-Eight Thousand One Hundred Ninety-Four Dollars and No/100 Cents ($538,194.00).**

Upon Board action, we will draft a contract reflecting this amount to each of the respective Contractors.

Enclosed are copies of the official bid tabulation, bid forms and bid securities. Please contact us at 763-354-2670 should you have any questions regarding our recommendation.

Regards,

Mark Needham
ICS Senior Project Manager

MN/rw

Enclosures

Lowell Elementary Lighting Replacement

OWNER: Duluth Public Schools, ISD #709
CONSTRUCTION MANAGER: ICS
M & E ENGINEER: Design Tree

BID TABULATIONS

Tuesday, November 4, 2025 @ 10:15 a.m.

Work Scope 01 - Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Wescom, Inc. **5137 Jean Duluth Road** **Duluth, MN 55803** **218-724-1322**	**Wolf River Electric** **101 Isanti Pkwy, Ste G** **Isanti, MN 55040** **952-412-7719**	**Duluth Electrical Contracting, Inc.** **5051 Miller Trunk Hwy** **Duluth, MN 55811** **218-724-5566**	**Hunt Electric Corporation** **4330 West 1st St, Ste B** **Duluth, MN 55807** **218-628-3323**	**Holden Electric Co., Inc.** **7669 College Road** **Baxter, MN 56425** **218-829-4759**	**PEC Solutions, LLC dba ArchKey/Parsons Electric** **1415 Highway 33 S** **Cloquet, MN 55720** **218-428-5484**	
BID SECURITY	Yes	Yes	Yes	Yes	Yes	Yes	
ADDENDA REC'D.	1	1	1	1	1	1	
BASE BID:	$538,194.00	$657,366.00	$672,889.00	$694,427.00	$842,000.00	$1,087,000.00	
Signed Bid Form:	x Eric Schillereff	x Dan Halvorsen	x Rick Hart	x Jeffrey Tyllia	x Micah Toftness	x Matt Collins	
		Alt. No. 1: $211,288.00					

Lowell Elementary Lighting Replacement

OWNER: Duluth Public Schools, ISD #709
CONSTRUCTION MANAGER: ICS
M & E ENGINEER: Design Tree

BID TABULATIONS

Tuesday, November 4, 2025 @ 10:15 a.m.

Work Scope 01 - Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Archkey Parsons Electric	Duluth Electrical Contracting	Wescom Inc.	Hunt Electric	Holden Electric	Wolf River Electric		
BID SECURITY	X	X	X	X	X	X		
ADDENDA REC'D.	X	X	X	X	X	X		
BASE BID:	1,087,000	672,889	538,194	694,427	842,000	657,366		
Signed Bid Form:	X	X	X	X	X	X		
light pole bases						21,588		

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Wescom, inc.
5137 Jean Duluth Rd
Duluth, MN 55803

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lowell Elementary School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** Lighting Replacement
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Five Hundred thirty-eight thousand, one hundred ninety-four $ 538,194.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 5137 Jean Duluth Rd

City: Duluth State: MN Zip: 55803

Phone Number: (218) 724-1322 Fax Number: N/A

Name (typed or printed): Eric Schillereff

Signature: Eric Schillereff

Title: Lead Estimator

Date: 11/4/25

END OF SECTION 00 41 13

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
WESCOM INC.
5137 Jean Duluth Rd
Duluth, Minnestoa 55803

SURETY:
(Name, legal status and principal place of business) AMERICAN ALTERNATIVE INSURANCE CORPORATION
555 College Road East, P.O. Box 5241
Princeton, New Jersey 08543

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
DULUTH PUBLIC SCHOOLS
709 Portia Johnson Drive
Duluth, Minnesota 55811

BOND AMOUNT: Five Percent (5%) of the Total Amount of the Bid

PROJECT:
(Name, location or address, and Project number, if any)
Lowell Elementary Lighting Replacement
Duluth Bid Number 1343
Duluth, Minnesota

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November 2025

By Jean M. Stenberg
(Witness)

By
(Witness) Kim Payton, Littleton, Colorado

WESCOM INC.
(Contractor as Principal) *(Seal)*

(Title) Eric Schillereff, Lead Estimator

AMERICAN ALTERNATIVE INSURANCE CORPORATION
(Surety) *(Seal)*

By
(Title) Douglas J. Rothey, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
/

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ACD4307B15

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Douglas J. Rothey; Kimberly McAlexander; Kim Payton; Wesley J. Butorac; and Zach Rothey

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000)**.
Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to thesame extent as if signed by the President of said Company under its corporate seal attested by its Secretary.
This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.

By: Michael G. Kerner
President

Attest: Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.

Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

   RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

   RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

   FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

   FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.
4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 4th day of November, 20 25.

AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera (Sep 24, 2021 16:06 EDT)

Ignacio Rivera
Deputy General Counsel & Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/3/2025

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).

PRODUCER	CONTACT NAME: Tucker Hanlon	
Hanlon & Associates 501 S Lake Ave Ste 400 Duluth, MN 55802	PHONE (A/C, No, Ext): (218) 491-7855	FAX (A/C, No):
	E-MAIL ADDRESS: katie@hanlonandassociates.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CHARTER OAK FIRE INS CO	25615
INSURED	INSURER B : TRAVELERS PROP CAS CO OF AMER	25674
Wescom Inc 5137 Jean Duluth Rd Duluth, MN 55803	INSURER C : TRAVELERS IND CO	25658
	INSURER D : Certain Underwriters at Lloyd's, London	15792
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Stop Gap Liability (ND & WY) GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		VTC2O-CO-5K009914-COF-25	07/27/2025	07/27/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ $ $ $ $ $ $	1,000,000 300,000 15,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		VTJ-CAP-5K009926-TIL-25	07/27/2025	07/27/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $	1,000,000
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		CUP-5K009938-25-25	07/27/2025	07/27/2026	EACH OCCURRENCE AGGREGATE [ ]	$ $ $	10,000,000 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-B6406708-25-25-K	07/27/2025	07/27/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
B/D	Rented & Leased Equipment/ Professional & Pollution Liability			B5402306 / B0621PWESC000724	07/27/2025	07/27/2026	Rented Leased Equip Professional Aggregate Professional Per Claim		$250,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lowell Elementary School Lighting Replacement
Project Location: 2000 Rice Lake Rd, Duluth, MN 55811

CERTIFICATE HOLDER

Duluth Public Schools
709 Portia Johnson Drive
Duluth MN 55811

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tucker Hanlon

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SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Wolf River Electric
101 Isanti Pkwy Ste G
Isanti, MN 55040

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** Div 26 Electrical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ six hundred fifty seven thousand three hundred sixty six | $657,366

Alternates

Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ two hundred eleven thousand two-hundred eighty eight | $211288

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ NA | $ 0

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ NA | $ 0

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 101 Isanti Parkway Ste O

City: Isanti State: MN Zip: 55040

Phone Number: (952) 412-7719 Fax Number: (763) 401 6968

Name (typed or printed): Dan Halvorsen

Signature: Dan Halvorsen

Title: Lead Estimator

Date: 10/30/2025

END OF SECTION 00 41 13

Duluth Public Schools, ISD #709 - Lowell Elementary Lighting Replacement

November 3, 2025

Prepared By:
Wolf River Electric
101 Isanti Parkway Northwest Ste G
ISANTI, Minnesota 55040
6122087210
DANIEL@WOLFRIVERELECTRIC.COM

Scope of Work
Inclusions:
Install as specified on plans and specifications.
Exclusions:
Structural modifications
Site remediation (hazmat, etc.)
Utility tariff changes or interconnection fees
Electrical work outside of scope on plans
Utility fees or transformer upgrades
Special/independent electrical testing
Demo/removal outside of plan specifics
Repairs to existing conditions/utilities
X-raying or surveying
Overtime, weekend, or premium labor
Performance/payment bonds (can be added at cost)

Subtotals

Material	$262,230.16
Labor	$338,240.63
Equipment	$33,295.00
Taxes	$23,600.71
Proposal Total	$657,366.50

Duluth Public Schools, ISD #709 - Lowell Elementary Lighting Replacement Alt 1

November 3, 2025

Prepared By:
Wolf River Electric
101 Isanti Parkway Northwest Ste G
ISANTI, Minnesota 55040
6122087210
DANIEL@WOLFRIVERELECTRIC.COM

Scope of Work
Inclusions:
Install as specified on plans and specifications.
Exclusions:
Structural modifications
Site remediation (hazmat, etc.)
Utility tariff changes or interconnection fees
Electrical work outside of scope on plans
Utility fees or transformer upgrades
Special/independent electrical testing
Demo/removal outside of plan specifics
Repairs to existing conditions/utilities
X-raying or surveying
Overtime, weekend, or premium labor
Performance/payment bonds (can be added at cost)

Subtotals

Material	$59,777.63
Labor	$114,756.10
Equipment	$31,375.00
Taxes	$5,379.98
Proposal Total	**$211,288.71**

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Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)
LTL LED, LLC Dba Wolf River Electric
101 Isanti Parkway NE
Isanti, MN 55040

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)
Old Republic Surety Company
P.O. Box 1976
Des Moines, IA 50305

a corporation duly organized under the laws of the State of **Wisconsin**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)
ISD #709 - Duluth
215 North 1st Avenue E
Duluth, MN 55802

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount of the Bid** Dollars ($ **5%**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
ISD #709- Duluth public schools- Lowell Elementary

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **4th** day of **November, 2025**

Dan Halverson
(Witness)

LTL LED, LLC Dba Wolf River Electric
(Principal) (Seal)

Lead Estimator
(Title)

Old Republic Surety Company
(Surety)

(Witness)

(Title) **Name Alemdar** *(Seal)*
Attorney-in-Fact

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Isanti

On this 4 day of November, 2025 before me personally appeared Dan Halvorsen to me known, who being by me duly sworn, that he is the officer of the LTL LED, LLC dba * , the Limited Liability Company described in and which executed the foregoing instrument; that he knows the seal of said Limited Liability Company; that the seal affixed to said instrument is such company seal; that it was affixed by order of the Board of Governors of said Limited Liability Company; and that he signed his name thereto by like order.

* Wolf River Electric

Kate Goodmanson
Notary Public
Minnesota
My Commission Expires 01/31/2030

Notary Public, Kate Goodmanson

(Notarial Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota

COUNTY OF Washington

On this 4 day of November, 2025 before me appeared Name Alemdar to me personally known, who being duly sworn, did say that he is the aforesaid officer or attorney in fact of Old Republic Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid office acknowledged said instrument to be the free act and deed of said corporation.

JEFFREY MITCHELL SETTEM
NOTARY PUBLIC
MINNESOTA
My Commission Expires January 31, 2028

Notary Public, JSett

(Notarial Seal)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: BRUCE A. CHRISTENSEN, RICK T. REDDING, CLINT J. SICHMELLER, KATIE MARIE RANDOLPH, BARB MICHAELS, BARBARA D. HANSEN, MARILYN J. HENTGES, STACY BURY, SCOTT A. FOGELSON, JEFFREY SETTEM, NAME ALEMDAR, MELISSA M. NORDIN, ALAN STARKS, TYLER GERADS, ALEXANDRA KISSELL of EDEN PRAIRIE, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)***, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10th day of February, 2022

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 10th day of February 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2662

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 4th day of November, 2025.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Christensen Group - IRI

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: DULUTH ELECTRICAL CONTRACTING, INC
5051 MILLER TRUNK HWY
DULUTH, MN. 55811

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lowell Elementary School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 1 - ONE
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ SIX HUNDRED SEVENTY-TWO THOUSAND EIGHTHUNDRED EIGHTY-NINE $ 672,889.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 5051 MILLER TRUNK HWY

City: DULUTH State: MN Zip: 55811

Phone Number: 218-724-5566 Fax Number: 218-728-2163

Name (typed or printed): RICK HART

Signature:

Title: PRESIDENT

Date: 11-4-25

END OF SECTION 00 41 13

AIA Document A310™ – 2010

Bond No. FB0004882

Bid Bond

CONTRACTOR:
Name, legal status and address)
Duluth Electrical Contracting, Inc.
5051 Miller Trunk Hwy

Duluth, MN 55811

SURETY:
(Name, legal status and principal place of business)
GRANITE RE, INC.
14001 Quailbrook Drive

Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

ISD#709-Duluth Public Schools

Bond Amount: Five Percent **of the Bid Amount (** 5% **of Bid Amount)**

PROJECT: Lowell Elementary School lighting upgrade

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November, 2025

Duluth Electrical Contracting, Inc.
(Principal) *(Seal)*

(Witness)

(Witness)

(Title)

GRANITE RE, INC.
(Surety) *(Seal)*

(Title) Attorney-in-Fact Troy Staples

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
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041110

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN)
)
County of St. Louis)

On this 4th day of Nov, in the year 2025, before me personally come(s) Richard Hart, to me known, who, being duly sworn, deposes and says that he/she is the president of the DEC _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

JENNIFER J CANNON
Notary Public
Minnesota
My Commission Expires Jan. 31, 2029

_____
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 4th day of November, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of GRANITE RE, INC. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of GRANITE RE, INC. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

LINDSAY ANN HILDERBRAND
Notary Public
Minnesota
My Commission Expires Jan. 31, 2030

_____
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 4th day of November, 2025.

Kyle P. McDonald, Assistant Secretary

GR0800-1

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Hunt Electric Corporation

4330 West 1st St, Ste B

Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lowell Elementary School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 1
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ SIX HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED TWENTY-SEVEN | $ 694,427.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4330 West 1st St, Ste B

City: Duluth State: MN Zip: 55807

Phone Number: 218-628-3323 Fax Number: 218-624-7485

Name (typed or printed): Jeffrey Tyllia

Signature:

Title: Vice President of Business Development

Date: 11/4/25

END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Hunt Electric Corporation
4330 West 1st Street, Suite B,
Duluth, MN 55807

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
151 N. Franklin Street,
Chicago, IL 60606

OWNER:
(Name, legal status and address)
Duluth Public Schools, ISD #709
709 Portia Johnson Drive,
Duluth, MN 55811

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT $: Five Percent of Total Amount Bid (5%)

PROJECT Lowell Elementary Lighting Replacement, Duluth Bid Number 1343, Duluth, Minnesota
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November, 2025

	Hunt Electric Corporation
(Witness)	*(Contractor as Principal)* *(Seal)*
	(Title)
	Western Surety Company
(Witness)	*(Surety)* *(Seal)*
	(Title) Mary Jo Dingwall, Attorney-in-Fact

Init.
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User Notes: (1345475917)

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who is being by me duly sworn, did depose and say that he/she resides in _____ and that he/she is a member, manager, or officer of the limited liability company of _____ _____ and that he/she is duly authorized to execute the foregoing instrument in the name of and for the limited liability company.

_____
Notary Public, _____
County, _____
My Commission Expires _____

(Notarial Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota)
COUNTY OF St. Louis)

On this 4th day of November, 20 25, before me personally appeared Jeffrey Tylka to me known, who is being by me duly sworn, did depose and say that he/she resides in St Louis County and that he/she is the VP of Business Development of the Hunt Electric Corporation corporation described in, and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation; and that he signed his/her name thereto by like order.

SAMANTHA DAMMER
Notary Public
Minnesota
My Commission Expires January 31, 2029
(Notarial Seal)

_____
Notary Public, St Louis
County, Minnesota
My Commission Expires 1/31/29

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota)

On this 4th day of November, 20 25, before me personally appeared Mary Jo Dingwall to me known, who is being by me duly sworn, did depose that he/she is the aforesaid officer or attorney in fact of the Western Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

MATTHEW SCHMIDT
Notary Public
Minnesota
My Commission Expires 1/31/2028
(Notarial Seal)

_____
Notary Public, Hennepin
County, Minnesota
My Commission Expires January 31, 2028

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

Mark N Kampf, Mary Jo Dingwall, Thomas M Reuder, Rocklyn C Bullis, Jonathon Diessner, Yaralitza Rivas, Matthew Schmidt, Daniel A Kampf, Individually

of Burnsville, 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 16th day of January, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of January, 2025, 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 NOTARY PUBLIC SOUTH DAKOTA

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-Laws 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 4th day of November, 2025

WESTERN SURETY COMPANY

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 27th 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 > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Holden Electric Co., Inc.

7669 College Road

Baxter, MN 56425

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lowell Elementary School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 01 - Electrical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Eight Hundred Fourty Two Thousand Dollars | $ 842,000.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/2025 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 7669 College Road

City: Baxter State: MN Zip: 56425

Phone Number: 218-829-4759 Fax Number: _____

Name (typed or printed): Micah Toftness

Signature: _____

Title: President

Date: 11/4/2025

END OF SECTION 00 41 13

AIA Document A310™ – 2010

Bond No. UB002932

Bid Bond

CONTRACTOR:
Name, legal status and address)
Holden Electric Co. Inc.
7669 College Rd

Baxter, MN 56425

SURETY:
(Name, legal status and principal place of business)
United Fire & Casualty Company
P.O. Box 73909
118 - 2nd Ave SE (Zip 52401)
Cedar Rapids, IA 52407

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

ISD#709-Duluth Public Schools

Bond Amount: Five Percent **of the Bid Amount (** 5% **of Bid Amount)**

PROJECT: Lowell Elementary Lighting Replacement Duluth Bid Number #1343 - Work Scope 01 - Electrical

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of November, 2025

(Witness)	Holden Electric Co. Inc. *(Principal)* *(Seal)*
	(Title)
(Witness)	United Fire & Casualty Company *(Surety)* *(Seal)*
	(Title) Attorney-in-Fact Troy Staples

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
)
County of Crow Wing)

On this 3rd day of November, in the year 2025, before me personally come(s) Vesse Johnson, to me known, who, being duly sworn, deposes and says that he/she is the Vice President of the Holden Electric Co., Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Courtney Henderson
Notary Public

ACKNOWLEDGMENT OF SURETY

COURTNEY I HENDRICKSON
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2030

State of Minnesota)
)
County of Dakota)

On this 3rd day of November, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-In-Fact of United Fire & Casualty Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-In-Fact of United Fire & Casualty Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-In-Fact of the said company by like order.

LINDSAY ANN HILDERBRAND
Notary Public
Minnesota
My Commission Expires Jan. 31, 2031

_____
Notary Public

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

201

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

THOMAS G. KEMP, THOMAS M. LAHL, ZACHARY PATE, TROY STAPLES, NICHOLAS HOCHBAN, JENNIFER BOYLES, JOEL KRECH, MAXWELL BOHLIG, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 22nd day of January, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of January, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M. Saylor
Vice President

State of Iowa, County of Linn, ss:

On 22nd day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; 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 corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A. Jones
Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 3rd day of November, 2025.

By: Mary A. Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BFOA0045 122017

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: PEC Solution/ArchKey DBA Parsons Electric

1415 MN 33 S Cloquet, MN 55720

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lowell Elementary School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** Electrical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One Million and Eighty Seven thousand Dollars. | $ 1,087,000.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10-30-2025 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1415 MN 33 S

City: Cloquet State: MN Zip: 55720

Phone Number: 218-428-5484 Fax Number: _____

Name (typed or printed): Matthew Collins

Signature: Matt Collins Digitally signed by Matt Collins DN: C=US, E=matthew.collins@arohkey.com, O=Arohkey, OU="PEC Solutions ", CN=Matt Collins Date: 2025.11.04 09:27:59-06'00'

Title: Project Manager

Date: 11-04-2025

END OF SECTION 00 41 13

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

PEC Solutions, LLC dba ArchKey/
Parsons Electric
1415 Highway 33 S
Cloquet, MN 55720

OWNER:
(Name, legal status and address)

Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

SURETY:
(Name, legal status and principal place of business)

Pennsylvania Insurance Company
P.O. Box 3646
Omaha, NE 68103-0646

Mailing Address for Notices

Applied Surety Underwriters -
Surety Claims
10805 Old Mill Road
Omaha, NE 68154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

PROJECT: $ 5% G.A.B. Five Percent of the Greatest Amount Bid
(Name, location or address, and Project number, if any)

Lowell Elementary Lighting Replacement - Duluth Bid Number 1343

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November, 2025.

Cora Haines
(Witness) Cora Haines

PEC Solutions, LLC dba ArchKey/Parsons Electric
(Principal) *(Seal)*

By: _____
(Title) Jeff Russell, Vice President of Risk Management

PEC SOLUTIONS LLC CORPORATE SEAL DELAWARE

_____
(Witness) Ashley Britt

Pennsylvania Insurance Company
(Surety) *(Seal)*

By: _____
(Title) David T. Miclette, Attorney-In-Fact

California Insurance Company · Continental Indemnity Company · Illinois Insurance Company · Pennsylvania Insurance Company

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. BMBHOU01_1123

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

Ashley Britt, Barry K. McCord, David T. Miclette, Lucas Lomax, Nikole Jeannette, Rita G. Gulizo, Robert C. Davis, Stacey Bosley, Stacy Owens, Will Duke, Nancy Rios, Kathleen Cuckler, Aaron Hawley, Sandra Villegas

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.**

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

California Insurance Company, Continental Indemnity Company,
Illinois Insurance Company, Pennsylvania Insurance Company

By _____
Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.

GENERAL NOTARY - State of Nebraska
LINDA S. DAVIS
My Comm. Exp. September 1, 2027

_____
(Notary Public)

I, the undersigned Officer of the **California Insurance Company,** a California Corporation of Foster City, California, **Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** New Mexico Corporations of Santa Fe, New Mexico, do herby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 4th day of November, 20 25.

_____
Jeffrey A. Silver, Secretary

11/5/2025

Board of Education
Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

A LEDENCE Company

1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413
ics-builds.com
(763) 354-2670

Re: Duluth Public Schools, ISD #709
Lincoln Park Middle School Lighting Replacement
Duluth, MN 55802

Dear Board Members:

ICS has reviewed the bids that were received on Tuesday, November 4, 2025, for the above-referenced project. Our recommendation for award is as follows:

Single Prime - Electrical
Wolf River Electric – Isanti, MN

BASE BID:	$948,615.00
TOTAL	**$948,615.00**

Based on the recommendations above, we recommend that the District enter into a contract with the above-mentioned contractors for the total bid amount of Nine **Hundred Forty-Eight Thousand Six Hundred Fifteen Dollars and No/100 Cents ($948,615.00).**

Upon Board action, we will draft a contract reflecting this amount to each of the respective Contractors.

Enclosed are copies of the official bid tabulation, bid forms and bid securities. Please contact us at 763-354-2670 should you have any questions regarding our recommendation.

Regards,

Mark Needham
ICS Senior Project Manager

MN/rw

Enclosures

Lincoln Park Middle School Lighting Replacement

OWNER: Duluth Public Schools, ISD #709
CONSTRUCTION MANAGER: ICS
M & E ENGINEER: Design Tree

BID TABULATIONS

Tuesday, November 4, 2025 @ 10:00 a.m.

Work Scope 01 - Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Wolf River Electric 101 Isanti Pkwy, Ste G Isanti, MN 55040 952-412-7719	**Hunt Electric Corporation 4330 West 1st St, Ste B Duluth, MN 55807 218-628-3323**	**Wescom, Inc. 5137 Jean Duluth Road Duluth, MN 55803 218-724-1322**	**Holden Electric Co., Inc. 7669 College Road Baxter, MN 56425 218-829-4759**	**PEC Solutions, LLC dba ArchKey/Parsons Electric 1415 Highway 33 S Cloquet, MN 55720 218-428-5484**	
BID SECURITY	Yes	Yes	Yes	Yes	Yes	
ADDENDA REC'D.	1	1	1	1	1	
BASE BID:	$948,615.00	$1,205,527.00	$1,281,724.00	$1,884,000.00	$1,920,000.00	
Signed Bid Form:	x Dan Halvorsen	x Jeffrey Tyllia	x Eric Schillereff	x Micah Toftness	x Matt Collins	
ALTERNATES:						
Alt. No. 1: Provide concrete bases for light poles	ADD: $469,747.00	ADD: $257,157.00	ADD: $151,460.00	ADD: $293,000.00	ADD: $248,614.00	
Alt. No. 2: Voluntary Alternate	No change	N.A.		NA		
Alt. No. 3: Voluntary Alternate	No change	N.A.		NA		

Lincoln Park Middle School Lighting Replacement

OWNER: Duluth Public Schools, ISD #709
CONSTRUCTION MANAGER: ICS
M & E ENGINEER: Design Tree

BID TABULATIONS 206

Tuesday, November 4, 2025 @ 10:00 a.m.

Work Scope 01 - Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Archkey Parsons Electric	Wescom inc.	Hunt Electric	Holden Electric	Wolf river Electric			
BID SECURITY	X	X	X	X	X			
ADDENDA REC'D.	X	X	X	X	X			
BASE BID:	1,920,000	1,281,724	1,205,527	1,884,000	948,615			
Signed Bid Form:	X	X	X	X	X			
ALTERNATES:								
Alt. No. 1: Provide concrete bases for light poles	248,614	151,460	257,157	293,000	969,747			
Alt. No. 2: Voluntary Alternate								
Alt. No. 3: Voluntary Alternate								

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Wolf River Electric
101 Isanti Pkwy Ste G
Isanti, MN 55040

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** Division 26 Electrical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ nine hundred forty eight thousand six hundred fifteen | $ 948,615

Alternates

Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ four hundred sixty nine thousand - seven hundred forty seven | $469,747

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ NA | $ 0

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ NA | $ 0

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 101 Isanti Pkwy Ste G

City: Isanti State: MN Zip: 55040

Phone Number: (952) 412-7719 Fax Number: (763) 401-6968

Name (typed or printed): Dan Halvorsen

Signature: Dan Halvorsen

Title: Master Electrician / Lead Estimator

Date: 11/3/25

END OF SECTION 00 41 13

AIA® Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)
LTL LED, LLC Dba Wolf River Electric
101 Isanti Parkway NE
Isanti, MN 55040

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)
Old Republic Surety Company
P.O. Box 1976
Des Moines, IA 50305

a corporation duly organized under the laws of the State of **Wisconsin**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)
ISD #709 - Duluth
215 North 1st Avenue E
Duluth, MN 55802

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount of the Bid** Dollars ($ **5%**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
ISD #709- Duluth public schools- Lowell Elementary

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **4th** day of **November, 2025**

(Witness)

LTL LED, LLC Dba Wolf River Electric
(Principal) (Seal)
Lead Estimator
(Title)

(Witness)

Old Republic Surety Company
(Surety)
(Title) **Name Alemdar** *(Seal)*
Attorney-in-Fact

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OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: BRUCE A. CHRISTENSEN, RICK T. REDDING, CLINT J. SICHMELLER, KATIE MARIE RANDOLPH, BARB MICHAELS, BARBARA D. HANSEN, MARILYN J. HENTGES, STACY BURY, SCOTT A. FOGELSON, JEFFREY SETTEM, NAME ALEMDAR, MELISSA M. NORDIN, ALAN STARKS, TYLER GERADS, ALEXANDRA KISSELL of EDEN PRAIRIE, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the natura thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to thesa presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) whan signed by the president, any vice president or assistant vice president, and attested and sealad (if a seal be required) by any secratary or assistant sacretary; or

(ii) when signed by tha president, any vice president or assistant vice president, secretary or assistant secratary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or othar suretyship obligations of the company; and such signature and seal when so used shall have the sama force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10th day of February, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 10th day of February, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to tha above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN A. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2662

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 4th day of November, 2025.

Karen J Haffner
Assistant Secretary

ORSC 22262 (3-06)

Christensen Group - IRI

SECTION 00 50 00

LIST OF CONTRACT FORMS

1.01 GENERAL

A. The following is a list of forms and standards applicable to this Project.

1.02 FORMS

A. Bid Form: As bound in this Project Manual, section 00 41 13.

B. Bid Bond Form: Standard AIA Document A-310 that complies with all state requirements. Submit with Bid with proper Power of Attorney certificate and acknowledgment.

C. Contract Form: The Contract form will be AIA document A132-2019. See attached

D. Performance/Payment Bond: Standard AIA Document A312 Performance Bond and Payment Bond, 1984 edition that complies with all state requirements. Submit in two copies, with proper Power of Attorney and acknowledgement upon execution of contract agreement with Owner.

END OF SECTION 00 50 00

Duluth Public Schools, ISD #709 - Lincoln Park Middle School Lighting Replacement

November 3, 2025

Prepared By:
Wolf River Electric
101 Isanti Parkway Northwest Ste G
ISANTI, Minnesota 55040
6122087210
DANIEL@WOLFRIVERELECTRIC.COM

Scope of Work
Inclusions:
Install as specified on plans and specifications.
Exclusions:
Structural modifications
Site remediation (hazmat, etc.)
Utility tariff changes or interconnection fees
Electrical work outside of scope on plans
Utility fees or transformer upgrades
Special/independent electrical testing
Demo/removal outside of plan specifics
Repairs to existing conditions/utilities
X-raying or surveying
Overtime, weekend, or premium labor
Performance/payment bonds (can be added at cost)

Subtotals

Material	$427,709.50
Labor	$460,214.52
Equipment	$26,475.00
Taxes	$34,216.56
Proposal Total	**$948,615.58**

Terms and Conditions
Terms & Notes

This quote is valid for 60 days from the issue date.
No sales tax applied to this estimate.
Important Disclaimer: If unexpected site conditions are encountered that require additional materials or labor this quote may be subject to adjustment with customer approval.
This quote includes all labor, materials, site survey, permitting, and equipment costs necessary to complete the outlined work.

Duluth Public Schools Lincoln Park MS Alt 1

November 3, 2025

Prepared By:
Wolf River Electric
101 Isanti Parkway Northwest Ste G
ISANTI, Minnesota 55040
6122087210
DANIEL@WOLFRIVERELECTRIC.COM

Scope of Work
Inclusions:
Install as specified on plans and specifications.
Exclusions:
Structural modifications
Site remediation (hazmat, etc.)
Utility tariff changes or interconnection fees
Electrical work outside of scope on plans
Utility fees or transformer upgrades
Special/independent electrical testing
Demo/removal outside of plan specifics
Repairs to existing conditions/utilities
X-raying or surveying
Overtime, weekend, or premium labor
Performance/payment bonds (can be added at cost)

Subtotals

Material	$156,663.30
Labor	$259,486.02
Equipment	$41,065.00
Taxes	$12,533.05
Proposal Total	**$469,747.37**

Terms and Conditions
Terms & Notes

This quote is valid for 60 days from the issue date.
Important Disclaimer: If unexpected site conditions are encountered that require additional materials or labor this quote may be subject to adjustment with customer approval.
This quote includes all labor, materials, site survey, permitting, and equipment costs necessary to complete the outlined work.

Signature

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools
Independent School District #709
709 Portia Johnson Drive
Duluth, MN 55811

and the Contractor:
(Name, legal status, address, and other information)
LTL LED LLC Dba Wolf River Electric
101 Isanti Pkwy Ste G
Isanti MN 55040

for the following Project:
(Name, location, and detailed description)

Lincoln Park Middle School Lighting Replacement
3215 W. 3rd Street
Duluth, MN 55806

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Design Tree Engineering + Land Surveying
120 17th Avenue West
Alexandria, MN 56308

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

(Paragraph deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by May 30, 2026.

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§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

[X] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

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Item	Price

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.3 - 4.6 Intentionally omitted
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in **§ 5.1.3** of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

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.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

§ 5.2.2.1

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(Paragraphs deleted)
Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

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§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodies in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project

.2 Intentionally omitted as N/A

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project

.4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

.9 Other documents, if any, listed below:

(Paragraph deleted)

This Agreement is entered into as of the day and year first written above.

Duluth Public Schools *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	Matt Eddington *(Printed name and title)*

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User Notes:
(1215578952)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Isanti

On this 4 day of November, 2025 before me personally appeared Dan Hawkins to me known, who being by me duly sworn, that he is the officer of the LTL LED, LLC dba * the Limited Liability Company described in and which executed the foregoing instrument; that he knows the seal of said Limited Liability Company; that the seal affixed to said instrument is such company seal; that it was affixed by order of the Board of Governors of said Limited Liability Company; and that he signed his name thereto by like order.

* Wolf River Electric

Kate Goodmanson Notary Public
Notary Public
Minnesota
My Commission Expires 01/31/2030

Notary Public, Kate Goodmanson

(Notarial Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota

COUNTY OF Washington

On this 4 day of November, 2025 before me appeared Name Alemdar to me personally known, who being duly sworn, did say that he is the aforesaid officer or attorney in fact of Old Republic Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid office acknowledged said instrument to be the free act and deed of said corporation.

JEFFREY MITCHELL SETTEM
NOTARY PUBLIC
MINNESOTA
My Commission Expires January 31, 2026

Notary Public, JMS

(Notarial Seal)

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Hunt Electric Corporation

4330 West 1st St, Ste B

Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 1
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ ONE MILLION TWO HUNDRED FIVE THOUSAND FIVE HUNDRED TWENTY-SEVEN | $ 1,205,527.00

Alternates

Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ TWO HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED FIFTY SEVEN | $ 257,157.00

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ N.A. | $

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ N.A. | $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4330 West 1st St, Ste B

City: Duluth State: MN Zip: 55807

Phone Number: 218-628-3323 Fax Number: 218-624-7485

Name (typed or printed): Jeffrey Tyllia

Signature: 

Title: Vice President of Business Development

Date: 11/3/25

END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Hunt Electric Corporation
4330 West 1st Street, Suite B,
Duluth, MN 55807

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
151 N. Franklin Street,
Chicago, IL 60606

OWNER:
(Name, legal status and address)
Duluth Public Schools, ISD #709
709 Portia Johnson Drive,
Duluth, MN 55811

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT $: Five Percent of Total Amount Bid (5%)

PROJECT Lincoln Park Middle School Lighting Replacement, Duluth Bid Number 1344, Duluth, Minnesota
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November, 2025

	Hunt Electric Corporation
(Witness)	*(Contractor as Principal)* *(Seal)*
	VP of Business Development
	(Title)
	Western Surety Company
(Witness)	*(Surety)* *(Seal)*
	Mary Jo Dingwall
	(Title) Mary Jo Dingwall, Attorney-in-Fact

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User Notes: (1345475917)

Init. /

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who is being by me duly sworn, did depose and say that he/she resides in _____ and that he/she is a member, manager, or officer of the limited liability company of _____ and that he/she is duly authorized to execute the foregoing instrument in the name of and for the limited liability company.

_____
Notary Public, _____
County, _____
My Commission Expires _____

(Notarial Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota)
COUNTY OF St Louis)

On this 4th day of November, 20 25, before me personally appeared Jeffrey Tyllia to me known, who is being by me duly sworn, did depose and say that he/she resides in St Louis County and that he/she is the VP of Business Developmet of the Hunt Electric Corporation corporation described in, and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation; and that he signed his/her name thereto by like order.

SAMANTHA DAMMER
Notary Public
Minnesota
My Commission Expires January 31, 2029
(Notarial Seal)

Notary Public, St Louis
County, Minnesota
My Commission Expires 1/31/29

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota)

On this 4th day of November, 20 25, before me personally appeared Mary Jo Dingwall to me known, who is being by me duly sworn, did depose that he/she is the aforesaid officer or attorney in fact of the Western Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

MATTHEW SCHMIDT
Notary Public
Minnesota
My Commission Expires 1/31/2028
(Notarial Seal)

Notary Public, Hennepin
County, Minnesota
My Commission Expires January 31, 2028

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

Mark N Kampf, Mary Jo Dingwall, Thomas M Reuder, Rocklyn C Bullis, Jonathon Diessner, Yaralitza Rivas, Matthew Schmidt, Daniel A Kampf, Individually

of Burnsville, 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 16th day of January, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of January, 2025, 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 NOTARY PUBLIC SOUTH DAKOTA

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-Laws 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 4th day of November , 2025 .

WESTERN SURETY COMPANY

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 27th 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 > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Wescom, inc.
5137 Jean Duluth Rd
Duluth, MN 55803

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** Lighting Replacement
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One Million, two hundred eighty-one thousand, Seven hundred ~~twenty~~ four $ 1,281,724.00

Alternates

Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ one hundred fifty-one thousand, four hundred ~~sixty~~ $ 151,460.00

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ $

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 5137 Jean Duluth Rd

City: Duluth State: MN Zip: 55803

Phone Number: (218) 724-1322 Fax Number: N/A

Name (typed or printed): Eric Schillereff

Signature: Eric Schillereff

Title: Lead Estimator

Date: 11/4/25

END OF SECTION 00 41 13

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
WESCOM INC.
5137 Jean Duluth Rd
Duluth, Minnestoa 55803

SURETY:
(Name, legal status and principal place of business) AMERICAN ALTERNATIVE INSURANCE CORPORATION
555 College Road East, P.O. Box 5241
Princeton, New Jersey 08543

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
DULUTH PUBLIC SCHOOLS
709 Portia Johnson Drive
Duluth, Minnesota 55811

BOND AMOUNT: Five Percent (5%) of the Total Amount of the Bid

PROJECT:
(Name, location or address, and Project number, if any)
Lincoln Park Middle School Lighting Replacement
Duluth Bid Number 1344
Duluth, Minnesota

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November 2025

By Jean M. Stenberg
(Witness)

By
(Witness) Kim Payton, Littleton, Colorado

WESCOM INC.
(Contractor as Principal) *(Seal)*
Eric Schillereff
(Title) Eric Schillereff, Lead Estimator

AMERICAN ALTERNATIVE INSURANCE CORPORATION
(Surety) *(Seal)*
By
(Title) Douglas J. Rothey, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
/

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ACD0070810

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Douglas J. Rothey; Kimberly McAlexander; Kim Payton; Wesley J. Butorac; and Zach Rothey

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000)**.
Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to thesame extent as if signed by the President of said Company under its corporate seal attested by its Secretary.
This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.

AMERICAN ALTERNATIVE INSURANCE CORPORATION CORPORATE SEAL 1923 STATE OF DELAWARE

By: _____
Michael G. Kerner
President

Attest: _____
Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kemer and Ignacio Rivera, who are personally known to me.

JILLIAN SANFILIPPO NOTARY PUBLIC NEW JERSEY

_____
Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

   RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

   RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

   FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

   FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.
4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 4th day of November, 20 25.

AMERICAN ALTERNATIVE INSURANCE CORPORATION CORPORATE SEAL 1923 STATE OF DELAWARE

AMERICAN ALTERNATIVE INSURANCE CORPORATION

_____
Ignacio Rivera (Sep 24, 2021 16:06 EDT)
Ignacio Rivera
Deputy General Counsel & Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/3/2025

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).

PRODUCER	CONTACT NAME: Tucker Hanlon
Hanlon & Associates 501 S Lake Ave Ste 400 Duluth, MN 55802	PHONE (A/C, No, Ext): (218) 491-7855 FAX (A/C, No): E-MAIL ADDRESS: katie@hanlonandassociates.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CHARTER OAK FIRE INS CO	25615
INSURER B : TRAVELERS PROP CAS CO OF AMER	25674
INSURER C : TRAVELERS IND CO	25658
INSURER D : Certain Underwriters at Lloyd's, London	15792
INSURER E :	
INSURER F :	

INSURED
Wescom Inc
5137 Jean Duluth Rd
Duluth, MN 55803

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Stop Gap Liability (ND & WY) GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		VTC2O-CO-5K009914-COF-25	07/27/2025	07/27/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 15,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		VTJ-CAP-5K009926-TIL-25	07/27/2025	07/27/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y		CUP-5K009938-25-25	07/27/2025	07/27/2026	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-B6406708-25-25-K	07/27/2025	07/27/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
B/D	Rented & Leased Equipment/ Professional & Pollution Liability			B5402306 / B0621PWESC000724	07/27/2025	07/27/2026	Rented Leased Equip Professional Aggregate Professional Per Claim		$250,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lincoln Park Middle School Lighting Replacement
Project Location: 3215 W 3rd St, Duluth, MN 55806

CERTIFICATE HOLDER

Duluth Public Schools
709 Portia Johnson Drive
Duluth MN 55811

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Tucker Hanlon

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SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Holden Electric Co., Inc.

7669 College Road

Baxter, MN 56425

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 01 - Electrical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One Million Eight Hundred Eighty Four Thousand Dollars | $ 1,884,000.00

Alternates

Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ Two Hundred Ninety Three Thousand Dollars | $ 293,000.00

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ NA | $ NA

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ NA | $ NA

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/2025 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 7669 College Road

City: Baxter State: MN Zip: 56425

Phone Number: 218-829-4759 Fax Number: _____

Name (typed or printed): Micah Toftness

Signature: _____

Title: President

Date: 11/4/2025

END OF SECTION 00 41 13

AIA Document A310™ – 2010

Bond No. UB002933

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Holden Electric Co. Inc.
7669 College Rd

Baxter, MN 56425

SURETY:
(Name, legal status and principal place of business)
United Fire & Casualty Company
P.O. Box 73909
118 - 2nd Ave SE (Zip 52401)
Cedar Rapids, IA 52407

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

ISD#709-Duluth Public Schools

Bond Amount: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Lincoln Park Middle School Lighting Replacement Duluth Bid Number #1344 - Work Scope 01 - Electrical

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of November, 2025

	Holden Electric Co. Inc. *(Principal)* *(Seal)*
(Witness)	*(Title)*
	United Fire & Casualty Company *(Surety)* *(Seal)*
(Witness)	*(Title)* Attorney-in-Fact Troy Staples

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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081110

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
)
County of Crow Wing)

On this 3rd day of November, in the year 2025, before me personally come(s) Jesse Johnson to me known, who, being duly sworn, deposes and says that he/she is the Vice President of the Holden Electric Co., Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Courtney Henderickson
Notary Public

COURTNEY HENDRICKSON
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2030

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 3rd day of November, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of United Fire & Casualty Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of United Fire & Casualty Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

LINDSAY ANN HILDEBRAND
Notary Public
Minnesota
My Commission Expires Jan. 31, 2029

_____
Notary Public

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

THOMAS G. KEMP, THOMAS M. LAHL, ZACHARY PATE, TROY STAPLES, NICHOLAS HOCHBAN, JENNIFER BOYLES, JOEL KRECH, MAXWELL BOHLIG, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 22nd day of January, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of January, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M. Saylor
Vice President

State of Iowa, County of Linn, ss:

On 22nd day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; 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 corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A. Jones
Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 3rd day of November 2025.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0045 122017

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: PEC Solution/ArchKey DBA Parsons Electric

1415 MN 33 S Cloquet, MN 55720

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** Electrical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One Million Nine Hundred and Twenty thousand Dollars. | $ 1,920,000.00

Alternates

Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.

(Add) Deduct, No Change) $ Two Hundred Forty Eight thousand Six Hundred and Fourteen Dollars. | $ 248,614.00

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ | $

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ | $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10-30-2025 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1415 MN 33 S

City: Cloquet State: MN Zip: 55720

Phone Number: 218-428-5484 Fax Number: _____

Name (typed or printed): Matthew Collins

Signature: Matt Collins Digitally signed by Matt Collins DN: C=US, E=matthew.collins@archkey.com, O=Archkey, OU="PEC Solutions ", CN=Matt Collins Date: 2025.11.04 09:16:45-06'00'

Title: Project Manager

Date: 11-04-2025

END OF SECTION 00 41 13

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

PEC Solutions, LLC dba ArchKey/
Parsons Electric
1415 Highway 33 S
Cloquet, MN 55720

SURETY:
(Name, legal status and principal place of business)

Pennsylvania Insurance Company
P.O. Box 3646
Omaha, NE 68103-0646

Mailing Address for Notices

Applied Surety Underwriters -
Surety Claims
10805 Old Mill Road
Omaha, NE 68154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BOND AMOUNT:

PROJECT: $ 5% G.A.B. Five Percent of the Greatest Amount Bid
(Name, location or address, and Project number, if any)

Lincoln Park Middle School Lighting Replacement - Duluth Bid Number 1344

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November, 2025.

Cora Haines
(Witness) Cora Haines

PEC Solutions, LLC dba ArchKey/Parsons Electric
(Principal) *(Seal)*

By: _____
(Title) Jeff Russell, Vice President of Risk Management

PEC SOLUTIONS LLC CORPORATE SEAL DELAWARE

_____
(Witness) Ashley Britt

Pennsylvania Insurance Company
(Surety) *(Seal)*

By: _____
(Title) David T. Miclette, Attorney-In-Fact

California Insurance Company · Continental Indemnity Company · Illinois Insurance Company · Pennsylvania Insurance Company

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. BMBHOU01_1123

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

Ashley Britt, Barry K. McCord, David T. Miclette, Lucas Lomax, Nikole Jeannette, Rita G. Gulizo, Robert C. Davis, Stacey Bosley, Stacy Owens, Will Duke, Nancy Rios, Kathleen Cuckler, Aaron Hawley, Sandra Villegas

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.**

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company**, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company**, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

California Insurance Company, Continental Indemnity Company, Illinois Insurance Company, Pennsylvania Insurance Company

By _____
Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.

GENERAL NOTARY - State of Nebraska
LINDA S. DAVIS
My Comm. Exp. September 1, 2027

_____
(Notary Public)

I, the undersigned Officer of the **California Insurance Company**, a California Corporation of Foster City, California, **Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company**, New Mexico Corporations of Santa Fe, New Mexico, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 4th day of November 2025.

_____
Jeffrey A. Silver, Secretary

Docusign Envelope ID: 42B27C93-B413-458B-A09B-259D2E1BBD45

Messina & Associates Real Estate

ADDENDUM TO PURCHASE AGREEMENT: COUNTEROFFER

This form is approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
© 2025 Minnesota Association of REALTORS®

1. Date October 20th, 2025
2. Page 1

3. Addendum to Purchase Agreement between parties, dated April 18th, 2025
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 24xx E. Pioneer Rd.

6. ***This Counteroffer does not include the terms or conditions in any previous Counteroffer(s).***

7. This Counteroffer Addendum is valid only upon signature and delivery of the Purchase Agreement.

8. The Purchase Agreement is rejected and the following Counteroffer is hereby made. All terms and conditions remain
9. the same, as stated in the Purchase Agreement, except the following:

10. *(Select appropriate changes from original offer.)*

11. ☐ Purchase price (and corresponding FHA ESCAPE CLAUSE sale price, if applicable) shall be
12. $ _____.

13. ☐ Earnest money shall be a total of $ _____.

14. ☐ Cash of _____ percent (%) of the sale price, which includes the earnest money.

15. ☐ Mortgage financing of _____ percent (%) of the sale price.

16. ☒ Closing date shall be November 12th, 2025.

17. ☐ Seller agrees to complete all FHA/Lender required repairs, not to exceed $ _____.

18. ☐ Seller shall pay Buyer's closing costs, prepaids, insurance and _____
19. not to exceed $ _____ or _____ percent (%) of the sale price.

20. ☐ Seller contribution to Buyer's Broker's Compensation shall be $ _____ or
21. _____ percent (%) of the sale price.

22. ☐ **OTHER:**

23. _____
24. _____
25. _____
26. _____
27. _____
28. _____

29. K Eden 10/31/25 (Seller) (Date) — Signed by: Douglas Manthey 10/23/2025 (Buyer) (Date)

30. John Magas 10/28/25 (Seller) (Date) — Signed by: Susan M Rafferty 10/23/2025 (Buyer) (Date)

31. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
32. is the date on which the fully executed Purchase Agreement is delivered.

33. **ATTACH ONLY THE FINAL COUNTEROFFER ADDENDUM TO THE PURCHASE AGREEMENT.**

34. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
35. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

Minnesota Realtors®

PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL) 247

401. Page 10 Date April 18th, 2025

402. Property located at 24xx E. Pioneer Rd. Duluth 55804.

403. **AGENCY NOTICE**

404. Kevin P. OBrien (Licensee) is ☐ Seller's Agent ☐ Buyer's Agent ☒ Dual Agent ☐ Facilitator. (Check one.)

405. Messina and Assoc. (Real Estate Company Name)

406. _____ (Licensee) is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator. (Check one.)

407. _____ (Real Estate Company Name)

408. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

409. **SELLER'S CONTRIBUTION TO BUYER'S BROKER'S COMPENSATION:** Seller agrees to pay buyer's broker's
410. compensation at closing 2.5 percent (%) of the selling price or $ _____, which is in
411. addition to any Seller's contribution to buyer's closing costs paid at closing. This amount is in addition to the listing
412. broker's offer of cooperating compensation, if any.

413. **DUAL AGENCY REPRESENTATION**

414. **PLEASE CHECK *ONE* OF THE FOLLOWING SELECTIONS:**

415. ☐ Dual Agency representation DOES NOT apply in this transaction. *Do not complete lines 415-431.*

416. ☒ Dual Agency representation DOES apply in this transaction. *Complete the disclosure in lines 416-431.*

417. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
418. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
419. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
420. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
421. Seller(s) and Buyer(s) acknowledge that

422. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
423. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
424. information will be shared;
425. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
426. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
427. the sale.

428. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
429. and its salesperson to act as dual agents in this transaction.

430. Seller KCeder — Buyer Signed by: Douglas Manthey F1C49BD6B3604BD...

431. Seller John Mages — Buyer Susan Ranfranz F6D1AFCC5A3048F...

432. Date 10/27/25 — Date 4/18/2025

433. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
434. cash outlay at closing or reduce the proceeds from the sale.

Minnesota Realtors® TRANSACTIONS

Messina & Associates Real Estate

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

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1. Date April 18th, 2025
2. Page 1

3. BUYER(S): Douglas Manthey and Susan Ranfranz
4. _____
5. Buyer's earnest money in the amount of
6. Five Hundred Dollars ($ 500.00)
7. shall be delivered to listing broker, or, if checked, to ☐ _____ no later than two (2) Business
8. Days after Final Acceptance Date. Buyer and Seller agree that earnest money shall be deposited in the trust account
9. of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final
10. Acceptance Date, whichever is later.
11. Said earnest money is part payment for the purchase of the property located at
12. Street Address: 24xx E. Pioneer Rd. .
13. City of Duluth, County of St. Louis State of Minnesota,
14. Zip Code 55804, legally described as _____
15. W1/2 of NW1/4 of NW1/4 of NW1/4 Sec 25 Twp 52 Rng 13
16. _____
17. including all fixtures, if any, **AND** including the following personal property, if any, which shall be transferred with no
18. additional monetary value, and free and clear of all liens and encumbrances:
19. _____
20. _____
21. _____ (collectively the "Property").
22. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:
23. _____ .

PURCHASE PRICE:

24. Seller has agreed to sell the Property to Buyer for the sum of ($ 51,000.00)
25. Fifty-One Thousand Dollars,
26. which Buyer agrees to pay in the following manner:
27. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;
28. 2. _____ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)
29. 3. _____ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to Purchase Agreement: Assumption Financing*.)
30. 4. _____ percent (%) of the sale price by **CONTRACT FOR DEED.** (See attached *Addendum to Purchase Agreement: Contract for Deed Financing*.)

CLOSING DATE:

31. **The date of closing shall be** May 5th, 2025 .

Minnesota Realtors TRANSACTIONS

39. Property located at 24xx E. Pioneer Rd. Duluth 55804.

40. **MORTGAGE FINANCING:**

41. This Purchase Agreement ☐ **IS** ☒ **IS NOT** subject to the mortgage financing provisions below. If **IS**, complete the
------(Check one.)------
42. **MORTGAGE FINANCING** section below. If **IS NOT**, proceed to the **SELLER'S CONTRIBUTIONS TO BUYER'S**
43. **COSTS** section.

44. Such mortgage financing shall be: *(Check one.)*
45. ☐ **FIRST MORTGAGE only** ☐ **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

46. Buyer shall apply for and secure, at Buyer's expense, a: *(Check all that apply.)*
47. ☐ **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**
48. ☐ **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**
49. ☐ **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**
50. ☐ **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**

51. ☐ **OTHER** _____
52. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than
53. _____ years, with an initial interest rate at no more than _____ percent (%) per annum. The mortgage
54. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to
55. use best efforts to secure a commitment for such financing and to execute all documents required to consummate
56. said financing.

57. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies
58. to the first mortgage and any subordinate financing. *(Check one.)*

59. ☐ If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
60. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
61. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here
62. to be ☐ **REFUNDED TO BUYER** ☐ **FORFEITED TO SELLER.**
----------(Check one.)----------

63. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be
64. prohibited. See the following DVA and FHA Escape Clauses.

65. OR

66. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
67. or before _____.

68. For purposes of this Contingency, **"Written Statement"** means a Written Statement prepared by Buyer's mortgage
69. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
70. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
71. appraisal, satisfactory to the lender(s), has been completed or the lender(s) has waived the appraisal and stating
72. conditions required by lender(s) to close the loan.

73. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for
74. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,
75. are deemed accepted by Buyer:
76. (a) work orders agreed to be completed by Seller;
77. (b) any other financing terms agreed to be completed by Seller here; and
78. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

Minnesota Realtors® TRANSACTIONS

80. Property located at 24xx E. Pioneer Rd. Duluth 55804.

81. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for
82. **ANY REASON** relating to financing, including, but not limited to interest rate and discount points, if any, then Seller
83. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
84. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
85. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
86. be **FORFEITED TO SELLER** as liquidated damages. In the alternative, Seller may seek all other remedies
87. allowed by law.

88. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement
89. canceled if the reason this Purchase Agreement does not close was due to:
90. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
91. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
92. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except
93. as specified in the contingency for sale and closing of Buyer's property.

94. If the Written Statement is not provided by the date specified on line 67, Seller may, at Seller's option, declare this
95. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
96. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement
97. canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation
98. and directing all earnest money paid here to be ☐ **RETAINED BY SELLER** ☐ **REFUNDED TO BUYER.**
(Check one.)

99. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
100. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
101. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all
102. earnest money paid here to be ☐ **RETAINED BY SELLER** ☐ **REFUNDED TO BUYER.**
(Check one.)

103. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:
104. *(Check one.)*
105. ☐ **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**
106. ☐ **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

107. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to $ _____ to
108. make repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which
109. the cost of making said repairs shall exceed this amount, Seller shall have the following options:
110. (a) making the necessary repairs; or
111. (b) negotiating the cost of making said repairs with Buyer; or
112. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
113. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all
114. earnest money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs
115. or escrow amounts related thereto above the amount specified on line 107 of this Purchase Agreement.

116. ☐ **SELLER** ☐ **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).
(Check one.)

117. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions
118. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to
119. incur any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in
120. accordance with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written
121. statement by the Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender

122. setting forth the appraised value of the Property as not less than $ _____.
(sale price)

123. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard
124. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
125. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy
126. himself/herself that the price and condition of the Property are acceptable."

127. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and

128. miscellaneous processing fees which cannot be charged to Buyer, not to exceed $ _____.
129. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

Minnesota Realtors® TRANSACTIONS

131. Property located at 24xx E. Pioneer Rd. Duluth 55804.

132. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan
133. amount, not otherwise waived, must be paid at the closing of this transaction as follows:

134. _____ paid by Buyer ☐ **AT CLOSING** ☐ **ADDED TO MORTGAGE AMOUNT**
(Check one.)

135. _____ paid by Seller

136. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**

137. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,
138. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest
139. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase
140. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The
141. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without
142. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

143. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**
144. **annual installments of special assessments certified to yearly taxes.**

145. **OTHER MORTGAGE FINANCING ITEMS:** _____

146. _____

147. ## SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:

148. Seller ☐ **IS** ☒ **IS NOT** contributing to Buyer's costs. If answer is **IS**, Seller agrees to pay at closing, up to: *(Check one.)*
(Check one.)

149. ☐ $ _____

150. ☐ _____ percent (%) of the sale price
151. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,
152. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any
153. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's
154. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained
155. by Seller.

156. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or**
157. **lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**

158. ## SALE OF BUYER'S PROPERTY:

159. *(Check one.)*

160. ☐ 1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*
161. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

162. OR

163. ☐ 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
164. _____, which is scheduled to close on
165. _____ pursuant to a fully executed purchase agreement. If Buyer's
166. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement
167. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said
168. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph
169. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase
170. Agreement, if applicable.

171. OR

172. ☒ 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
173. and closing on any other property.

Minnesota Realtors® TRANSACTIONS

175. Property located at 24xx E. Pioneer Rd. Duluth 55804.

176. ## REAL ESTATE TAXES/SPECIAL ASSESSMENTS:

177. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
178. including all penalties and interest.

179. Buyer shall pay [X] **PRORATED FROM DAY OF CLOSING** [ ] **ALL** [ ] **NONE** [ ] _____ **/12ths OF** real estate
(Check one.)
180. taxes due and payable in the year of closing.

181. Seller shall pay [X] **PRORATED TO DAY OF CLOSING** [ ] **ALL** [ ] **NONE** [ ] _____ **/12ths OF** real estate taxes
(Check one.)
182. due and payable in the year of closing.

183. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which is
184. not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.

185. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**

186. [ ] **BUYER SHALL PAY** [X] **SELLER SHALL PAY** on date of closing any deferred real estate taxes
(Check one.)
187. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

188. [ ] **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** [X] **SELLER SHALL PAY ON**
(Check one.)
189. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and
190. payable in the year or closing.

191. [ ] **BUYER SHALL ASSUME** [X] **SELLER SHALL PAY** on date of closing all other special assessments levied as
(Check one.)
192. of the Date of this Purchase Agreement. Notwithstanding the foregoing, Buyer shall assume any levied assessments
193. that cannot be paid in the year of closing.

194. [ ] **BUYER SHALL ASSUME** [X] **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as
(Check one.)
195. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.
196. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the
197. assessments or less, as required by Buyer's lender.)

198. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
199. which is not otherwise here provided.

200. As of the Date of this Purchase Agreement, Seller represents that Seller [ ] **HAS** [X] **HAS NOT** received a notice
(Check one.)
201. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
202. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before
203. closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and
204. on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
205. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare
206. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
207. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
208. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
209. directing all earnest money paid here to be refunded to Buyer.

210. ## ADDITIONAL PROVISIONS:

211. **PREVIOUSLY EXECUTED PURCHASE AGREEMENT:** This Purchase Agreement [ ] **IS** [X] **IS NOT** subject to
(Check one.)
212. cancellation of a previously executed purchase agreement dated _____.

213. (If answer is **IS,** said cancellation shall be obtained no later than _____.
214. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall
215. immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money
216. paid here to be refunded to Buyer.)

Minnesota Realtors
TRANSACTIONS

218. Property located at 24xx E. Pioneer Rd. Duluth 55804.

219. **SPECIAL CONTINGENCIES:** This Purchase Agreement is subject to the following contingencies, and if the
220. contingencies checked below are not satisfied or waived, in writing, by Buyer by _____,
221. this Purchase Agreement is canceled as of said date. Buyer and Seller shall immediately sign a *Cancellation of*
222. *Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
223. *(Select appropriate options a–k.)*
224. ☐ (a) Buyer obtaining a physical inspection of the Property, satisfactory to Buyer.
225. ☐ (b) Buyer obtaining evidence of utility connections available, and costs for connection to the Property, satisfactory
226. to Buyer.
227. ☐ (c) ☐ **BUYER** ☐ **SELLER** shall provide a certificate of survey of the Property, at ☐ **BUYER** ☐ **SELLER**
---(Check one.)--- ---(Check one.)---
228. expense.
229. ☐ (d) Buyer obtaining approval of city/township of proposed building plans and specifications at
230. ☐ **BUYER** ☐ **SELLER** expense.
---(Check one.)---
231. ☐ (e) Buyer obtaining approval of city/township of proposed subdivision development plans at
232. ☐ **BUYER** ☐ **SELLER** expense.
---(Check one.)---
233. ☐ (f) Buyer obtaining approval of city/township for rezoning or use permits at ☐ **BUYER** ☐ **SELLER** expense.
---(Check one.)---
234. ☐ (g) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, percolation tests which are acceptable to Buyer.
---(Check one.)---
235. ☐ (h) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, soil tests which indicate that the Property may be
---(Check one.)---
236. improved without extraordinary building methods or cost.
237. ☐ (i) Buyer obtaining approval of building plans and/or specifications in accordance with any recorded subdivision
238. covenants and approval of the architectural control committee.
239. ☐ (j) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, copies of all covenants, reservations, and restrictions
---(Check one.)---
240. affecting the Property, satisfactory to Buyer.
241. ☐ (k) Other:
242. _____
243. _____
244. _____
245. Seller's expenses for these contingencies (if any) shall not exceed $ _____.
246. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: *(Check one.)*
247. ☒ **WARRANTY DEED** ☐ **PERSONAL REPRESENTATIVE'S DEED** ☐ **CONTRACT FOR DEED**
248. ☐ **TRUSTEE'S DEED** ☐ **Other:** _____ **Deed** joined in by spouse, if any, conveying
249. marketable title, subject to
250. (a) building and zoning laws, ordinances, state and federal regulations;
251. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
252. (c) reservation of any mineral rights by the State of Minnesota;
253. (d) utility and drainage easements which do not interfere with existing improvements;
254. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): _____
255. _____; and
256. (f) others (must be specified in writing): _____
257. _____

Minnesota Realtors® TRANSACTIONS

259. Property located at 24xx E. Pioneer Rd. Duluth 55804.

260. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*
261. ☒ **IMMEDIATELY AFTER CLOSING**; or
262. ☐ **OTHER:** _____.

263. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
264. by possession date.

265. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity,
266. and natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining
267. gallons of fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

268. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date, Seller shall provide one of
269. the following title evidence options, at Seller's selection, which shall include proper searches covering bankruptcies,
270. state and federal judgments and liens, and levied and pending special assessments to Buyer or Buyer's designated
271. title service provider:

272. (a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write
273. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs
274. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title
275. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if
276. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property,
277. if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
278. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
279. assisting Seller, upon cancellation of this Purchase Agreement.

280. (b) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date
281. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for
282. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract
283. provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of
284. this Purchase Agreement. If Property is Abstract and Seller does not have an abstract of title, Option (a) will
285. automatically apply.

286. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not
287. provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable
288. or, in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30)-day
289. extension, Buyer and Seller may by mutual agreement further extend the closing date. Lacking such extension,
290. either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee
291. representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares
292. this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement*
293. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

294. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
295. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. This
296. provision deals with the necessity of subdividing land to complete the sale of the Property described here in contrast
297. to the subdivision provision of lines 231-232 which deals with the future development plans of Buyer. Seller warrants
298. the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date
299. of closing. Seller warrants that there is a right of access to the Property from a public right-of-way.

300. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor,
301. materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing.

302. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
303. proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
304. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
305. such notices received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g.
306. provisions against conveyance of property to any person of a specified religious faith, creed, national origin, race, or
307. color) are illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants
308. from the title by recording a statutory form in the office of the county recorder of any county where the property is located.

Minnesota Realtors® TRANSACTIONS

Docusign Envelope ID: 42B27C93-B413-458B-A09B-259D2E1BBD45

310. Property located at 24xx E. Pioneer Rd. Duluth 55804.

311. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
312. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
313. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

314. **ACCESS AGREEMENT:** Seller agrees to allow Buyer reasonable access to the Property for performance of any
315. surveys, inspections or tests, or for water, sewer, gas, or electrical service hookup as agreed to here. Buyer shall
316. restore the premises to the same condition it was in prior to the surveys, inspections, or tests and pay for any
317. restoration costs relative thereto.

318. **RISK OF LOSS:** If there is any loss or damage to the Property between the Date of this Purchase Agreement and
319. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall
320. be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement
321. is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels
322. this Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming
323. said cancellation and directing all earnest money paid here to be refunded to Buyer.

324. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

325. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)
326. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as
327. specified) ending at 11:59 P.M. on the last day.

328. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state and federal holidays
329. unless stated elsewhere by the parties in writing.

330. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, or state or federal holidays. For purposes of this
331. Agreement, any reference to "days" means "Calendar Days" unless otherwise required by law.

332. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest
333. money from the Earnest Money Holder's trust account:
334. (a) at or upon the successful closing of the Property;
335. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
336. *Agreement* executed by both Buyer and Seller;
337. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
338. (d) upon receipt of a court order.

339. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
340. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
341. Seller shall affirm the same by a written cancellation agreement.

342. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the
343. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller
344. defaults in any of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment,
345. either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here
346. that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory
347. Cancellation under MN Statute 559.217, Subd. 4.

348. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
349. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
350. performance, such action must be commenced within six (6) months after such right of action arises.

351. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone
352. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are
353. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
354. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

355. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender**
356. **registry and persons registered with the predatory offender registry under MN Statute 243.166 may be**
357. **obtained by contacting the local law enforcement offices in the community where the Property is located**
358. **or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web**
359. **site at https://coms.doc.state.mn.us/publicregistrantsearch.**

Minnesota Realtors
TRANSACTIONS

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

361. Property located at 24xx E. Pioneer Rd. Duluth 55804.

362. **SPECIAL DISCLOSURES:** Seller discloses, to the best of Seller's knowledge, that the Property described in this

363. Purchase Agreement consists of approximately 5 ☒ **ACRES** ☐ **SQUARE FEET** and is currently zoned
(Check one.)

364. Residential.

365. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **IS** ☒ **IS NOT** in a designated flood zone.
(Check one.)

366. Seller discloses, to the best of Seller's knowledge, that the Property ☒ **DOES** ☐ **DOES NOT** currently receive
(Check one.)

367. preferential tax treatment (e.g. Green Acres, Managed Forest Land, Non-Profit Status, Rural Preserve, SFIA, etc.).

368. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **IS** ☒ **IS NOT** enrolled in any federal, state, or
(Check one.)

369. local governmental programs (e.g., conservation programs, CREP, CRP, EQIP, Green Acres, Managed Forest Land,
370. RIM, riparian buffers, Rural Preserve, SFIA, WRP/RIM-WRP, etc.).

371. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
372. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS**
373. **PURCHASE AGREEMENT.**

374. BUYER HAS RECEIVED A: *(Check any that apply.)* ☐ ***DISCLOSURE STATEMENT: VACANT LAND*** OR A
375. ☒ ***DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES*** FORM.

376. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Vacant Land* or *Disclosure Statement:*
377. *Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if any.

378. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**

379. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.

380. **PLEASE NOTE:** Buyer may incur additional charges improving the Property, including, but not limited to, hookup and/
381. or access charges; municipal charges; costs for sewer access, stubbing access, water access, park dedication, road
382. access, curb cuts, utility connection and connecting fees; and tree planting charges.

383. ***(Check appropriate boxes.)***
384. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

385. **CITY SEWER** ☐ **YES** ☒ **NO / CITY WATER** ☐ **YES** ☒ **NO**

386. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

387. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
(Check one.)

388. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*
389. *Statement: Subsurface Sewage Treatment System*.)

390. **PRIVATE WELL**

391. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY.
(Check one.)

392. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well*.)
393. TO THE BEST OF SELLER'S KNOWLEDGE, THE PROPERTY ☐ **IS** ☒ **IS NOT** IN A SPECIAL WELL
(Check one.)

394. CONSTRUCTION AREA.

395. THIS PURCHASE AGREEMENT ☐ **IS** ☒ **IS NOT** SUBJECT TO AN *ADDENDUM TO PURCHASE AGREEMENT:*
(Check one.)

396. *SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.*
397. (If answer is **IS**, see attached *Addendum*.)

398. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
399. **RECEIVED A *DISCLOSURE STATEMENT: WELL* AND/OR A *DISCLOSURE STATEMENT: SUBSURFACE***
400. ***SEWAGE TREATMENT SYSTEM.***

Minnesota Realtors TRANSACTIONS

436. Property located at 24xx E. Pioneer Rd. Duluth 55804.

437. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives
438. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved
439. in the transaction at the time these documents are provided to Buyer and Seller.

440. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
441. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
442. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
443. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

444. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
445. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
446. the closing and delivery of the deed.

447. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
448. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
449. identification numbers or Social Security numbers.

450. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
451. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
452. **compliance, as the respective licensee's representing or assisting either party will be unable to assure either**
453. **party whether the transaction is exempt from FIRPTA withholding requirements.**

454. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement
455. and all addenda must be fully executed by both parties and a copy must be delivered.

456. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
457. this transaction constitute valid, binding signatures.

458. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall
459. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer
460. and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
461. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and
462. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this
463. Purchase Agreement.

464. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
465. for deed.

466. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one
467. (1) of this Purchase Agreement.

468. **OTHER:** _____

469. _____

470. **ADDENDA: The following addenda are attached and made a part of this Purchase Agreement.**
471. **NOTE: Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.**
472. ☐ *Addendum to Purchase Agreement*
473. ☐ *Addendum to Purchase Agreement: Additional Signatures*
474. ☐ *Addendum to Purchase Agreement: Assumption Financing*
475. ☐ *Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability*
476. ☐ *Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community ("CIC")*
477. ☐ *Addendum to Purchase Agreement: Contract for Deed Financing*
478. ☐ *Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards*
479. ☐ *Addendum to Purchase Agreement: Sale of Buyer's Property Contingency*
480. ☐ *Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency*
481. ☐ *Addendum to Purchase Agreement: Seller's Rent Back Agreement*
482. ☐ *Addendum to Purchase Agreement: Short Sale Contingency*
483. ☐ *Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency*
484. ☐ Other: _____

Minnesota Realtors® TRANSACTIONS

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PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

486. Property located at 24xx E. Pioneer Rd. Duluth 55804.

487. I agree to sell the Property for the price and on the terms
488. and conditions set forth above.
489. **I have reviewed all pages of this Purchase**
490. **Agreement.**

491. ☒ **If checked, this Purchase Agreement is subject to**
492. **attached *Addendum to Purchase Agreement: Counteroffer* and the Final Acceptance Date shall**
493. **be noted on the *Addendum*.**
494.

I agree to purchase the Property for the price and on the terms and conditions set forth above.
I have reviewed all pages of this Purchase Agreement.

495. **FIRPTA:** Seller represents and warrants, under penalty
496. of perjury that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a
------(Check one.)------
497. non-resident alien individual, foreign corporation, foreign
498. partnership, foreign trust, or foreign estate for purposes of
499. income taxation. (*See lines 444-457.*)) This representation
500. and warranty shall survive the closing of the transaction
501. and the delivery of the deed.

502.	X Kelly Eder (Seller's Signature)	(Date)	X Signed by: Susan Ranfranz (Buyer's Signature)	4/18/2025 (Date)
503.	X Kelly Eder (Seller's Printed Name)		X Susan Ranfranz (Buyer's Printed Name)	
504.	X John Magas (Seller's Signature)	(Date)	X Signed by: Douglas Manthey (Buyer's Signature)	4/18/2025 (Date)
505.	X John Magas (Seller's Printed Name)		X Douglas Manthey (Buyer's Printed Name)	

506. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
507. is the date on which the fully executed Purchase Agreement is delivered.

508. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
509. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

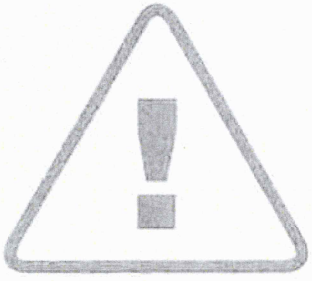
510. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE**
511. ***DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION***
512. ***AGREEMENT*, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE**
513. **AGREEMENT.**

514.	**SELLER(S)** Kelly Eder	**BUYER(S)** Signed by: Douglas Manthey	
515.	**SELLER(S)** John Magas	**BUYER(S)** Signed by: Susan Ranfranz	

Minnesota Realtors TRANSACTIONS

Docusign Envelope ID: 42B27C93-B413-458B-A09B-259D2E1BBD45

WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.
THESE SOPHISTICATED CRIMINALS COULD:

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

Buyers/Tenants and Sellers/Owners are advised to:

(1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
(2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
(3) Never send personal information through unsecured/unencrypted e-mail.

If you suspect wire fraud in your transaction:

(1) Immediately notify your bank, closing agent, and real estate licensee.
(2) File a complaint online at the Internet Crime Complaint Center (IC3) at http://www.ic3.gov.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

Signed by:
Susan Kaufman 4/18/2025
(Signature) (Date)

Signed by:
Douglas Manthey 4/18/2025
(Signature) (Date)

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Minnesota Realtors TRANSACTIONS

Duluth Public Schools Federal Head Start Continuation Grant
Fiscal Year 2026

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

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

Broad Grant Goals remain:

1. **High Quality Inclusion: Navigating Trauma**
    a. Partnership with Early Childhood Special Education

2. **Meeting the Unique Needs of our Community**
    a. Oshki-Inwewin: A loop program that infuses curriculum with Ojibwe language and perspectives at a site where an Ojibwe Immersion School operates.
    b. Nature Based Programming at all sites
    c. Artist in Residence Program for full day classes

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

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

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

_____ Kelly Durick-Eder, School Board Chair
_____ Date
_____ Kristi Meyer-Faldwood, Policy Council Chair
_____ Date

September 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Tiegan Burch	**Duluth Public Schools**	**9/22/2025**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 10/14/2025

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:

Breanna Larson

10/14/2025

218-336-8725
dae@isd709.org
dae.isd709.org
325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

October 16, 2025

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

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Cyenna Quinn	**Duluth Public Schools**	**10/15/2025**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

October 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Ellen A. Carlson	**Duluth Public Schools**	**10/21/2025**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

Duluth Public Schools
Every Student. Every Day.

Shannon Brown <shannon.brown@isd709.org>

Diploma

1 message

Haley Anderson <haley.anderson@isd709.org>
To: Shannon Brown <shannon.brown@isd709.org>

Mon, Oct 27, 2025 at 8:06 AM

Good morning,

We have a student Quenton Nordin ID 84048 graduating this Friday 10/31/25 out of the program, he aged out.

Are we able to get a diploma for him?\

Thank you,

--

Haley Anderson
Senior Office Support Specialist
Senior Class Advisor
Duluth East High School
301 N 40th Ave E
Duluth, MN 55804
haley.anderson@isd709.org
218.336.8845 ext. 2029

"Unless someone like you cares a whole awful lot, nothing is going to get better. It's not." - Dr. Seuss, The Lorax

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November 4, 2025

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

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Myles E Lytle	**Duluth Public Schools**	**11/4/2025**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

November 6, 2025

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

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Alyvia Baker	**Duluth Public Schools**	**11/5/2025**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

November 6, 2025

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

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Gabriel Norstrom	**Duluth Public Schools**	**11/6/2025**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

ARROWHEAD ACADEMY

4849 Ivanhoe Street
Phone: (218) 336-8955 ~ Fax: (218) 336-8959

November 6th, 2025

John Magas
Ind. School District 709
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

Dear Mr. Magas,

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

Name of Graduate	School	Graduation Date
Rolland D. Moose	Arrowhead Academy	November 21st, 2025

Thank you

Jacob Hintsala
Principal

DISTRICT 709
FIELD TRIP REQUESTS

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

DIRECTIONS: All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: ☒ Recommended ☐ Not Recommended — Name: [signature] Date: 11-14-25

Assistant Superintendent: ☒ Recommended ☐ Not Recommended — Name: [signature] Date: 11/14/25

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

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

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

1. Organization/Grade/Course Planning Trip: Duluth Nordic Ski Club
2. Contact Person (Responsible for Checklist Completion): Bonnie Fuller-Kask
3. Field Trip Date(s): Nov. 21 - Nov 29, 2025 Destination: West Yellowstone, MT
4. Field Trip Overview (Include events, establishments and locations): Nordic Ski Training Trip to West Yellowstone, MT
5. Field Trip Departure from School (Date and Time): Fri. Nov 21, 2025 5pm
   Field Trip Return to School (Date and Time): Sat. Nov. 29, 2025 Noon
6. Objectives of Field Trip: Nordic Ski Training
7. Relationship to Curriculum or Student Learning: Ski Training + Team Building
8. Planned Follow-up Field Trip Activities: None
9. Field Trip Budget Request

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

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

There is no district #709 money involved in this trip. Every skier pays for their own trip.
The only association this trip has with District #709 is that I coach the East Nordic Ski Team.
Bonnie Fuller-Kask

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

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

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

TIME	LOCATION
_____	_____
_____	_____
_____	_____
_____	_____

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

Signature of Contact Person: _____

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

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

Signature of Contact Person: Bonnie Fuller-Kasb

DISTRICT 709
FIELD TRIP REQUESTS

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

DIRECTIONS: All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: ☒ Recommended ☐ Not Recommended — Name: [signature] Date: 10-29-25

Assistant Superintendent: ☒ Recommended ☐ Not Recommended — Name: [signature] Date: 11/14/25

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

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

Kalina Pavlisich
5th Grade Teacher
Lakewood Elementary
11/5/25

To:
John Magas, Superintendent
Anthony Bonds, Assistant Superintendent
Members of the Duluth Public Schools ISD 709 School Board

Subject: Request for Approval – 5th Grade Overnight Field Trip to Wolf Ridge

Dear Superintendent Magas, Assistant Superintendent Bonds, and Members of the School Board,

I am writing to request approval for the 5th grade class at Lakewood Elementary to attend a multi-day overnight field trip to Wolf Ridge Environmental Learning Center in Finland, MN. This trip would take place from February 25th through February 27th, 2026, and would provide students with an invaluable opportunity for hands-on, experiential learning in an outdoor setting.

The program at Wolf Ridge is designed to complement our science and environmental education curriculum by engaging students in activities that foster curiosity, teamwork, and respect for the natural world. Students will participate in guided hikes, ecological investigations, and team-building exercises that promote both academic learning and social-emotional growth.

This trip has long been a memorable and impactful experience for our students, helping them connect classroom lessons to real-world applications while building confidence and collaboration skills. We believe this opportunity aligns strongly with our district's goals of promoting experiential, lifelong learning and student engagement.

I have reviewed the program's safety procedures and transportation requirements, and I am prepared to work closely with administration to ensure all district guidelines are followed.

Thank you for considering this request. I am happy to provide additional details or documentation as needed.

Sincerely,

Kalina Pavlisich
5th Grade Teacher, Lakewood Elementary
kalina.pavlisich@isd709.org phone extension: 2230

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

1. Organization/Grade/Course Planning Trip: Lakewood 5th Grade
2. Contact Person (Responsible for Checklist Completion): Kalina Pavlisich
3. Field Trip Date(s): 2/25/26 → 2/27/26 Destination: Wolf Ridge ELC
4. Field Trip Overview (Include events, establishments and locations): See mock detail schedule attached
5. Field Trip Departure from School (Date and Time): Wed. Feb 25 2026 10am
   Field Trip Return to School (Date and Time): Fri. Feb 27 2026 2pm
6. Objectives of Field Trip: Cooperative Learning, Environmental + Outdoor Education + awareness
7. Relationship to Curriculum or Student Learning: Science standards including human impacts on earth systems, ecology, + native heritage perspective,
8. Planned Follow-up Field Trip Activities: Wild MN Project Cusing field guides), Impact letter/essay, and acrostic poem
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees — $190 x 55 = included ↑	$1,0450
Total Meals	$ n/a
Total Lodging	$ n/a
Total Transportation ☒ School District Vehicle(s) ☐ Commercial Transportation Carrier ~ Name: _____ ☐ Private Vehicle (requires certificate of insurance) ~ Name: _____	$ 1,000
Total Additional Stipends:	$ 0
Other:	$ 0
Total	$11,450

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

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

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

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

TIME	LOCATION

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

Signature of Contact Person: Kalei Parkin

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

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

Signature of Contact Person: Kalei Parkin

WOLF RIDGE℠
ENVIRONMENTAL LEARNING CENTER

Dear 5th Grade Families,

We are excited to announce that the 5th grade class will have the opportunity to go to Wolf Ridge Environmental Learning Center this school year.

Included in this letter, to be RETURNED by December 10th (Detach & return, keep info.)

- ☐ Wolf Ridge Student/Guardian Agreement
- ☐ Permission Form (with full payment complete at this time)

Wolf Ridge website https://wolf-ridge.org/

This trip is an amazing opportunity for our students to learn new skills, practice science inquiry, work as a community, have experiences outdoors, and have fun with their peers. Wolf Ridge is often a trip children remember their whole lives!

Important Points -

- **When**: Wednesday - Friday **February 25th - 27th, 2026**
- **Where**: Near Finland, MN (about 70 miles northeast of Duluth)
- **What**: A three day, two night learning experience focused on outdoor education, science, inquiry, and team building.
- **Cost**: ~~**$225.00**~~ ⇨ _____ **(fundraiser dependent) per student to be paid by families via cash, check, or fundraised monies.**
  We have never had a student not attend this trip due to finances, we are happy to work out a plan with families, please reach out to us! :)
- **Fundraising**: We are doing 2 fundraisers this year: Kwik Trip Car Wash cards ran until October 13th and was an effort to lower the price for ALL. The 2nd fundraiser will be Wolf Ridge Calendar Sales. This opportunity is on an individual basis, meaning if you choose to fundraise, the money goes directly to your student.
- **Chaperones**: Please contact us with interest (We can chat at conferences). There will be a background check and most likely a reduced cost for those volunteering to attend. Responsibilities include participation in physically strenuous activities, and staying in dorms with students overnight.
- **Due Dates**: We are asking families to be **paid in full by December 10th, 2025.**
  We will communicate how much your student owes based on any previous deposits of money or fundraised amounts. Money can be paid at any time, checks can be made out to Laura MacArthur PTO.
- A parent/guardian/chaperone **information meeting will be held Wed. December 10th** in Ms. Pav's room (118) at 3:30pm

FAQ

What will my student need to bring?

Please see the packing list!

Practical clothing for being outside in full winter (jacket, snowpants, snowboots, mittens, good socks, etc.), toiletries, and bedding (sleeping bag/blankets & pillow), a water bottle, and any medications/medicine that your child uses or may need.

Also students should bring a book to read during quiet time before bed. A journal will be provided!

What if my child is not able to go to Wolf Ridge?

Students who are not able to attend the Wolf Ridge trip will come to school as normal and have regular work to complete as well as helping opportunities in other areas of the building.

Can my student bring a cellphone?

Wolf Ridge does not allow TECHNOLOGY such as ipods/mp3 players, ipads/notebooks, Kindles, and cell phones, etc. as they tend to be distracting/problematic and take away from the outdoor experience. Adults/chaperones may have their phones for taking pictures, but otherwise expect to have them on silent and fully participate with students on this field trip.

Can my child bring food with them?

No need! Meals and snacks will be provided. They are well fed (all 3 meals), snacks are provided twice per day. Extra food in dorm rooms can create more of a mess and attracts mice as doors are often open with people going in and out. **Please do not allow your child to bring any candy, snack, or any food with them. Food is not allowed in the dorms.**

How does the overnight experience of the trip work?

There will be dorm rooms for students and adults with 6-8 people per room (4 bunk beds). Boys and girls will have separate assigned rooms with an adult in each room as well (as long as we have enough chaperones). There are sinks and a private bathroom/shower in each room with cubie areas for things. Quiet hours are 9:30pm to 6:30 am.

Wolf Ridge - Student & Guardian Agreement

****Please read through together & return signed to school before winter break -*

We all agree to the following….

Students	Guardians (Families)	Teachers
• I will act with Paw Power in school and in the community • I will have fewer than 3 major Referrals 2nd semester • I will attend school to be prepared for the trip (80% during December on, excluding excused absences) • I will represent my school with pride & outstanding behavior at Wolf Ridge	• We will be reachable and responsive before and during the trip • We will make sure that forms are completed and turned on time • We will help our student fundraise/pay for this experience • *If required: I will attend Wolf Ridge with my student to support positive participation.*	• Plan, supervise, and organize a successful experience. • Communicate important field trip information to families at conferences, in newsletters, and electronically • Notify families of behavior incidents that may affect trip participation. • Prepare students for the trip by pre teaching.

Behavior Expectation at School - This overnight field trip opportunity is a privilege, not a right, even if you have paid. In order for everyone to be safe and participate fully in this experience, students must demonstrate that they can show Paw Power at school. We hold students to the following standards for behavior during second semester:

Invited to Attend Wolf Ridge Independently	Invited to Attend Wolf Ridge ONLY WITH a Parent or Guardian Chaperone
• Fewer than 3 Major Office Discipline Referrals duringNov. to trip date. • No In School or Out of School Suspension during this same time period.	• 3 or more Office Discipline Referrals during November to trip date. • Any In or Out of School Suspension during this same time period.

- Teachers or Administrators will contact parents whenever a discipline event occurs in school that will affect Wolf Ridge.
- Notice will be given if your child will require a personal chaperone.

Wolf Ridge Student/Guardian Agreement Signature Sheet

RETURN BY DECEMBER 10TH, 2025

By signing below, I understand the following and am willing to comply with the set expectations:

- I have reviewed the Wolf Ridge Student and Guardian Agreement regarding everyone's expectations. I understand that this is a requirement for students.
- I understand that if it is required, students may be asked to leave Wolf Ridge due to not complying with the behavior expectations. If my child is required to come home, **I will drive to Wolf Ridge to pick him/her up.** If I cannot drive there, I know that I will be charged approx $0.75/per mile to offset staff costs of driving him/her home and will pay this cost within 5 school days of the incident.

_____ _____

Student Name (Printed) Student Signature

_____ _____

Guardian Signature Date

Interested in Chaperoning? Please take a moment to read and consider the following. Return bottom portion if still interested. We couldn't do this without you, thank you!

Dorm Responsibilities

-Help ensure students in your group stay on schedule, and arrive at meals and classes on time. Keep track of students in your dorm - no student is allowed to go anywhere without an adult.
-Set alarms for wake up time in the morning to give students time to dress and go to breakfast (all students are required to be at all three meals).
-Help ensure that students are filling out their journals after classes/ evening time before lights out.
-Maintain organization and cleanliness in the rooms. All shoes/boots are left OUTSIDE of rooms. Help check before we leave that everything is out of the room, lights turned off, ect.
-Set up schedules and times in your rooms for when students want to shower (night or morning). You will have your own bathroom/shower in each dorm room.
-Have a settling down period of time during the evening at about 9:00pm. Please enforce quiet setting down time, and require lights out by around 9:30pm. We will have a journal with prompts prepared.
-Help ease students who may be nervous about sleeping in a new place. Teachers will be there as well, so feel free to come to us if needed.

Anytime Responsibilities

-Remind and uphold Paw Power (Safe, Kind, Respectful, Responsible) behavior expectations with your group, and be consistent. Communicate behavior concerns with teachers as needed.
-Report comments, questions, and concerns to teachers as needed.
- Rotate sitting with students at mealtimes, there should always be an adult at each student table.
-Teachers will administer medications to students that may need it. Please don't administer any sort of medication without teacher permission unless it is to your own child. You may have to carry inhalers or other medicine for students in your group, which we will get to you if needed.
-Feel free to have a small backpack to carry around for your convenience. Students will not carry a backpack with them.

Chaperones - If you are interested in being a chaperone for this trip please indicate below and we will contact you with additional information. Chaperones must be over 18 years of age and a guardian of one of the students in attendance for the trip.
*Chaperones will need to have a background check completed (no charge).

❑ I would like to be considered for chaperoning the Wolf Ridge trip.

Name (print)_____ Student _____

Email_____ Phone_____

Example- Wolf Ridge Detail Schedule

Time	Learning Group A	Learning Group B	Learning Group C
Wednesday April 24th			
7:45 - 8	Arrive at LM, gather in Large Muscle Room. (near front entrance) Students should get breakfast & eat in cafeteria. Label student luggage. All student (labeled!) meds to Pav/Metzer.		
8:30	Begin loading the bus, everyone should have a bathroom break before we head out. Load bags onto the trailer. BATHROOM BREAK!		
9	Depart Laura MacArthur - Chaperones can drive themselves & child separately, just let us know!		
10:45	Arrive at WR, give room assignments and get unpacked.		
11 - 11:30	Meet with WR staff for welcome. *If there is extra time here we plan to take a quick nature walk or continue getting unpacked. Meet in main lobby by 12:15*		
12:20	**Lunch** - Fireplace Dining Hall		
1:30 - 4:30	**Ojibwe Heritage ED5**	**Birds ED7**	**Small Mammals SC4**
5:20	**Dinner** - Fireplace Dining Hall		
6:30 - 9:00	**Skyview Ropes Course Weesner Cms 6:30 - 9**	**Ridgetop Ropes Course MAC Entry 6:30 - 9**	**Indoor Rock Climbing ED2 6:30 - 9**
9:00 - 9:30	Get ready for bed - quiet journal/reading time in dorm room		
9:30	Bedtime- Lights Out!		
Thursday April 25th			
7:00	Wake Up / Getting Ready		
7:35	**Breakfast** - Fireplace Dining Hall		
8:30 - 11:30	**Rock Climbing ED2**	**Rock Climbing SC6**	**Birds ED7**
12:20	**Lunch** - Fireplace Dining Hall		
1:30 - 4:30	**Small Mammals SC4**	**Ojibwe Heritage ED5**	**Ridgetop Ropes Course Weesner Cms**
5:20	**Dinner** - Fireplace Dining Hall		
6:30 - 9:15	**Evening Naturalist Program SC1 6:30 - 7:15 Campfire 7:30 - 8:30**		
8:30 - 9:15	Get ready for bed - quiet journal/reading time in dorm rooms. *Start consolidating things into bags.*		
9:15	Bedtime, Lights Out **Need to be packed up and out of rooms *before* our last class tomorrow (Friday) morning!**		

STUDENT NAME:

Medication Name		What is this med for?	
How many doses are you sending?		What is the dose size?	
When should the child take this?			
Side Effects?			

For Staff Use ONLY (Please record your initials)

Wed Noon	Wed Evening	Thur Morning	Thur Noon	Thur Evening	Fri Morning

STUDENT NAME:

Medication Name		What is this med for?	
How many doses are you sending?		What is the dose size?	
When should the child take this?			
Side Effects?			

For Staff Use ONLY (Please record your initials)

Wed Noon	Wed Evening	Thur Morning	Thur Noon	Thur Evening	Fri Morning

DISTRICT 709
FIELD TRIP REQUESTS

NYC Tour 2026

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

DIRECTIONS: All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: ☒ Recommended ☐ Not Recommended — Name: KS Date: 10-27-25

Assistant Superintendent: ☑ Recommended ☐ Not Recommended — Name: Anthony Bart Date: 10/28/25

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

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

FIELD TRIP REQUEST FORM - NYC Tour 2026

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

1. Organization/Grade/Course Planning Trip: Duluth East A'Cappella Choir
2. Contact Person (Responsible for Checklist Completion): Paul Christenson
3. Field Trip Date(s): 3/13/26 - 3/17/26 Destination: New York City
4. Field Trip Overview (Include events, establishments and locations): A'Cappella Choir has been invited to perform at the Lincoln Center for the Octavo Series.
5. Field Trip Departure from School (Date and Time): 3/13/26 @ 5am
   Field Trip Return to School (Date and Time): 3/17/26 @ 5:30pm
6. Objectives of Field Trip: Perform advanced choral music, perform w/ a variety of cultures, learn about music globally.
7. Relationship to Curriculum or Student Learning: Performance & Preparation Standards, rehearsing in a large ensemble.
8. Planned Follow-up Field Trip Activities: Reflection (written); Homecoming Concert & performance.
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	$ 800
Total Meals	$ 500
Total Lodging	$ 600
Total Transportation ☐ School District Vehicle(s) ☐ Commercial Transportation Carrier ~ Name: _____ ☐ Private Vehicle (requires certificate of insurance) ~ Name: _____	$
Total Additional Stipends:	$
Other: (events)	$ 600
Total	$2,500 per

Revenues		
District Budget	Code:	$
Booster Group		$
Donations		$
Student Fees		$ 2500
Total Additional Stipends:		$
Total		$ 2500

(Multiple fundraisers as well — all district-approved.)

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

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips - NYC Tour 2026

DIRECTIONS: Please complete checklist. No attachments are necessary.

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

TIME	LOCATION

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

Signature of Contact Person: _____

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

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

Signature of Contact Person: _____

JAYBEE TRAVEL

(218) 409-6188 • jaybeetravelmn@gmail.com

Group, Cruise,
and Student Tour Specialist

DULUTH EAST CHOIR
NEW YORK CITY, NY

FRIDAY MARCH 13, 2026

05:00AM	Motorcoach Arrives at Duluth East to load luggage
05:30AM	Depart Duluth East High School for MSP Airport Terminal One
08:30AM	Arrive in MSP Airport Terminal One
10:35AM	Depart MSP on Delta Air Lines #2764 for New York (LGA)
02:24PM	Arrive at NYC LaGuardia airport and meet motorcoach for transfer to hotel for check-in
04:00PM	Hotel Check-In at New York City Hotel **RIU Plaza New York Times Square** 305 W 46th Street, NY 10036
05:00PM	**Included group dinner** in Times Square
07:30PM	End your first full day with stunning views of New York at night with admission to **Top of the Rock Observation Deck.** *70 floors above Rockefeller Center, offering magnificent views of all of New York City and spectacular view of the Empire State Building (available to book in December)*

SATURDAY MARCH 14, 2026

07:30AM	Included Breakfast at your hotel
09:00AM	Meet your local guide for a lower **Manhattan Tour!** This includes Wall Street, the Bull, a drive through **Little Italy** and **China Town**, plus a tour of the 9-11 site and memorial.
12:00PM	Next, you will make your way to the **National 9/11 Museum**.
04:00PM	Included Group Dinner tonight
05:45PM	Arrive at Westin Times Square for first rehearsal
06:00PM	Wrap up the day with your first **Octavo Series Rehearsal** **Westin Times Square** – Timothy Peter, Guest Conductor 270 W. 43rd Street (43rd & 8th Ave)
09:00PM	Rehearsal concludes – return to hotel

SUNDAY MARCH 15, 2026

07:00AM	Included Breakfast at Hotel
08:30AM	Travel to Westin Times Square for second rehearsal
09:00AM	**Second Day of Rehearsal Begins** – Timothy Peter, Guest Conductor
01:00PM	Rehearsal Concludes
01:30PM	In a private rehearsal room in Times Square, **Meet an Artist from a show**. *She/he will describe their life on Broadway, what their challenges and successes are and maybe even sing a number or two!*

03:00PM	Attend a matinee **Broadway show** – selection TBD
06:00PM	Enjoy an **included group dinner**
07:30PM	Free time to explore Times Square!

MONDAY MARCH 16, 2026

08:00AM	Included Breakfast at hotel
10:00AM	Get those singing voices ready during a final **rehearsal for the Octavo Series**
12:30PM	Lunch on own – Grand Central Station
01:30PM	After, enjoy one of New York's most popular tours – the **Radio City Music Hall backstage tour!** *Touring through this massive theater and backstage shed a new light on just how intricate stage production is. And you'll meet a Rockette!*
3PM-7PM	Scheduled final sound checks at Alice Tully Hall, Lincoln Center – time TBA *(we will know 60 days prior to departure)*
TBD	*Depending on rehearsal time, we will include a visit & free Time at Central Park here…*
08:00PM	It's time to shine**! Take the stage for your concert performance at Alice Tully Hall in the Lincoln Center**
11:00PM	Post-Concert Reception – details and location TBA

TUESDAY MARCH 17, 2026

06:00AM	Included Breakfast at Hotel
07:30AM	Pack & load bus
08:00AM	Depart hotel for NYC La Guardia Airport
11:10AM	Depart NYC La Guardia Airport for Minneapolis St. Paul on Delta Air Lines #2409
01:26PM	Arrive at Minneapolis St. Paul Airport Terminal One
02:30PM	Motorcoach Transfer to Duluth East High School
05:30PM	Arrive at Duluth East High School

DISTRICT 709
FIELD TRIP REQUESTS

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DIRECTIONS: All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: ☒ Recommended ☐ Not Recommended — Name: [signature] Date: 11-12-25

Assistant Superintendent: ☒ Recommended ☐ Not Recommended — Name: [signature] Date: 11/14/25

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

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

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

1. Organization/Grade/Course Planning Trip: DEHS Chamber Orch. Sterling Strings
2. Contact Person (Responsible for Checklist Completion): Byron Klimek
3. Field Trip Date(s): March 13-16'26 Destination: Chicago, IL
4. Field Trip Overview (Include events, establishments and locations): Chicago Symphony, Community performances, Field museum, etc.
5. Field Trip Departure from School (Date and Time): 9 AM March 13
   Field Trip Return to School (Date and Time): 4:30 pm March 16
6. Objectives of Field Trip: To perform for broader communities and bond as an ensemble.
7. Relationship to Curriculum or Student Learning: They will experience the height of orchestral playing @ Chicago Symphony.
8. Planned Follow-up Field Trip Activities: Perform locally @ DSSO + Solo + ensemble
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	$ [illegible]
Total Meals	$
Total Lodging	$
Total Transportation ☐ School District Vehicle(s) ☐ Commercial Transportation Carrier ~ Name: _____ ☐ Private Vehicle (requires certificate of insurance) ~ Name: _____	$
Total Additional Stipends:	$
Other:	$
Total	$ 14,690.00

Revenues		
District Budget	Code:	$
Booster Group		$
Donations		$ 300
Student Fees		$ 850.00
Total Additional Stipends:		$
Total		$ [illegible] 14,750.00

Jaybee Travel does not provide cost breakdown, we are using their quotes.

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

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

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

TIME	LOCATION
	Attached

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

Signature of Contact Person: Byron Bl

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

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

Signature of Contact Person: Byron Bl

JAYBEE TRAVEL

(218) 409-6188 • jaybeetravelmn@gmail.com

Group, Cruise,
and Student Tour Specialist

Duluth East High School - Sterling Strings
Tour to Chicago
March 13-16, 2026

DAY ONE: Friday, March 13

09:00AM	Load the bus at Duluth East High School
12:00PM	Stop in Eau Claire for Lunch on Own at Oakwood Mall
01:00PM	Depart for Chicago
06:00PM	Arrive in at Hotel, Check-In **Chicago Marriott Naperville** 1801 North Naper Boulevard, Naperville, IL (630) 505-4900
07:00PM	Pizza Party, Swim, and Relax

DAY TWO: Saturday, March 14

07:00AM	Included Breakfast at Hotel Restaurant
09:15AM	Load bus and travel to **Garfield Park Conservatory**
10:00AM	Visit to the **Garfield Park Conservatory**
12:00PM	Load Bus and travel to Navy Pier
12:30PM	Walk around **Navy Pier for lunch on your own**
02:00PM	Admission to **Field Museum of Chicago** *Bus drop - 1400 S. Lake Shore Drive, Chicago, IL 60605*
04:30PM	Travel to Group Dinner
05:00PM	Included Group Dinner at **Ed Debevic's**
06:00PM	Load Bus and Travel to Chicago Symphony Orchestra *220 South Michigan Avenue, Chicago, IL 60604*
06:15PM	FREE Preconcert Lecture! *Presented 75 minutes prior to the concert by a musicologist - a terrific way* *to enhance the concert experience and to ask questions.*
07:30PM	**Performance at the Chicago Symphony of Jakub Hrůša & Leif Ove Andsnes**
09:30PM	Concert Ends, Return to Hotel

DAY THREE: Sunday, March 15

7:00AM	Included Breakfast at Hotel Restaurant
TBA	Load bus
TBA	Drive to Chicago Temple
TBA	Warm up and rehearse
TBA	Play at 11 am service
TBA	Lunch at Chicago Temple
TBA	Concert at Chicago Temple
TBA	Drive to Water Tower Place
TBA	Shopping at Water Tower Place
TBA	Dinner – TBA location
6:00PM	Drive to Hotel
7:45PM	Relax and Swim at Hotel

DAY FOUR: Monday, March 16

07:00AM	Included Breakfast at Hotel Restaurant
08:00AM	Hotel Check Out and Load bus
12:00PM	Arrive Tomah, WI for lunch on own
01:00PM	Depart Tomah
04:30PM	Arrive in Duluth

*Adopted:*_____ *MSBA/MASA Model Policy 905*
Orig. 1996
*Revised:*_____ *Rev. 2015*

905 ADVERTISING

[NOTE: School districts should carefully consider whether they wish to allow advertising in school district facilities or publications. Once advertisements are accepted, First Amendment rights may limit the school district's ability to reject specific advertisements or to regulate the content of advertisements.]

I. PURPOSE

The purpose of this policy is to provide guidelines for the advertising or promoting of products or services to students and parents in the schools.

II. GENERAL STATEMENT OF POLICY

The school district's policy is that the name, facilities, staff, students, or any part of the school district shall not be used for advertising or promoting the interests of a commercial or nonprofit agency or organization except as set forth below.

III. ADVERTISING GUIDELINES

A. School publications, including publications such as programs and calendars, may accept and publish paid advertising provided they receive advance approval from the appropriate administrator. In no instance shall publications accept advertising or advertising images for alcohol, tobacco, drugs, drug paraphernalia, weapons, or obscene, pornographic, or illegal materials. Advertisements may be rejected by the school district if determined to be inconsistent with the educational objectives of the school district or inappropriate for inclusion in the publication. For example, advertisements may be rejected if determined to be false, misleading, or deceptive, or if they relate to an illegal activity or antisocial behavior. The faculty advisor is responsible for screening all such advertising for appropriateness, including compliance with the school district policy prohibiting sexual, racial, and religious harassment.

B. The school board may approve advertising in school district facilities or on school district property. Any approval will state precisely where such advertising may be placed. The restrictions listed in Section A. above will apply. Advertising will not be allowed outside the specific area approved by the school board. Specific advertising must be approved by the superintendent or designee. In no instance will an advertising device be erected or maintained within 100 feet of a school that is visible to and primarily intended to advertise and inform or to attract or which does attract the attention of operators and occupants of motor vehicles.

C. Donations which include or carry advertisements must be approved by the school board.

D. The school district or a school may acknowledge a donation it has received from an organization by displaying a "donated by," "sponsored in part by," or a similar by-line with the organization's name and/or symbol on the item. Examples include activity programs or yearbooks.

E. Nonprofit entities and organizations may be allowed to use the school district name, students, or facilities for purposes of advertising or promotion if the purpose is determined to be educationally related and prior approval is obtained from the school board. Advertising will be limited to the specific event or purpose approved by the school board.

F. Contracts for computers or related equipment or services that require advertising to be disseminated to students will not be entered into or permitted unless done pursuant to and in accordance with state law.

G. The inclusion of advertisements in school district publications, in school district facilities, or on school district property does not constitute approval and/or endorsement of any product, service, organization, or activity. Approved advertisements will not imply or declare such approval or endorsement.

IV. ACCOUNTING

Advertising revenues must be accounted for and reported in compliance with UFARS. A periodic report shall be made to the school board by the superintendent regarding the scope and amount of such revenues.

Legal References: Minn. Stat. § 123B.93 (Advertising on School Buses)
Minn. Stat. § 125B.022 (Contracts for Computers or Related Equipment or Service)
Minn. Stat. § 173.08 (Excluded Road Advertising Devices)

Cross References: MSBA/MASA Model Policy 421 (Gifts to Employees and School Board Members)
MSBA/MASA Model Policy 702 (Accounting)
Policy 810 (Naming Rights & Naming School Facilities)

1025 ADVERTISING

Generally, the School District facilities, staff, and children shall not promote the interest of any commercial, political, or other non-school agency, individual, or organization, except that:

This does not include a company logo, trademark, or powered by statement designed into software used by the District.

The schools may cooperate in furthering the work of any non-profit community-wide social service agency.

Films or other educational materials bearing credits or advertising by commercial firms may be used if they can be justified on the basis of their educational value.

The Superintendent may, at his/her discretion, announce or authorize to be announced any community activity or event of educational merit.

The Superintendent may approve advertising at athletic facilities. Products and advertising services should be consistent with the best physical, mental, and moral welfare of the children.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995
07-17-2001
01-15-2002 ISD 709

1030 ADVERTISING IN STUDENT PUBLICATIONS

Advertising in school publications shall be accepted only from those enterprises whose products or services are consistent with the best physical, mental, and moral welfare of children.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

304 SUPERINTENDENT CONTRACT, DUTIES, AND EVALUATION

I. PURPOSE

The purpose of this policy is to provide for the use of an employment contract with the superintendent, a position description, and the use of an approved instrument to evaluate performance.

II. GENERAL STATEMENT OF POLICY

A. The superintendent's contract shall be used to formalize the employment relationship and to specifically identify and clarify all conditions of employment with the superintendent.

B. The specific duties for which the superintendent is accountable shall be set forth in a position description for the superintendent and shall be measured by a performance appraisal instrument approved by the school board in consultation with the superintendent. The school board shall use this instrument to periodically evaluate the performance of the superintendent.

C. The school board may use the model contract approved by the boards of the Minnesota School Boards Association and the Minnesota Association of School Administrators as a model instrument.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: None

First Reading: 10.21.2025
Second Reading: 11.13.2025
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 304*
Orig. 1995
*Revised:*_____ *Rev. 2022*

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Cross References: None

306 ADMINISTRATOR CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to establish the requirements of the school board that school administrators adhere to the standards of ethics and professional conduct in this policy and Minnesota law.

II. GENERAL STATEMENT OF POLICY

A. An educational administrator's professional behavior must conform to an ethical code. The code must be idealistic and at the same time practical, so that it can apply reasonably to all educational administrators. The administrator acknowledges that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, the administrator assumes responsibility for providing professional leadership in the school and community. This responsibility requires the administrator to maintain standards of exemplary professional conduct. It must be recognized that the administrator's actions will be viewed and appraised by the community, professional associates, and students. To these ends, the administrator must subscribe to the following standards.

B. The Educational Administrator:

1. Makes the well-being of students the fundamental value of all decision-making and actions.

2. Fulfills professional responsibilities with honesty and integrity.

3. Supports the principle of due process and protects the civil and human rights of all individuals.

4. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.

5. Implements the school board's policies.

6. Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals.

7. Avoids using positions for personal gain through political, social, religious, economic, or other influence.

8. Accepts academic degrees or professional certification only from duly accredited institutions.

9. Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.

10. Honors all contracts until fulfillment, release, or dissolution is mutually agreed upon by all parties to the contract.

11. Adheres to the Code of Ethics for School Administrators in Minnesota Rule.

Legal References: Minn. Stat. § 122A.14, Subd. 4 (Duties of Board of School Administrators)

Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)

Cross References: None

First Reading: 10.21.2025
Second Reading: 11.13.2025
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 306*
Orig. 1995
*Revised:*_____ *Rev. 2002*

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Legal References: Minn. Stat. § 122A.14, Subd. 4 (Duties of Board of School Administrators)
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)

Cross References: None

516 STUDENT MEDICATION AND TELEHEALTH

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DRUG AND MEDICATION REQUIREMENTS

A. Administration of Drugs and Medicine

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

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

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

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

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

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

3. Exclusions

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

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

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

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

d. used off the school grounds;

e. used in connection with athletics or extracurricular activities;

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

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

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

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

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

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

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

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

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

   a. the pupil may possess the epinephrine or

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

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

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

B. Prescription Medication

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

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

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

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

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

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

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

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

C. Nonprescription Medication

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

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

D. Possession and Use of Epinephrine Delivery Systems

1. Definitions

a. "Administer" means the direct application of an epinephrine delivery system to the body of an individual.

b. "Epinephrine delivery system" means a medication product approved by the United States Food and Drug Administration that automatically delivers a single, premeasured dose of epinephrine to prevent or treat a life-threatening allergic reaction.

c. "School" means a public school under Minnesota Statutes, section 120A.22, subdivision 4, or a nonpublic school, excluding a home school, under section 120A.22, subdivision 4, that is subject to the federal Americans with Disabilities Act.

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

a. possess epinephrine delivery systems; or

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

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

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

Districts and schools may obtain and possess epinephrine delivery systems to be maintained and administered by school personnel, including a licensed nurse, to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine delivery system. The administration of an epinephrine delivery system in accordance with Minnesota Statutes, section 121A.2207 is not the practice of medicine.

Registered nurses may administer epinephrine delivery systems in a school setting according to a condition-specific protocol as authorized under Minnesota Statutes, section 148.235, subdivision 8. Notwithstanding any limitation in Minnesota Statutes, sections 148.171 to 148.285, licensed practical nurses may administer epinephrine

delivery systems in a school setting according to a condition-specific protocol that does not reference a specific patient and that specifies the circumstances under which the epinephrine delivery system is to be administered, when caring for a patient whose condition falls within the protocol.

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

The Commissioner of the Minnesota Department of Health must provide a district or school with a standing order for distribution of epinephrine delivery systems under Minnesota Statutes, sections 148.235, subdivision 8 and 151.37, subdivision 2.

E. Sunscreen

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

F. Procedure regarding unclaimed drugs or medications

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

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

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

IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

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

health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.

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

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

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

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

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

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

516 STUDENT MEDICATION AND TELEHEALTH

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DRUG AND MEDICATION REQUIREMENTS

A. Administration of Drugs and Medicine

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

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

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

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

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

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

3. Exclusions

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

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

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

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

d. used off the school grounds;

e. used in connection with athletics or extracurricular activities;

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

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

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

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

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

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

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

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

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

a. the pupil may possess the epinephrine or

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

[NOTE: The 2025 Minnesota legislature replaced "auto-injectors" with "delivery systems" in Minnesota Statutes, sections 121A.22, 121A.2205, and 121A.2207.]

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

k. Emergency health procedures, including emergency administration of

drugs and medicine are not subject to this policy.

B. Prescription Medication

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

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

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

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

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

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

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

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

C. Nonprescription Medication

A secondary student may possess and use nonprescription pain relief in a manner

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

D. Possession and Use of Epinephrine Delivery Systems ~~Auto-Injectors~~

1. Definitions

a. "Administer" means the direct application of an epinephrine delivery system to the body of an individual.

b. "Epinephrine delivery system" means a medication product approved by the United States Food and Drug Administration that automatically delivers a single, premeasured dose of epinephrine to prevent or treat a life-threatening allergic reaction.

c. "School" means a public school under Minnesota Statutes, section 120A.22, subdivision 4, or a nonpublic school, excluding a home school, under section 120A.22, subdivision 4, that is subject to the federal Americans with Disabilities Act.

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

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

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

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

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

Districts and schools may obtain and possess epinephrine delivery systems ~~auto-injectors~~ to be maintained and administered by school personnel, including a licensed nurse, to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine delivery system ~~auto-injector~~. The administration of an epinephrine delivery system ~~auto-injector~~ in accordance with Minnesota Statutes, section 121A.2207~~8~~ is not the practice of medicine.

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

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

The Commissioner of the Minnesota Department of Health must provide a district or school with a standing order for distribution of epinephrine delivery systems under Minnesota Statutes, sections 148.235, subdivision 8 and 151.37, subdivision 2.

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 121A.2207 to include the changes above.]

E. Sunscreen

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

F. Procedure regarding unclaimed drugs or medications

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

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

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

IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

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

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

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

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

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

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

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First Reading: 09.19.2023
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516.5 OVERDOSE MEDICATION

I. PURPOSE

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan)[1], and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day.

II. GENERAL STATEMENT OF POLICY

The school board authorizes school district administration to obtain and possess opioid overdose reversal medication, such as Naloxone to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

III. DEFINITIONS

A. **"Drug-related overdose"** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.

B. **"Naloxone Coordinator"** is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district's Naloxone Coordinator is the Assistant Superintendent or designee.

C. **"Opiate"** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having such addiction forming or addiction sustaining liability.

D. **"Opiate Antagonist"** means naloxone hydrochloride ("Naloxone") or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.

E. **"Standing Order"** means directions from the medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:

[1] Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the internasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intermuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an "IM kit."

1. Administration type

2. Dosage

3. Date of issuance

4. Signature of the authorized provider

IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES

A. The school district must maintain a supply of opiate antagonists at each school site to be administered in compliance with Minnesota law. Each school building must have two doses of nasal naloxone available on-site.

B. A licensed physician, a licensed advanced practice registered nurse authorized to prescribe drugs pursuant to Minnesota Statutes, section 148.235, or a licensed physician assistant may authorize a nurse or other personnel employed by, or under contract with, a public school may be authorized to administer opiate antagonists as defined under Minnesota Statutes, section 604A.04, subdivision 1.

C. A licensed practical nurse is authorized to possess and administer an opiate antagonist in a school setting notwithstanding Minnesota Statutes, 148.235, subdivisions 8 and 9.

D. District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a district-wide collaborative planning and implementation team ("District Planning Team") who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

1. The District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or designee or solicited as volunteers by the superintendent.

2. The District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of Naloxone or other Opiate Antagonist by school district staff at designated school sites and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.

3. The District Planning Team will develop district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:

a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;

b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;

c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and

d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.

4. The District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

E. Site Planning Teams

1. In consultation with the District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.

2. The Site Planning Team will be responsible for the coordination and implementation of this policy, district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and district wide procedures and guidelines.

F. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

G. The school district allows a student in grades 9 through 12 to possess and administer an opiate antagonist to another high school student. The protections of Minnesota Statutes, section 604A.04 apply to the possession and administration of opiate antagonists according to Minnesota Statutes, section 121A.224.

V. NALOXONE STORAGE

A. The Site Planning Team will select Naloxone storage locations within the school site.

B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication

that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.

C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

VI. Privacy Protections

The school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

Legal References:
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.224 (Opiate Antagonists)
Minn. Stat. § 144.344 (Emergency Treatment)
Minn. Stat. § 148.235 (Prescribing Drugs and Therapeutic Devices)
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances)
Minn. Stat. § 604A.01 (Good Samaritan Law)
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)
Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)
20 U.S.C. § 1232g (Family Educational and Privacy Rights)

Cross Reference:
MSBA/MASA Model Policy 516 (Student Medication)
Minnesota Department of Health Toolkit on the Administration of Naloxone

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516.5 OVERDOSE MEDICATION

I. PURPOSE

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan)[1], and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day.

II. GENERAL STATEMENT OF POLICY

The school board authorizes school district administration to obtain and possess opioid overdose reversal medication, such as Naloxone to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

III. DEFINITIONS

A. **"Drug-related overdose"** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.

B. **"Naloxone Coordinator"** is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district's Naloxone Coordinator is the Assistant Superintendent or designee.

C. **"Opiate"** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having such addiction forming or addiction sustaining liability.

D. **"Opiate Antagonist"** means naloxone hydrochloride ("Naloxone") or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.

E. **"Standing Order"** means directions from the medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:

[1] Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the internasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intermuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an "IM kit."

1. Administration type

2. Dosage

3. Date of issuance

4. Signature of the authorized provider

IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES

A. The school district must maintain a supply of opiate antagonists at each school site to be administered in compliance with Minnesota law. Each school building must have two doses of nasal naloxone available on-site.

B. A licensed physician, a licensed advanced practice registered nurse authorized to prescribe drugs pursuant to Minnesota Statutes, section 148.235, or a licensed physician assistant may authorize a nurse or other personnel employed by, or under contract with, a public school may be authorized to administer opiate antagonists as defined under Minnesota Statutes, section 604A.04, subdivision 1.

C. A licensed practical nurse is authorized to possess and administer an opiate antagonist in a school setting notwithstanding Minnesota Statutes, 148.235, subdivisions 8 and 9.

D. District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a district-wide collaborative planning and implementation team ("District Planning Team") who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

1. The District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or designee or solicited as volunteers by the superintendent.

2. The District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of Naloxone or other Opiate Antagonist by school district staff at designated school sites and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.

3. The District Planning Team will develop district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:

a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;

b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;

c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and

d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.

4. The District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

E. Site Planning Teams

1. In consultation with the District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.

2. The Site Planning Team will be responsible for the coordination and implementation of this policy, district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and district wide procedures and guidelines.

F. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

G. The school district allows a student in grades 9 through 12 to possess and administer an opiate antagonist to another high school student. The protections of Minnesota Statutes, section 604A.04 apply to the possession and administration of opiate antagonists according to Minnesota Statutes, section 121A.224.

[NOTE: The 2025 Minnesota legislature enacted paragraph G. This provision is optional: school districts are not required to adopt paragraph G.]

V. NALOXONE STORAGE

A. The Site Planning Team will select Naloxone storage locations within the school site.

B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.

C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

VI. Privacy Protections

The school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

Legal References:
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.224 (Opiate Antagonists)
Minn. Stat. § 144.344 (Emergency Treatment)
Minn. Stat. § 148.235 (Prescribing Drugs and Therapeutic Devices)
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances)
Minn. Stat. § 604A.01 (Good Samaritan Law)
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)
Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)
20 U.S.C. § 1232g (Family Educational and Privacy Rights)

Cross Reference:
MSBA/MASA Model Policy 516 (Student Medication)
Minnesota Department of Health Toolkit on the Administration of Naloxone

First Reading: 04.25.23
Second Reading: 05.16.23
Adopted: 05.16.23
Reviewed: 09.19.23
Reviewed:

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. Free School Meals Program

1. The Universal free school meals program is created within the Minnesota Department of Education and provides a free breakfast and lunch to all students enrolled in Duluth Public Schools.

2. Each school that 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 under that provision.

3. Families may apply for free/reduced-price meal benefits anytime during the school year. Meal applications are available on the school district website and online to all families in the district prior to the student's first day of classes.

4. Each school that participates in the Universal free school meals program must:

   a. participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and

   b. 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.

C. 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.

D. When a student has a negative account balance, the student will not be allowed to charge a second meal or ala carte items.

E. 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. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

F. A student may purchase a second breakfast at the nonprogram price if the student has already selected a reimbursable breakfast.

G. A student may purchase a second lunch at the nonprogram price if the student has already selected a reimbursable lunch.

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 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.

B. 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.

C. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.

D. 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.

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
Reviewed:

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. Free School Meals Program

1. The Universal free school meals program is created within the Minnesota Department of Education and provides a free breakfast and lunch to all students enrolled in Duluth Public Schools.

2. Each school that 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 under that provision.

~~2~~3. ~~Each school 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.~~

~~3~~4. Families may apply for free/reduced-price meal benefits anytime during the school year. Meal applications are ~~distributed~~ available on the school district website and online 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.~~5. Each school that participates in the Universal free school meals program must:

a. ~~(1)~~ participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and

b. ~~(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.

c. ~~A student who has been determined eligible for free and reduced-price meals must always be served a reimbursable meal even if the student has an outstanding debt.~~

[NOTE: While subparagraph 3. above is inherent given subparagraph 2., MSBA recommends that school boards consider including subparagraph 3., which is stated in Minnesota Statutes, section 124D.111.]

~~D~~C. 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~~D. When a student has a negative account balance, the student will not be allowed to charge a second meal or ala carte items.

~~F~~E. 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. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

F. A student may purchase a second breakfast at the nonprogram price if the student has already selected a reimbursable breakfast.

G. A student may purchase a second lunch at the nonprogram price if the student has already selected a reimbursable lunch.

[NOTE: New paragraphs F and G apply if a school district receives school breakfast aid under Minnesota Statutes, section 124D.111 or school lunch aid under Minnesota Statutes, section 124D.111 respectively.]

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.

[NOTE: School districts that use a collection agency to collect unpaid school meals debt must address this in this policy. A new paragraph F. can be added to address the use of a collection agency.]

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.

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)
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Cross References: None

New Policy: 534
First Reading: 07-18-2017
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Adopted: 12-20-2022

Reviewed: 11-21-2023
Reviewed:

810 NAMING RIGHTS AND NAMING SCHOOL FACILITIES

I. PURPOSE

The purpose of this policy is to establish the criteria and procedures for granting naming rights in relation to school district facilities, including buildings and grounds.

II. GENERAL STATEMENT OF POLICY

Duluth Public Schools recognizes the importance and significance of naming school district facilities and educational programs. The district will follow policy procedures when reviewing and acting upon all District or community-initiated requests. Facilities are district-owned buildings and properties and include spaces within buildings as well as outdoor fields, streets and areas. Educational programs are district approved learning opportunities that support a specific need or learning goal identified by the district.

Duluth Public Schools recognizes the following circumstances in which the school district may address naming:

The purchase or construction of a new building,
The re-naming of an existing facility,
Naming rights in consideration, and
Naming rights in recognition.

In each circumstance, the school district passes a formal resolution or enters into a written agreement about the nature of the new name or naming right. The provisions of this policy govern any agreement.

III. DEFINITIONS

A. "Facilities" are district-owned buildings which the main purpose is student instruction.
B. "Spaces" are areas within a facility or other property owned by the district.
C. "Naming rights in consideration" is recognition for financial contributions, sponsorship or other commercial transactions.
D. "Naming rights in recognition" is recognition of a significant contribution to the school district that the district wishes to honor.

IV. NAMING NEW FACILITIES

When a new facility is acquired or constructed or a facility is named for the first time, the superintendent will appoint a committee consisting of community members, students and employees to recommend appropriate names for the new facility.

Following the procedures outlined in this policy, the committee will provide two or three possible names to the superintendent who will make a recommendation to the school board for consideration.

The Superintendent, or designee, will provide the following guidance to the naming committee to guide the process of name recommendations:

A. In naming all facilities, due regard must be taken to maintain an appropriate balance between commercial considerations, current or historical context, and the role that names of facilities contribute to the school district's presence in the community. Also recognized is the role played by the name of a facility in assisting employees, students, and visitors to orient themselves.
B. Names must not be in conflict with the district's mission and vision. The long-term

effects of the name must be considered. In the case of a name change, the facility staff and families must be notified of the naming process.

C. The naming committee shall keep notes and records of all discussions and methods used to determine name recommendations and recommendations will be sent to the Superintendent for consideration.

V. NAME CHANGES/RE-NAMING

Once a facility is named, that name will remain with the facility unless changed or removed by the school board. Names will be changed using the same process outlined above. Names may be changed when the specific program or theme for which the facility was named changes, when the current name no longer supports the objective of the facility, or due to additions or renovations to an existing facility. Names may be removed at the discretion of the school board.

VI. GRANTING NAMING RIGHTS

The District may agree to recognize contributions by granting naming rights to facilities and spaces owned by the district. Granting naming rights may be exclusive to a facility or space, or may be conjunction with an existing name already in use.

A. Spaces for which naming rights may be awarded:
   a. Auditoriums/Theaters
   b. Gymnasiums
   c. Libraries
   d. Gardens/Walks
   e. Athletic Fields/Facilities
   f. Concessions/Locker Rooms
   g. Other areas as approved by the school board

B. The Business Services office will engage a naming rights process outlined in this policy whenever a recommendation for any naming rights is submitted to the district, or if the district solicits requests for available naming rights opportunities in the district.

C. Each granting of naming rights is bound by a written agreement defined by this policy and all other applicable board policies.

VI. NAMING RIGHTS IN CONSIDERATION

The school district may grant naming rights in consideration to recognize contributions made to the district. The contribution may be a financial contribution, sponsorship or the provision of equipment, materials, land or services. These contributions are at the discretion of the school district.

VII. NAMING RIGHTS IN RECOGNITION

A. The school district may grant naming rights in recognition to recognize contributions to the district that were not contributed to the district for the purpose of receiving naming rights. Naming rights for these contributions are at the discretion of the school district.

B. One of the following criteria must be met for granting naming rights in recognition:

1. Recognition of outstanding service to the school district while serving in an academic or administrative capacity or outstanding service to the Duluth community; or

2. Recognition of the achievements of distinguished alumni; or

3. Recognition of a generous financial or other contribution from a donor (be it by way of donation, bequest, sponsorship, etc.), such being voluntary and not rendered in consideration of granting of naming rights.

VIII. PROCESS FOR GRANTING NAMING RIGHTS

The Business Services office will engage in the following processes to grant naming rights.

A. Upon request or solicitation of naming rights to a space or facility, the Business Services department will engage by notification on the District web site and through other media messaging that naming rights requests are open for submission.

B. Naming rights that include a financial contribution, sponsorship, or a provision of services or materials will be reviewed for reasonable valuation by Business Services. Naming rights in recognition being considered will be confirmed to meet standards set out in this policy.

C. Business Services will create a "Naming Rights Agreement" and submit to the Superintendent to make a recommendation to the school board. The Naming Rights Agreement should include, but are not limited to, the following:

a. Duration of Naming Rights. The duration of naming rights is decided or negotiated on a case-by-case basis.

b. Physical display of the naming rights is decided or negotiated on a case-by-case basis. In the case of buildings, the physical display of the naming rights will take into account the identification of the school district and opportunities offered by that building for the district. All displays must conform with zoning and other municipal regulations.

c. When "naming rights in recognition" is awarded, plaques may, with the approval of the Superintendent and manager of facilities, be installed in buildings.

d. "Naming rights in consideration" may be transferred by mutual agreement between all parties. "Naming rights in recognition" may not be transferred. e. Naming rights may be renewed by mutual agreement between all parties.

D. Limit of Naming Rights

a. On the Part of the District

The school district's right to use the name and other brand elements of the named party is permitted by express agreement with the named party.

b. On the Part of the Named Party

The named party, after whom a facility or space is named, has no decision making rights as to the purpose of the facility or space unless specifically

provided for in the written agreement between the parties. The school district will not agree to any condition in an agreement that could unnecessarily limit progress toward the district's mission and purpose, statutory obligations, or the local authority of the school board. In turn, the named party has no liability in respect of that facility or space unless provided for in a specific contract between the parties. Any such limits must be included in any naming rights' agreement.

E. Termination of Naming Rights

In addition to any remedies for breach of the written agreement granting naming rights, the parties may terminate a naming rights agreement in advance of the scheduled termination date under the following conditions:

a. Termination by the District

The school district reserves the right, at its sole discretion, to terminate the naming rights without refund of consideration, prior to the scheduled termination date, should it feel it is necessary to do so to avoid the district being brought into disrepute.

b. Termination by the Named Party

The named party may, without refund of consideration, at it sole discretion, terminate its acceptance of the naming rights prior to the scheduled termination date, in the event that the school district directly brings the named party into disrepute.

First Reading: 04.27.2021
Adopted: 05.18.2021
Reviewed:

810 ~~Naming Rights & Naming School Facilities~~ NAMING RIGHTS AND NAMING SCHOOL FACILITIES

I. ~~Purpose~~ PURPOSE

The purpose of this policy is to establish the criteria and procedures for granting naming rights in relation to school district facilities, including buildings and grounds.

II. ~~General Statement of Policy~~ GENERAL STATEMENT OF POLICY

Duluth Public Schools recognizes the importance and significance of naming school district facilities and educational programs. The district will follow policy procedures when reviewing and acting upon all District or community-initiated requests. Facilities are district-owned buildings and properties and include spaces within buildings as well as outdoor fields, streets and areas. Educational programs are district approved learning opportunities that support a specific need or learning goal identified by the district.

Duluth Public Schools recognizes the following circumstances in which the school district may address naming:

The purchase or construction of a new building,
The re-naming of an existing facility,
Naming rights in consideration, and
Naming rights in recognition.

In each circumstance, the school district passes a formal resolution or enters into a written agreement about the nature of the new name or naming right. The provisions of this policy govern any agreement.

III. ~~Definitions~~ DEFINITIONS

A. "Facilities" are district-owned buildings which the main purpose is student instruction.
B. "Spaces" are areas within a facility or other property owned by the district.
C. "Naming rights in consideration" is recognition for financial contributions, sponsorship or other commercial transactions.
D. "Naming rights in recognition" is recognition of a significant contribution to the school district that the district wishes to honor.

IV. ~~Naming New Facilities~~ NAMING NEW FACILITIES

When a new facility is acquired or constructed or a facility is named for the first time, the superintendent will appoint a committee consisting of community members, students and employees to recommend appropriate names for the new facility.

Following the procedures outlined in this policy, the committee will provide two or three possible names to the superintendent who will make a recommendation to the school board for consideration.

The Superintendent, or designee, will provide the following guidance to the naming committee to guide the process of name recommendations:

A. In naming all facilities, due regard must be taken to maintain an appropriate balance between commercial considerations, current or historical context, and the role that names of facilities contribute to the school district's presence in the community. Also recognized is the role played by the name of a facility in assisting employees, students, and visitors to orient themselves.

B. Names must not be in conflict with the district's mission and vision. The long-term effects of the name must be considered. In the case of a name change, the facility staff and families must be notified of the naming process.

C. The naming committee shall keep notes and records of all discussions and methods used to determine name recommendations and recommendations will be sent to the Superintendent for consideration.

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V. ~~Name Changes/Re-Naming~~ NAME CHANGES/RE-NAMING

Once a facility is named, that name will remain with the facility unless changed or removed by the school board. Names will be changed using the same process outlined above. Names may be changed when the specific program or theme for which the facility was named changes, when the current name no longer supports the objective of the facility, or due to additions or renovations to an existing facility. Names may be removed at the discretion of the school board.

VI. ~~Granting Naming Rights~~ GRANTING NAMING RIGHTS

The District may agree to recognize contributions by granting naming rights to facilities and spaces owned by the district. Granting naming rights may be exclusive to a facility or space, or may be conjunction with an existing name already in use.

A. Spaces for which naming rights may be awarded:
   a. Auditoriums/Theaters
   b. Gymnasiums
   c. Libraries
   d. Gardens/Walks
   e. Athletic Fields/Facilities
   f. Concessions/Locker Rooms
   g. Other areas as approved by the school board

B. The Business Services office will engage a naming rights process outlined in this policy whenever a recommendation for any naming rights is submitted to the district, or if the district solicits requests for available naming rights opportunities in the district.

C. Each granting of naming rights is bound by a written agreement defined by this policy and all other applicable board policies.

VI. ~~Naming Rights in Consideration~~ NAMING RIGHTS IN CONSIDERATION

The school district may grant naming rights in consideration to recognize contributions made to the district. The contribution may be a financial contribution, sponsorship or the provision of equipment, materials, land or services. These contributions are at the discretion of the school district.

VII. ~~Naming Rights in Recognition~~ NAMING RIGHTS IN RECOGNITION

A. The school district may grant naming rights in recognition to recognize contributions to the district that were not contributed to the district for the purpose of receiving naming rights. Naming rights for these contributions are at the discretion of the school district.

B. One of the following criteria must be met for granting naming rights in recognition:

1. Recognition of outstanding service to the school district while serving in an academic or administrative capacity or outstanding service to the Duluth community; or

2. Recognition of the achievements of distinguished alumni; or

3. Recognition of a generous financial or other contribution from a donor (be it by way of donation, bequest, sponsorship, etc.), such being voluntary and not rendered in consideration of granting of naming rights.

VIII. ~~Process for Granting Naming Rights~~ PROCESS FOR GRANTING NAMING RIGHTS

The Business Services office will engage in the following processes to grant naming rights.

A. Upon request or solicitation of naming rights to a space or facility, the Business Services department will engage by notification on the District web site and through other media messaging that naming rights requests are open for submission.

B. Naming rights that include a financial contribution, sponsorship, or a provision of services or materials will be reviewed for reasonable valuation by Business Services. Naming rights in recognition being considered will be confirmed to meet standards set out in this policy.

C. Business Services will create a "Naming Rights Agreement" and submit to the Superintendent to make a recommendation to the school board. The Naming Rights Agreement should include, but are not limited to, the following:

a. Duration of Naming Rights. The duration of naming rights is decided or negotiated on a case-by-case basis.

b. Physical display of the naming rights is decided or negotiated on a case-by-case basis. In the case of buildings, the physical display of the naming rights will take into account the identification of the school district and opportunities offered by that building for the district. All displays must conform with zoning and other municipal regulations.

c. When "naming rights in recognition" is awarded, plaques may, with the approval of the Superintendent and manager of facilities, be installed in buildings.

d. "Naming rights in consideration" may be transferred by mutual agreement between all parties. "Naming rights in recognition" may not be transferred. e. Naming rights may be renewed by mutual agreement between all parties.

D. Limit of Naming Rights

a. On the Part of the District

The school district's right to use the name and other brand elements of the named party is permitted by express agreement with the named party.

b. On the Part of the Named Party

The named party, after whom a facility or space is named, has no decision making rights as to the purpose of the facility or space unless specifically provided for in the written agreement between the parties. The school district will not agree to any condition in an agreement that could unnecessarily limit progress toward the district's mission and purpose, statutory obligations, or the local authority of the school board. In turn, the named party has no liability in respect of that facility or space unless provided for in a specific contract between the parties. Any such limits must be included in any naming rights' agreement.

E. Termination of Naming Rights

In addition to any remedies for breach of the written agreement granting naming rights, the parties may terminate a naming rights agreement in advance of the scheduled termination date under the following conditions:

a. Termination by the District

The school district reserves the right, at its sole discretion, to terminate the naming rights without refund of consideration, prior to the scheduled termination date, should it feel it is necessary to do so to avoid the district being brought into disrepute.

b. Termination by the Named Party

The named party may, without refund of consideration, at it sole discretion, terminate its acceptance of the naming rights prior to the scheduled termination date, in the event that the school district directly brings the named party into disrepute.

First Reading: ~~April 27, 2021~~ 04.27.2021
Adopted: **~~May 18, 2021~~ 05.18.2021**
Reviewed:

4000 GENERAL HUMAN & COMMUNITY RESOURCES & RELATIONS POLICY

Personnel employed by the School District constitute the most important resource for effectively conducting a quality learning program. The goals of the School District's program for Human and Community Resources and Relations shall be:

1. To develop and implement those strategies and procedures for personnel recruitment, screening, and selection which will result in employing the best available candidates.
2. To establish conditions which will attract and retain, for all positions, the highest qualified personnel who will devote themselves to the education and welfare of all pupils.
3. To develop general employment strategies consistent with collective bargaining agreements for maximum contribution to the learning process and to utilize them as the primary basis for determining staff assignments.
4. To develop a climate in which optimum staff performance, morale, and satisfaction are produced.
5. To provide guidelines for compensation and benefits as well as other provisions for staff welfare.
6. To develop and utilize personnel evaluation processes which contribute to the improvement of both staff capabilities and the learning program.
7. To propagate a vigorous and planned effort to encourage all employees regardless of race, creed, color, national origin, age, physical impairment, or sex to find vital, satisfying, and productive job fulfillment at all levels of the organization.

Human and Community Resources and Relations policies shall apply to all employees of the School District and are limited in their application only as collective bargaining agreements may contain provisions differing from the policies.

Adopted: 06-09-1970 ISD 709
Revised: 12-11-1979
06-20-1995 ISD 709

4005 SCHOOL DISTRICT EMPLOYEES (IDENTIFICATION)

School District employees are identified as either providing classified services or licensed services.

Classified employees (secretaries, educational assistants, custodians, engineers, maintenance workers, technical service employees, non-licensed administrators) do not require a teaching or administrative license.

Licensed employees (superintendent, principals, directors, teachers, nurses, counselors, librarians, other instructional personnel) are those required to hold a current license by the State Department of Education.

Adopted: 06-09-1970 ISD 709
Revised: 12-11-1979
06-20-1995 ISD 709

4025 - STANDARDS OF CONDUCT FOR PERSONNEL

Public confidence in the integrity and objectivity of all employees is an essential ingredient for the effective operation of the School District. Employees of the School District are entrusted with the welfare, property, security, and safety of the citizens they serve. Therefore, a need exists for standards of conduct applicable to all employees of the School District to ensure that the integrity of the School District is preserved.

Employees should pursue a course of conduct that does not violate public trust. Each employee should be aware that adherence to high ethical standards is vital to the successful performance of the individual's specific job in the school district. The public must be assured that no conflict exists between private interests and the official duties of employees of the School District.

The following standards shall apply to all employees of the School District:

1. Employees of the School District shall not accept other employment, temporary/part-time, or engage in private enterprises which will impair their independence of judgment in the exercise of School District duties. In evaluating the appropriateness of accepting other employment or operating a business, the employee shall consider the implied as well as a real conflict of interest. If an employee questions the propriety of other employment, he or she should consult his/her superiors for advice.

2. Employees shall not advertise, promote, or attempt to sell any article, investment, insurance, or other financial proposition to any person or business he/she supervises or inspects in the normal course of employment with the School District.

3. Employees shall not accept or agree to accept any compensation, reward, or gift for any service, advice, or assistance on matters related to School District employment with the following exceptions:

    a. employees who accept student teacher placements from teacher preparation institutions may accept an honorarium or stipend from that respective institution and
    b. in the event that a co-curricular or extra-curricular activity cannot take place due to a lack of officials or judges, a coach or advisor of a participating Duluth School District team or group may officiate or judge and be compensated for that service.

4. Employees should endeavor to pursue a course of conduct which will not raise suspicions among the public that they are likely to be engaged in acts that are in violation of the public trust. Each employee should remain conscious that the appearance as well as the reality of high ethical standards is vital.

5. Employees should not involve themselves in substantial outside employment beyond their normal work day during periods of time when they are not on vacation or leave of absence which would impair their ability to satisfactorily carry out their job-related responsibilities to the School District, impair their ability to provide for the safety of children to which they are in charge, or adversely affect the safety of co-employees.

Adopted: 06-09-1970 ISD 709
Revised: 05-10-1977
12-11-1979
08-09-1983
07-19-1994
06-20-1995
03-16-1999 ISD 709

4095 STUDENT TEACHERS

The Superintendent is authorized to enter into formal agreements with nearby teacher training institutions to place student teachers in the schools and arrange for appropriate contracts to cover the process of placements and honorariums to supervising teachers.
A student teacher shall not be assigned to work with a teacher without the consent of the teacher and approval of the principal.

Only tenured teachers may serve as supervising teachers to student teachers, and only one student teacher may be assigned to a supervising teacher during a school year. Any exceptions to the assignment of student teachers must be authorized by the Superintendent or his/her designee.

Adopted: 06-09-1970 ISD 709
Revised: 08-09-1983
06-20-1995 ISD 709

4115 PROFESSIONAL LEAVES (WITH PAY)

Professional leaves, usually a day or two duration, may be granted to individual staff members from the allocation of professional days provided to each school or department at the beginning of each year by the Superintendent or his/her designee. Individual teachers may apply for the use of these professional leave allocation days through their respective supervisors with final approval of the appropriate administrator.

A maximum of ten (10) days leave may be granted each teacher per school year. Requests for additional leave days will require approval by the Superintendent.

Adopted: 09-09-1980 ISD 709
Revised: 06-20-1995
09-16-1997 ISD 709

4120 CONTRACTUAL LEAVES (WITHOUT PAY)

Leaves involving military, child bearing/child rearing, organizational, study, or medical shall be administered in compliance with the collective bargaining agreement of the unit to which the employee is a member.

Adopted: 09-09-1980 ISD 709
Revised: 06-20-1995 ISD 709

4150 EMPLOYEES' ORGANIZATIONS

Employees of the School District are free to join any employee organization to which they are eligible for membership. They also have the right to abstain from membership in any employee organization. The School Board and the school administration shall not try to influence an employee in the selection of an employee organization. When space in school buildings is made available to organizations, such space shall be made available to them equally outside of the normal working hours so as not to reflect any preference for one organization over another. The School Board and the school administration hold the principal of each school responsible for activities which occur within the school. Plans for meetings to be held in any school must be cleared with the principal of the building and a building use permit must be obtained from the central office.

Employees who are elected officers or appointed representatives of a bargaining unit shall be granted reasonable time off without pay for the purpose of conducting the duties of the exclusive representative. A leave of absence without pay, upon request, shall be granted to elected or appointed officials of the exclusive representative. Such leave shall not be for more than one year, subject to renewal for any additional year with the approval of the School Board.

Reference: MSA 179.66 subd. 10

Adopted: 06-09-1970 ISD 709
Revised: 08-09-1983
06-20-1995 ISD 709

4155 PAY FOR SUBSTITUTE TEACHERS AND TEMPORARY CLASSIFIED PERSONNEL

Recommendations for rates of pay for substitute teachers and classified temporary substitute personnel will be made by the Assistant to the Superintendent for Human and Community Resources and Relations in consultation with the Superintendent and the Director of Business and Finance. After an annual review of the compensation for positions covered by this policy, a recommendation will be made for possible changes to the Budget Committee. The recommendations will be submitted to the School Board for action.

The rates for individual groups of employees will be reviewed each time the collective bargaining agreement is concluded for the specific group of workers performing same or similar work.

When determining whether to recommend raising or lowering a rate of pay for a group of substitute or temporary employees, the Assistant to the Superintendent for Human and Community Resources and Relations will be guided by the following factors:

1. The necessity to accomplish the work of the School District in a cost effective manner.
2. The rate of pay for permanent employees of the School District doing similar work.
3. The needs of the specific department or program employing the substitutes.
4. The general rates of pay for casual workers doing similar work in Duluth and the surrounding areas.
5. The general availability of workers who are willing to accept assignment as substitute or temporary employees.

Current rates of pay for substitute teachers and temporary classified personnel will be on file and available to interested persons in the Human and Community Resources and Relations Office.

Adopted: 10-17-1984 ISD 709
Revised: 02-17-1987
01-16-1989
11-13-1990
08-13-1991
06-20-1995 ISD 709

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, November 6, 2025
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **AGENDA ITEMS**
   - A. Strategic Plan Alignment
     - 1) Supporting Every Student
       - a. MTSS Action Card Update 2
       - b. Head Start Report 16
     - 2) Advancing Equity - N/A
     - 3) Improving Systems - N/A
   - B. Budget Update - N/A
   - C. Other
4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: November 6, 2025

Topic: MTSS Action Card Update

Presenter(s): Julie Stauber, Todd McGowan, Dr. Dale Uselman

Attachment: Slides

Brief Summary of Presentation or Topic (no more than a few sentences):
This presentation is a brief update for the Committee of the Whole on the MTSS Action Card from the strategic plan. An update will be provided on this year's goal for MTSS, this year's action plan for the goal, and district/school goals for informational purposes.

This Requires School Board Approval : No

Supporting Every Student: MTSS Action Card Update

November 6, 2025

Julie Stauber **Todd McGowan** **Dr. Dale Uselman**



Action Card Overview

- The **Supporting Every Student Action Card** focuses on the continued implementation of the MnMTSS model from the Minnesota Department of Education (MDE)

- Each year, we self-assess our system by using the Self Evaluation of MnMTSS Implementation for District Leadership Team (SEMI-DLT) and assess our district in five components:
  - **Infrastructure for Continuous Improvement**
  - **Family and Community Engagement**
  - **Multilayered Practices and Supports**
  - **Assessment**
  - **Data Based Decision-Making**



MN Department of Ed Website: MnMTSS

Goal and Action Plan

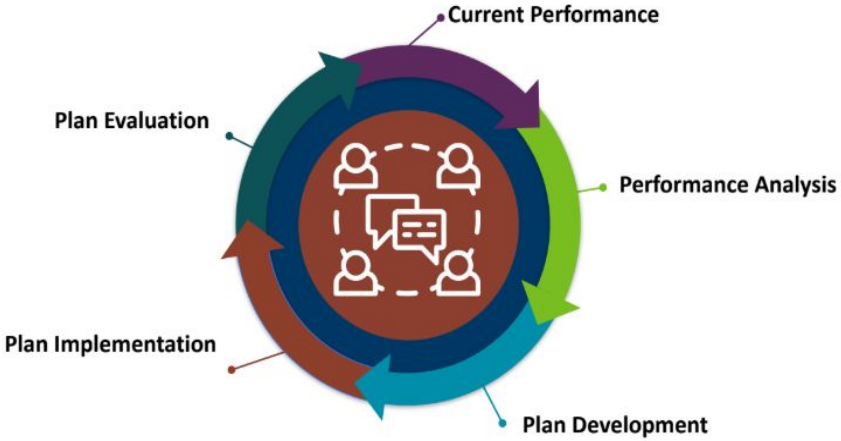
- **2025-2026 SEMI-DLT Goal:**
  - By Spring of 2026, the District's implementation of MnMTSS will increase from 45.7% in Spring 2025 to 48.2% as measured by the SEMI-DLT percentage of maximum of global score points.

SEMI-DLT Ratings	Max Score Poss	2023			2024			2025			2026		
		2023 Score	%	Avg Score per Item	2024 Score	%	Avg Score per Item	2025 Score	%	Avg Score per Item	2025 Score	%	Avg Score per Item
GLOBAL SCORE	202	76	37.6%	0.71	64.2	31.8%	0.60	92.4	45.7%	0.86	GOAL!	48.2%	
Infrastructure Continuous Improvement	54	26	46.5%	0.96	21.6	40.0%	0.80	29.2	54.1%	1.08			0.00
Family and Community Engagement	10	0	0.0%	0.00	0.6	6.0%	0.12	4	40.0%	0.80			0.00
Multi-layered Practices and Supports	56	14	25.0%	0.50	13.5	24.1%	0.48	17.2	30.7%	0.61			0.00
Assessment	40	19	47.5%	0.95	16	40.0%	0.80	23.5	58.8%	1.18			0.00
Data-Based Decision Making	40	17	42.5%	0.16	12.5	31.3%	0.63	18.5	46.3%	0.93			0.00

- **This year, we created an action plan for our five focus areas:**
  - MTSS Leadership Team
  - Tier 1 Instruction
  - Literacy
  - PBIS
  - Collaboratively Linked Teams

First Focus: MTSS Leadership Team

- The MTSS Leadership Team, made up of district and school leaders, will meet monthly to monitor collected data to assess implementation of MnMTSS
- The team will complete this year's SEMI-DLT and analyze our implementation progress
- The team will set goals for each of the MnMTSS focus areas, create data collection protocols, and analyze data during team meetings



Action Plan: Five Focus Areas



- **Tier 1 Instruction (Universal Instruction for All)**
  - Continue supporting teaching staff to implement clarity in learning
  - Provide professional development for teaching staff on creating effective learning intentions and success criteria
- **Literacy**
  - Implement 2020 MN English-Language Arts (ELA) Standards and Science of Reading practices from LETRS
  - Implement new curriculum resources for secondary English-Language Arts (ELA) classrooms
- **PBIS**
  - Continued focus on Climate Survey and action steps at a building level
  - Continued focus on (Positive Behavior Interventions and Support) PBIS team structures supporting Tier 1 and Tier 2 implementation
- **Collaboratively Linked Teams: CITs and PLCs**
  - Supporting Continuous Improvement Teams (CITs) and Professional Learning Communities (PLCs)
  - CITs conduct year-long comprehensive needs assessment (CNA) aligned to state-identified questions and
  - At the end of the school year, create a multi-year action plan to implement an evidence-based practice (EBP)
  - During 25-26, CITs support their schools in meeting a district and school literacy goal (shared on following slides)

Duluth Public Schools Priority Focus Areas 2025-2026

- High School Grading & Assessment
- Middle School Model
- Morning Circles (Elem)
- ★ Clarity in Learning
- ★ Literacy Instruction
- ★ PBIS
- 1B: Knowing & Valuing Students (and Staff)
- ★ Collaborative Linked Teams: CITs & PLCs



Student Outcomes

How will we measure growth?

District Goal

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).

*Some elementary schools created tiered goals to reflect the district goal. A summary of those tiered goals is provided and marked with a *.

2025-2026 Scoring Rubric For District Goal				
Leveled District Indicators	1-Unsatisfactory	2-Basic	3-Proficient	4-Distinguished
Literacy Readiness for Kindergarten	% of 4 year old Duluth site based preschool students at "low risk" spring 2026 is **lower than** the % at "low risk "fall 2025 as measured by DRDP Phonemic Awareness	% of 4 year old Duluth site based preschool students at "low risk" spring 2026 is **0-24.9% higher than** at "low risk" fall 2025 as measured by DRDP Phonemic Awareness	% of 4 year old Duluth site based preschool students at "low risk" spring 2026 is **25-49.9% higher than** at "low risk" fall 2025 as measured by DRDP Phonemic Awareness	% of 4 year old Duluth site based preschool students at "low risk" spring 2026 is **50% or higher than** at "low risk" fall 2025 as measured by DRDP Phonemic Awareness
Kindergarten	% of students at "low risk" spring 2026 is **lower than** the % at "low risk "fall 2025 as measured by FastBridge Early Reading; subskill Letter Sounds	% of students at "low risk" spring 2026 is **0-6.1% higher than** at "low risk" fall 2025 as measured by FastBridge Early Reading; subskill Letter Sounds	% of students at "low risk" spring 2026 is **6.2-9.9% more** than the % at "low risk" fall 2025 as measured by FastBridge Early Reading; subskill Letter Sounds	% of students at "low risk" spring 2026 is **10% or more** than the % at "low risk" fall 2026 as measured by FastBridge Early Reading; subskill Letter Sounds
Primary Elementary 1st Grade	% of students at "low risk" spring 2026 is **< 5% increase** of at "low risk" fall 2025 as measured by FastBridge Early Reading Composite	% of students at "low risk" spring 2026 is **5-15.3% increase** at "low risk" fall 2025 as measured by FastBridge Early Reading Composite	% of students at "low risk" spring 2026 is **15.4-19.9% increase** of at "low risk" fall 2025 as measured by FastBridge Early Reading Composite	% of students at "low risk" spring 2026 is **20% or more than** the % at "low risk" fall 2025 as measured by FastBridge Early Reading Composite
Primary Elementary 2nd Grade	% of students at "low risk" spring 2026 is **lower than** the % at "low risk" fall 2025 as measured by FastBridge aReading	% of students at "low risk" spring 2026 is **0-7.9% increase** at "low risk" fall 2025 as measured by FastBridge Early (1st) / aReading (2nd)	% of students at "low risk" spring 2026 is **8-12.9% increase** of at "low risk" fall 2025 as measured by FastBridge Early (1st) / aReading (2nd)	% of students at "low risk" spring 2026 is **13% or more than** the % at "low risk" fall 2025 as measured by FastBridge Early (1st) / aReading (2nd)
Intermediate Elementary (3, 4, & 5)	% of students meeting or exceeding the standards as measured by Reading MCA decreased from Spring 2025 to Spring 2026 **(< 55.4%)**	% of students meeting or exceeding the standards as measured by Reading MCA is **0-1.9% higher** spring 2026 than spring 2025	% of students meeting or exceeding the standards as measured by Reading MCA is **2-4.9% higher** spring 2026 than spring 2025	% of students meeting or exceeding the standards as measured by Reading MCA is **5% or higher** spring 2026 than spring 2025
Middle School (6, 7, & 8)	% of students meeting or exceeding the standards as measured by Reading MCA decreased from Spring 2025 to Spring 2026 **(< 54.6%)**	% of students meeting or exceeding the standards as measured by Reading MCA is **0-1.9% higher** spring 2026 than spring 2025	% of students meeting or exceeding the standards as measured by Reading MCA is **2-4.9% higher** spring 2026 than spring 2025	% of students meeting or exceeding the standards as measured by Reading MCA is **5% or higher** spring 2026 than spring 2025
High School (10th)	% of students meeting or exceeding the standards as measured by Reading MCA decreased from Spring 2025 to Spring 2026 **(< 53.3%)**	% of students meeting or exceeding the standards as measured by Reading MCA is **0-1.9% higher** spring 2026 than spring 2025	% of students meeting or exceeding the standards as measured by Reading MCA is **2-4.9% higher** spring 2026 than spring 2025	% of students meeting or exceeding the standards as measured by Reading MCA is **5% or higher** spring 2026 than spring 2025

Elementary School Goals

- **Congdon:** By Spring 2026, 3-5th grade Congdon Park students will increase reading proficiency from 2025 73.9% to 2026 77.9% proficiency as measured by state standardized assessment (MCA & MTAS).
- **Homecroft:** Homecroft students will make incremental progress (percent of progress varies from 2-10% by grade-level) toward grade level proficiency in reading as measured by leveled indicators (FastBridge or MCAs).*
- **Lakewood:** The Lakewood students will increase their Fast reading percentage from 69% in the fall of 2025 to 75% in the spring of 2026 using the K-1 Early Reading Composite and the Group Screening Report for Grades 2-5.
- **Laura MacArthur:** During the 25-26 SY all grade levels will move 80% of students scoring in the some risk category of the Fastbride literacy test to low risk between the fall and spring assessments by utilizing and tracking Tier 1 and 2A interventions.

Elementary School Goals

- **Lester Park:** Lester Park students will make incremental progress (percent of progress varies from 2-10% by grade-level) toward grade level proficiency in reading as measured by leveled indicators (FastBridge or MCAs).*
- **Lowell:** The percentage of students at "low risk/grade level" in spring 2026 will be be 60% or higher in Kindergarten or will increase by 5-10% more in 1st-5th grade as measured by Fastbridge.
- **Myers-Wilkins:** Myers-Wilkins students will make incremental progress (percent of progress varies from 2-19% by grade-level) toward grade level proficiency in reading as measured by leveled indicators (FastBridge or MCAs).*
- **Piedmont:** By Spring 2026, the percentage of all tested 3rd-5th students who meet or exceed reading standards will improve from 2025 57.6% to 2026 61.6% as measured by MCA + MTASS.
- **Stowe:** The percentage of students at "low risk" or meeting standards in the spring of 2026 is 2 -15% higher (percentage varies by grade-level) than at "low risk" in the fall of 2025 as measured by FastBridge or MCA (dependent by grade-level.)*

Secondary School Goals

Care and Treatment: 70% of students with a minimum of 90 days of enrollment will gain 1/2 grade from pre to post Star testing in math and reading.

ALC/AEO: By June 2026, our "School within a School" (SWS) and Independent Study (IS) programs for Duluth secondary schools, (Denfeld, Duluth East, and ALC) will demonstrate improved student outcomes. We will achieve this by fostering equitable access to support through enhanced feedback and communication in Professional Learning Communities (PLCs) and Minnesota Early Indicator and Response System (MEIRS) groups. The success of this initiative will be measured by a 10% increase in the course completion rate for students enrolled in the SWS and IS programs, as compared to the baseline data from the 2024–2025 school year.

By June 2026, our "School with a School" program will increase its course completion rate from 74% during the 2024-25 school year to 84%.

Lincoln Park MS: By spring of 2026, at least 80% of LPMS teachers will have implemented 5 identified literacy strategies based on data collected through a site-developed practice profile.

Secondary School Goals

Ordean East MS: By the Spring of 2026, the number of students scoring in the areas of Low Risk and College Pathway (combined) at OEMS will increase from 79% in the fall to 80%, while also decreasing the number of students in the area of High Risk from 7% in the fall to 5%, as measured by the Fast aReading assessment.

Denfeld High School: By the end of the 2025-2026 school year, 100% of Denfeld Teachers will be implementing research based vocabulary instruction as measured through a Practice Profile

Duluth East High School: The percentage of students meeting or exceeding the standards on the Spring 2026 MCA Reading test will increase from 63.1% to 65.1% or higher.



Contact Information



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COW Agenda Cover Sheet

Meeting Date: November 6, 2025

Topic: 2024-25 Head Start Data Report

Presenter(s): Barbara Eckberg

Attachment: slide deck

Brief Summary of Presentation or Topic (no more than a few sentences): A brief summary of Head Start data for the 2024-25 program year

This Requires School Board Approval : no

Duluth Preschool

Committee of the Whole Report for the 2024-25 program year

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.

Federal Grant FY 26

We have received notice that our Federal Grant will go into competition sometime after July 2025.

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

Federal Grant FY 26

Duluth Head Start Program Information Report 2024-25



Head Start

190 Head Start slots funded in the Duluth Preschool Program

- 74 3 year olds
- 137 4 year olds
- 1 5 year old

212 Head Start Children were served in the 2024-25 program year

123 children were projected to enter Kindergarten for the 2025-26 school year

Duluth Head Start Program Information Report 2024-25

DRPD (Desired Results Developmental Profile)

- Teacher observations and student portfolios
- Authentic Assessment completed 2 times per program year
- Observations in 8 developmental domains
  - approaches to learning
  - social/emotional development
  - language
  - literacy
  - math
  - physical development/health
  - science
  - cognition
- Creative Curriculum
- Pyramid Model Framework/Second Step

Duluth Head Start Program Information Report 2024-25

Who is enrolled in Head Start?



- 14 dual language learners
- 13 children identify as hispanic/Latino

- 44 children identified as African American/Black
- 2 children identified as Asian
- 73 children identified as White
- 54 children identified as multi racialor biracial

- 54 children were referred to early intervention for assessment
- 33 children were determined to have a disability under IDEA

- 86 (41%) children were supported through early intervention and an IEP Individual Education Plan)

Duluth Head Start Program Information Report 2024-25

Family Snapshot

201 families were served and supported by Head Start

- 19 families experienced homelessness
- 25 children were in foster care at some point during the program year
- 136 families received SNAP benefits
- 123 families reported that at least one parent was employed
- 21 parents had a baccalaureate degree
- 64 parents had an associate/vocational degree or some college

Duluth Head Start Program Information Report 2024-25

Broad Grant Goals remain for the 2025-26 Program Year

1. **High Quality Inclusion: Navigating Trauma**
    a. Partnership with Early Childhood Special Education

2. **Meeting the Unique Needs of our Community**
    a. Oshki-Inwewin: A loop program that infuses curriculum with Ojibwe language and perspectives at a site where an Ojibwe Immersion School operates.
    b. Nature Based Programming at all sites
    c. Artist in Residence Program for full day classes

3. **Fostering Resilience with a Focus on Health and Wellness**
    a. YMCA Collaboration: Safety Around Water classes for 72 children annually;
        i. Family Day Passes for all Head Start families
        ii. Swim lessons for Head Start parents
    b. Health and Wellness Opportunities for Families and Staff

Duluth Head Start Program Information Report 2024-25

2025-26 Program Year

1. **High Quality Inclusion**
   a. Meeting weekly as an early childhood leadership team: ECFE/PreK/ECSE
   b. P-3 Initiative Membership, supported by the MN Department of Children, Youth and Families
   c. CLASS and Danielson Framework teacher evaluations- crosswalk

2. **Meeting the Unique Needs of our Community**
   a. Membership in Every Child Ready Duluth
   b. First Street Buildout Planning, supported by the Community Education Leadership and Team

3. **Fostering Resilience with a Focus on Health and Wellness**
   a. Staff Wellness supported through Reflective Consultation
   b. Preschool Support Team assisting teachers and families in addressing challenging child behaviors



Questions?

COW Agenda Cover Sheet

Meeting Date: November 6, 2025

Topic: 2024-25 Head Start Governance Training

Presenter(s): Barbara Eckberg

Attachment: slide deck

Brief Summary of Presentation or Topic (no more than a few sentences): A required training for the governance board, per Head Start Performance Standards

This Requires School Board Approval : no

Duluth Preschool

Governing Board Training

Duluth Preschool STARTED with HEAD START in 1965!!



President Lyndon B Johnson, declared War on Poverty in his 1965 State of the Union Speech and a team of experts from Yale and Harvard set to work developing a preschool program that would help communities meet the needs of disadvantaged preschool children.

Fun Fact #**1:** The original Head Start program in Duluth was an 8 week summer program at Lincoln Park Elementary School.
Fun Fact #**2:** We are the only Head Start program in MN where a school district is the grant recipient.

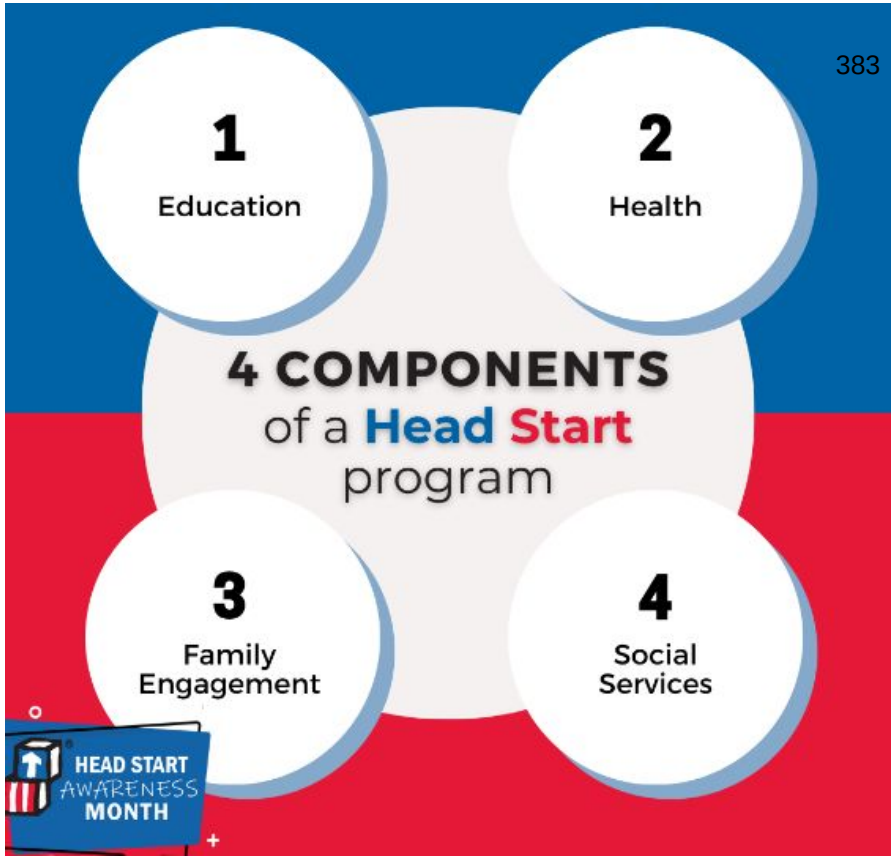
Comprehensive services set Head Start apart

Health: We support families is securing health insurance, a medical and dental home, and access mental health resources.

Social Services: programs and services that improve the well being of individuals, families, and communities

Family Engagement: Community and family events/ Site parent committees and Parent Policy Council are a part of our program governance. Family Engagement data is collected through the Child Plus platform

[Comprehensive Services: The Foundation of Head Start]



Head Start Parent, Family, and Community Engagement Framework

Positive & Goal-Oriented Relationships

Equity, Inclusiveness, Cultural and Linguistic Responsiveness

PROGRAM FOUNDATIONS	PROGRAM IMPACT AREAS	FAMILY OUTCOMES	CHILD OUTCOMES
Program Leadership	Program Environment	Family Well-being	Children are:
Professional Development	Family Partnerships	Positive Parent-Child Relationships	Safe
Continuous Learning and Quality Improvement	Teaching and Learning	Families as Lifelong Educators	Healthy and well
	Community Partnerships	Families as Learners	Learning and developing
	Access and Continuity	Family Engagement in Transitions	Engaged in positive relationships with family members, caregivers, and other children
		Family Connections to Peers and Community	Ready for school
		Families as Advocates and Leaders	Successful in school and life

Head Start Management Wheel



Head Start Performance Standards

Provide Head Start grantee requirements for:

- Eligibility, recruitment, selection, attendance
- Early childhood education and development
- Health and safety
- Health promotion
- Nutrition
- Disabilities
- Parent involvement
- Family partnerships
- Community partnerships
- Administrative and financial management
- Transportation and facilities



We currently in a one year grant cycle extension



Head Start Leadership and Governance



Membership and Responsibilities

Policy Council	Governing Board/ School Board
Each agency must establish and maintain a Policy Council responsible for the direction of the Head Start program at the agency level. In Duluth, Head Start parents are eligible to run for Policy Council. Elections are held each fall, with parents from all program options and locations. Current Policy Council members facilitate the election of new board members prior to dissolving their leadership roles.	The Head Start Act (2007) clearly defines who should be part of the Governing Body. This requirement is very intentional to ensure the Governing Body is diverse and represents the skill set needed to run a federally funded organization that serves our nation's most vulnerable children and their families. In Duluth, the Governing Board is elected by the citizens of Duluth when they elect ISD709 School Board members.
Parents of children currently enrolled in each program option must be proportionately represented on Policy Council.	The Governing Board have legal and fiscal responsibility for the program.

Membership and Responsibilities

Policy Council	Governing Board
A Policy Council must use ongoing monitoring results, data on school readiness goals and other information to conduct its responsibilities.	Adopt practices that assure active, independent, and informed governance of the Head Start agency and be responsible for ensuring compliance with Federal laws.
A member must stand for one year. If a member intends to serve another year, they must stand for re-election.	Responsible for other activities as outlined in the Head Start Act of 2007.
The Policy Council must include in its By-Laws, how many one year terms a person may serve, not to exceed five years. Current By-Laws state a member may serve 5 years.	Governing Body oversees Policy Council.
A program must seat a successor Policy Council before an existing Policy Council may be dissolved.	Governing Board members may not receive money from the Head Start grantee.
	Impasse Policy with Policy Council.

Membership and Responsibilities

Policy Council	Governing Board
A program must enable low income members to participate fully in their Policy Council responsibilities by providing if necessary, reimbursements for reasonable expenses incurred by the low income members.	
Policy Councils work in concert with Governing Boards to provide oversight for the Head Start Program.	
Impasse Policy with Governing Board.	

The Big Three: Regulations that Guide Head Start: Live links

Head Start Program Performance Standards

Head Start Act

Uniform Administrative Requirements, Cost Principles and Audit requirements for federal awards


DULUTH PRESCHOOL
START STRONG • STAY STRONG

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, November 13, 2025
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
   A. 905 Advertising (replacing 1025 & 1030) 2
3. **POLICIES FOR SECOND READING**
   A. 303 Superintendent Selection 6
   B. 304 Superintendent Contract, Duties, and Evaluation 8
   C. 306 Administrator Code of Ethics 10
4. **POLICIES FOR REVIEW**
   A. 516 Student Medication 14
   B. 516.5 Overdose Medication 20
   C. 534 School Meals Policy 24
   D. 810 Naming Rights and Naming School Facilities 28
5. **POLICIES FOR CONSIDERATION OF DELETION**
   A. 4000 Series 32
6. **REGULATIONS - Informational**
   A. 4036R Drug and Alcohol Testing (Cont.) 82
7. **OTHER**

*Adopted:*_____ *MSBA/MASA Model Policy 905*
Orig. 1996
*Revised:*_____ *Rev. 2015*

905 ADVERTISING

[NOTE: School districts should carefully consider whether they wish to allow advertising in school district facilities or publications. Once advertisements are accepted, First Amendment rights may limit the school district's ability to reject specific advertisements or to regulate the content of advertisements.]

I. PURPOSE

The purpose of this policy is to provide guidelines for the advertising or promoting of products or services to students and parents in the schools.

II. GENERAL STATEMENT OF POLICY

The school district's policy is that the name, facilities, staff, students, or any part of the school district shall not be used for advertising or promoting the interests of a commercial or nonprofit agency or organization except as set forth below.

III. ADVERTISING GUIDELINES

A. School publications, including publications such as programs and calendars, may accept and publish paid advertising provided they receive advance approval from the appropriate administrator. In no instance shall publications accept advertising or advertising images for alcohol, tobacco, drugs, drug paraphernalia, weapons, or obscene, pornographic, or illegal materials. Advertisements may be rejected by the school district if determined to be inconsistent with the educational objectives of the school district or inappropriate for inclusion in the publication. For example, advertisements may be rejected if determined to be false, misleading, or deceptive, or if they relate to an illegal activity or antisocial behavior. The faculty advisor is responsible for screening all such advertising for appropriateness, including compliance with the school district policy prohibiting sexual, racial, and religious harassment.

B. The school board may approve advertising in school district facilities or on school district property. Any approval will state precisely where such advertising may be placed. The restrictions listed in Section A. above will apply. Advertising will not be allowed outside the specific area approved by the school board. Specific advertising must be approved by the superintendent or designee. In no instance will an advertising device be erected or maintained within 100 feet of a school that is visible to and primarily intended to advertise and inform or to attract or which does attract the attention of operators and occupants of motor vehicles.

C. Donations which include or carry advertisements must be approved by the school board.

D. The school district or a school may acknowledge a donation it has received from an organization by displaying a "donated by," "sponsored in part by," or a similar by-line with the organization's name and/or symbol on the item. Examples include activity programs or yearbooks.

E. Nonprofit entities and organizations may be allowed to use the school district name, students, or facilities for purposes of advertising or promotion if the purpose is determined to be educationally related and prior approval is obtained from the school board. Advertising will be limited to the specific event or purpose approved by the school board.

F. Contracts for computers or related equipment or services that require advertising to be disseminated to students will not be entered into or permitted unless done pursuant to and in accordance with state law.

G. The inclusion of advertisements in school district publications, in school district facilities, or on school district property does not constitute approval and/or endorsement of any product, service, organization, or activity. Approved advertisements will not imply or declare such approval or endorsement.

IV. ACCOUNTING

Advertising revenues must be accounted for and reported in compliance with UFARS. A periodic report shall be made to the school board by the superintendent regarding the scope and amount of such revenues.

Legal References: Minn. Stat. § 123B.93 (Advertising on School Buses)
Minn. Stat. § 125B.022 (Contracts for Computers or Related Equipment or Service)
Minn. Stat. § 173.08 (Excluded Road Advertising Devices)

Cross References: MSBA/MASA Model Policy 421 (Gifts to Employees and School Board Members)
MSBA/MASA Model Policy 702 (Accounting)
Policy 810 (Naming Rights & Naming School Facilities)

1025 ADVERTISING

Generally, the School District facilities, staff, and children shall not promote the interest of any commercial, political, or other non-school agency, individual, or organization, except that:

This does not include a company logo, trademark, or powered by statement designed into software used by the District.

The schools may cooperate in furthering the work of any non-profit community-wide social service agency.

Films or other educational materials bearing credits or advertising by commercial firms may be used if they can be justified on the basis of their educational value.

The Superintendent may, at his/her discretion, announce or authorize to be announced any community activity or event of educational merit.

The Superintendent may approve advertising at athletic facilities. Products and advertising services should be consistent with the best physical, mental, and moral welfare of the children.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995
07-17-2001
01-15-2002 ISD 709

1030 ADVERTISING IN STUDENT PUBLICATIONS

Advertising in school publications shall be accepted only from those enterprises whose products or services are consistent with the best physical, mental, and moral welfare of children.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

303 SUPERINTENDENT SELECTION

I. PURPOSE

The purpose of this policy is to convey to the school community that the authority to select and employ a superintendent is vested in the school board.

II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent to serve as the chief executive officer of the school district and to conduct the daily operations of the school district.

III. QUALIFICATIONS

A. The school board shall consider applicants who meet or exceed the licensing standards set by the Minnesota Board of School Administrators and qualifications established in the job description for the superintendent position. State and federal equal employment and nondiscrimination requirements shall be observed throughout the recruitment and selection process.

B. The school board will consider professional preparation, experience, skill, and demonstrated competence of qualified applicants in making a final decision.

IV. SELECTION

A. A process for recruitment, screening, and interviewing of candidates shall be developed by the school board.

B. The school board may contract for assistance in the search for a superintendent.

C. The school board shall provide the contract for the superintendent and specifically identify all conditions of employment mutually agreed upon with the superintendent. In so doing, the school board shall observe all requirements of state and federal law and school board policy.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Rules, Chapter 3512

Cross References: None

First Reading: 10.21.2025
Second Reading: 11.13.2025
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 303*
Orig. 1995
*Revised:*_____ *Rev. 2022*

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Cross References: None

304 SUPERINTENDENT CONTRACT, DUTIES, AND EVALUATION

I. PURPOSE

The purpose of this policy is to provide for the use of an employment contract with the superintendent, a position description, and the use of an approved instrument to evaluate performance.

II. GENERAL STATEMENT OF POLICY

A. The superintendent's contract shall be used to formalize the employment relationship and to specifically identify and clarify all conditions of employment with the superintendent.

B. The specific duties for which the superintendent is accountable shall be set forth in a position description for the superintendent and shall be measured by a performance appraisal instrument approved by the school board in consultation with the superintendent. The school board shall use this instrument to periodically evaluate the performance of the superintendent.

C. The school board may use the model contract approved by the boards of the Minnesota School Boards Association and the Minnesota Association of School Administrators as a model instrument.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: None

First Reading: 10.21.2025
Second Reading: 11.13.2025
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 304*
Orig. 1995
*Revised:*_____ *Rev. 2022*

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Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: None

306 ADMINISTRATOR CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to establish the requirements of the school board that school administrators adhere to the standards of ethics and professional conduct in this policy and Minnesota law.

II. GENERAL STATEMENT OF POLICY

A. An educational administrator's professional behavior must conform to an ethical code. The code must be idealistic and at the same time practical, so that it can apply reasonably to all educational administrators. The administrator acknowledges that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, the administrator assumes responsibility for providing professional leadership in the school and community. This responsibility requires the administrator to maintain standards of exemplary professional conduct. It must be recognized that the administrator's actions will be viewed and appraised by the community, professional associates, and students. To these ends, the administrator must subscribe to the following standards.

B. The Educational Administrator:

1. Makes the well-being of students the fundamental value of all decision-making and actions.

2. Fulfills professional responsibilities with honesty and integrity.

3. Supports the principle of due process and protects the civil and human rights of all individuals.

4. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.

5. Implements the school board's policies.

6. Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals.

7. Avoids using positions for personal gain through political, social, religious, economic, or other influence.

8. Accepts academic degrees or professional certification only from duly accredited institutions.

9. Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.

10. Honors all contracts until fulfillment, release, or dissolution is mutually agreed upon by all parties to the contract.

11. Adheres to the Code of Ethics for School Administrators in Minnesota Rule.

Legal References: Minn. Stat. § 122A.14, Subd. 4 (Duties of Board of School Administrators)

Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)

Cross References: None

First Reading: 10.21.2025
Second Reading: 11.13.2025
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 306*
Orig. 1995
*Revised:*_____ *Rev. 2002*

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Legal References: Minn. Stat. § 122A.14, Subd. 4 (Duties of Board of School Administrators)
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)

Cross References: None

516 STUDENT MEDICATION AND TELEHEALTH

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DRUG AND MEDICATION REQUIREMENTS

A. Administration of Drugs and Medicine

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

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

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

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

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

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

3. Exclusions

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

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

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

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

d. used off the school grounds;

e. used in connection with athletics or extracurricular activities;

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

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

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

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

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

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

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

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

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

a. the pupil may possess the epinephrine or

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

[NOTE: The 2025 Minnesota legislature replaced "auto-injectors" with "delivery systems" in Minnesota Statutes, sections 121A.22, 121A.2205, and 121A.2207.]

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

k. Emergency health procedures, including emergency administration of

drugs and medicine are not subject to this policy.

B. Prescription Medication

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

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

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

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

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

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

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

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

C. Nonprescription Medication

A secondary student may possess and use nonprescription pain relief in a manner

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

D. Possession and Use of Epinephrine Delivery Systems ~~Auto-Injectors~~

1. Definitions

a. "Administer" means the direct application of an epinephrine delivery system to the body of an individual.

b. "Epinephrine delivery system" means a medication product approved by the United States Food and Drug Administration that automatically delivers a single, premeasured dose of epinephrine to prevent or treat a life-threatening allergic reaction.

c. "School" means a public school under Minnesota Statutes, section 120A.22, subdivision 4, or a nonpublic school, excluding a home school, under section 120A.22, subdivision 4, that is subject to the federal Americans with Disabilities Act.

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

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

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

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

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

Districts and schools may obtain and possess epinephrine delivery systems ~~auto-injectors~~ to be maintained and administered by school personnel, including a licensed nurse, to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine delivery system ~~auto-injector~~. The administration of an epinephrine delivery system ~~auto-injector~~ in accordance with Minnesota Statutes, section 121A.2207~~8~~ is not the practice of medicine.

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

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

The Commissioner of the Minnesota Department of Health must provide a district or school with a standing order for distribution of epinephrine delivery systems under Minnesota Statutes, sections 148.235, subdivision 8 and 151.37, subdivision 2.

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 121A.2207 to include the changes above.]

E. Sunscreen

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

F. Procedure regarding unclaimed drugs or medications

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

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

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

IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

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

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

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

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

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

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

Replacing: Policy 6180 (Medication Administration in School)
Policy 6180R (Procedures of Administration of Medication During the School Day)
First Reading: 09.19.2023
Second Reading: 10.17.2023
Adopted: 10.17.2023
Reviewed: 02.25.2025
Reviewed:

516.5 OVERDOSE MEDICATION

I. PURPOSE

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan)[1], and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day.

II. GENERAL STATEMENT OF POLICY

The school board authorizes school district administration to obtain and possess opioid overdose reversal medication, such as Naloxone to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

III. DEFINITIONS

A. **"Drug-related overdose"** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.

B. **"Naloxone Coordinator"** is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district's Naloxone Coordinator is the Assistant Superintendent or designee.

C. **"Opiate"** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having such addiction forming or addiction sustaining liability.

D. **"Opiate Antagonist"** means naloxone hydrochloride ("Naloxone") or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.

E. **"Standing Order"** means directions from the medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:

[1] Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the internasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intermuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an "IM kit."

1. Administration type

2. Dosage

3. Date of issuance

4. Signature of the authorized provider

IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES

A. The school district must maintain a supply of opiate antagonists at each school site to be administered in compliance with Minnesota law. Each school building must have two doses of nasal naloxone available on-site.

B. A licensed physician, a licensed advanced practice registered nurse authorized to prescribe drugs pursuant to Minnesota Statutes, section 148.235, or a licensed physician assistant may authorize a nurse or other personnel employed by, or under contract with, a public school may be authorized to administer opiate antagonists as defined under Minnesota Statutes, section 604A.04, subdivision 1.

C. A licensed practical nurse is authorized to possess and administer an opiate antagonist in a school setting notwithstanding Minnesota Statutes, 148.235, subdivisions 8 and 9.

D. District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a district-wide collaborative planning and implementation team ("District Planning Team") who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

1. The District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or designee or solicited as volunteers by the superintendent.

2. The District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of Naloxone or other Opiate Antagonist by school district staff at designated school sites and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.

3. The District Planning Team will develop district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:

a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;

b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;

c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and

d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.

4. The District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

E. Site Planning Teams

1. In consultation with the District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.

2. The Site Planning Team will be responsible for the coordination and implementation of this policy, district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and district wide procedures and guidelines.

F. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

G. The school district allows a student in grades 9 through 12 to possess and administer an opiate antagonist to another high school student. The protections of Minnesota Statutes, section 604A.04 apply to the possession and administration of opiate antagonists according to Minnesota Statutes, section 121A.224.

[NOTE: The 2025 Minnesota legislature enacted paragraph G. This provision is optional: school districts are not required to adopt paragraph G.]

V. NALOXONE STORAGE

A. The Site Planning Team will select Naloxone storage locations within the school site.

B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.

C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

VI. Privacy Protections

The school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

Legal References:
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.224 (Opiate Antagonists)
Minn. Stat. § 144.344 (Emergency Treatment)
Minn. Stat. § 148.235 (Prescribing Drugs and Therapeutic Devices)
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances)
Minn. Stat. § 604A.01 (Good Samaritan Law)
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)
Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)
20 U.S.C. § 1232g (Family Educational and Privacy Rights)

Cross Reference:
MSBA/MASA Model Policy 516 (Student Medication)
Minnesota Department of Health Toolkit on the Administration of Naloxone

First Reading: 04.25.23
Second Reading: 05.16.23
Adopted: 05.16.23
Reviewed: 09.19.23
Reviewed:

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. Free School Meals Program

1. The Universal free school meals program is created within the Minnesota Department of Education and provides a free breakfast and lunch to all students enrolled in Duluth Public Schools.

2. Each school that 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 under that provision.

~~2~~3. ~~Each school 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.~~

~~3~~4. Families may apply for free/reduced-price meal benefits anytime during the school year. Meal applications are ~~distributed~~ available on the school district website and online 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.~~5. Each school that participates in the Universal free school meals program must:

a. ~~(1)~~ participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and

b. ~~(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.

c. ~~A student who has been determined eligible for free and reduced-price meals must always be served a reimbursable meal even if the student has an outstanding debt.~~

[NOTE: While subparagraph 3. above is inherent given subparagraph 2., MSBA recommends that school boards consider including subparagraph 3., which is stated in Minnesota Statutes, section 124D.111.]

~~D~~C. 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~~D. When a student has a negative account balance, the student will not be allowed to charge a second meal or ala carte items.

~~F~~E. 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. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

F. A student may purchase a second breakfast at the nonprogram price if the student has already selected a reimbursable breakfast.

G. A student may purchase a second lunch at the nonprogram price if the student has already selected a reimbursable lunch.

[NOTE: New paragraphs F and G apply if a school district receives school breakfast aid under Minnesota Statutes, section 124D.111 or school lunch aid under Minnesota Statutes, section 124D.111 respectively.]

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.

[NOTE: School districts that use a collection agency to collect unpaid school meals debt must address this in this policy. A new paragraph F. can be added to address the use of a collection agency.]

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.

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

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Reviewed:

810 ~~Naming Rights & Naming School Facilities~~ NAMING RIGHTS AND NAMING SCHOOL FACILITIES

I. ~~Purpose~~ PURPOSE

The purpose of this policy is to establish the criteria and procedures for granting naming rights in relation to school district facilities, including buildings and grounds.

II. ~~General Statement of Policy~~ GENERAL STATEMENT OF POLICY

Duluth Public Schools recognizes the importance and significance of naming school district facilities and educational programs. The district will follow policy procedures when reviewing and acting upon all District or community-initiated requests. Facilities are district-owned buildings and properties and include spaces within buildings as well as outdoor fields, streets and areas. Educational programs are district approved learning opportunities that support a specific need or learning goal identified by the district.

Duluth Public Schools recognizes the following circumstances in which the school district may address naming:

The purchase or construction of a new building,
The re-naming of an existing facility,
Naming rights in consideration, and
Naming rights in recognition.

In each circumstance, the school district passes a formal resolution or enters into a written agreement about the nature of the new name or naming right. The provisions of this policy govern any agreement.

III. ~~Definitions~~ DEFINITIONS

A. "Facilities" are district-owned buildings which the main purpose is student instruction.
B. "Spaces" are areas within a facility or other property owned by the district.
C. "Naming rights in consideration" is recognition for financial contributions, sponsorship or other commercial transactions.
D. "Naming rights in recognition" is recognition of a significant contribution to the school district that the district wishes to honor.

IV. ~~Naming New Facilities~~ NAMING NEW FACILITIES

When a new facility is acquired or constructed or a facility is named for the first time, the superintendent will appoint a committee consisting of community members, students and employees to recommend appropriate names for the new facility.

Following the procedures outlined in this policy, the committee will provide two or three possible names to the superintendent who will make a recommendation to the school board for consideration.

The Superintendent, or designee, will provide the following guidance to the naming committee to guide the process of name recommendations:

A. In naming all facilities, due regard must be taken to maintain an appropriate balance between commercial considerations, current or historical context, and the role that names of facilities contribute to the school district's presence in the community. Also recognized is the role played by the name of a facility in assisting employees, students, and visitors to orient themselves.

B. Names must not be in conflict with the district's mission and vision. The long-term effects of the name must be considered. In the case of a name change, the facility staff and families must be notified of the naming process.

C. The naming committee shall keep notes and records of all discussions and methods used to determine name recommendations and recommendations will be sent to the Superintendent for consideration.

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V. ~~Name Changes/Re-Naming~~ NAME CHANGES/RE-NAMING

Once a facility is named, that name will remain with the facility unless changed or removed by the school board. Names will be changed using the same process outlined above. Names may be changed when the specific program or theme for which the facility was named changes, when the current name no longer supports the objective of the facility, or due to additions or renovations to an existing facility. Names may be removed at the discretion of the school board.

VI. ~~Granting Naming Rights~~ GRANTING NAMING RIGHTS

The District may agree to recognize contributions by granting naming rights to facilities and spaces owned by the district. Granting naming rights may be exclusive to a facility or space, or may be conjunction with an existing name already in use.

A. Spaces for which naming rights may be awarded:
   a. Auditoriums/Theaters
   b. Gymnasiums
   c. Libraries
   d. Gardens/Walks
   e. Athletic Fields/Facilities
   f. Concessions/Locker Rooms
   g. Other areas as approved by the school board

B. The Business Services office will engage a naming rights process outlined in this policy whenever a recommendation for any naming rights is submitted to the district, or if the district solicits requests for available naming rights opportunities in the district.

C. Each granting of naming rights is bound by a written agreement defined by this policy and all other applicable board policies.

VI. ~~Naming Rights in Consideration~~ NAMING RIGHTS IN CONSIDERATION

The school district may grant naming rights in consideration to recognize contributions made to the district. The contribution may be a financial contribution, sponsorship or the provision of equipment, materials, land or services. These contributions are at the discretion of the school district.

VII. ~~Naming Rights in Recognition~~ NAMING RIGHTS IN RECOGNITION

A. The school district may grant naming rights in recognition to recognize contributions to the district that were not contributed to the district for the purpose of receiving naming rights. Naming rights for these contributions are at the discretion of the school district.

B. One of the following criteria must be met for granting naming rights in recognition:

1. Recognition of outstanding service to the school district while serving in an academic or administrative capacity or outstanding service to the Duluth community; or

2. Recognition of the achievements of distinguished alumni; or

3. Recognition of a generous financial or other contribution from a donor (be it by way of donation, bequest, sponsorship, etc.), such being voluntary and not rendered in consideration of granting of naming rights.

VIII. ~~Process for Granting Naming Rights~~ PROCESS FOR GRANTING NAMING RIGHTS

The Business Services office will engage in the following processes to grant naming rights.

A. Upon request or solicitation of naming rights to a space or facility, the Business Services department will engage by notification on the District web site and through other media messaging that naming rights requests are open for submission.

B. Naming rights that include a financial contribution, sponsorship, or a provision of services or materials will be reviewed for reasonable valuation by Business Services. Naming rights in recognition being considered will be confirmed to meet standards set out in this policy.

C. Business Services will create a "Naming Rights Agreement" and submit to the Superintendent to make a recommendation to the school board. The Naming Rights Agreement should include, but are not limited to, the following:

a. Duration of Naming Rights. The duration of naming rights is decided or negotiated on a case-by-case basis.

b. Physical display of the naming rights is decided or negotiated on a case-by-case basis. In the case of buildings, the physical display of the naming rights will take into account the identification of the school district and opportunities offered by that building for the district. All displays must conform with zoning and other municipal regulations.

c. When "naming rights in recognition" is awarded, plaques may, with the approval of the Superintendent and manager of facilities, be installed in buildings.

d. "Naming rights in consideration" may be transferred by mutual agreement between all parties. "Naming rights in recognition" may not be transferred. e. Naming rights may be renewed by mutual agreement between all parties.

D. Limit of Naming Rights

a. On the Part of the District

The school district's right to use the name and other brand elements of the named party is permitted by express agreement with the named party.

b. On the Part of the Named Party

The named party, after whom a facility or space is named, has no decision making rights as to the purpose of the facility or space unless specifically provided for in the written agreement between the parties. The school district will not agree to any condition in an agreement that could unnecessarily limit progress toward the district's mission and purpose, statutory obligations, or the local authority of the school board. In turn, the named party has no liability in respect of that facility or space unless provided for in a specific contract between the parties. Any such limits must be included in any naming rights' agreement.

E. Termination of Naming Rights

In addition to any remedies for breach of the written agreement granting naming rights, the parties may terminate a naming rights agreement in advance of the scheduled termination date under the following conditions:

a. Termination by the District

The school district reserves the right, at its sole discretion, to terminate the naming rights without refund of consideration, prior to the scheduled termination date, should it feel it is necessary to do so to avoid the district being brought into disrepute.

b. Termination by the Named Party

The named party may, without refund of consideration, at it sole discretion, terminate its acceptance of the naming rights prior to the scheduled termination date, in the event that the school district directly brings the named party into disrepute.

First Reading: ~~April 27, 2021~~ 04.27.2021
Adopted: **~~May 18, 2021~~ 05.18.2021**
Reviewed:

4000 GENERAL HUMAN & COMMUNITY RESOURCES & RELATIONS POLICY

Personnel employed by the School District constitute the most important resource for effectively conducting a quality learning program. The goals of the School District's program for Human and Community Resources and Relations shall be:

1. To develop and implement those strategies and procedures for personnel recruitment, screening, and selection which will result in employing the best available candidates.
2. To establish conditions which will attract and retain, for all positions, the highest qualified personnel who will devote themselves to the education and welfare of all pupils.
3. To develop general employment strategies consistent with collective bargaining agreements for maximum contribution to the learning process and to utilize them as the primary basis for determining staff assignments.
4. To develop a climate in which optimum staff performance, morale, and satisfaction are produced.
5. To provide guidelines for compensation and benefits as well as other provisions for staff welfare.
6. To develop and utilize personnel evaluation processes which contribute to the improvement of both staff capabilities and the learning program.
7. To propagate a vigorous and planned effort to encourage all employees regardless of race, creed, color, national origin, age, physical impairment, or sex to find vital, satisfying, and productive job fulfillment at all levels of the organization.

Human and Community Resources and Relations policies shall apply to all employees of the School District and are limited in their application only as collective bargaining agreements may contain provisions differing from the policies.

Adopted: 06-09-1970 ISD 709
Revised: 12-11-1979
06-20-1995 ISD 709

4005 SCHOOL DISTRICT EMPLOYEES (IDENTIFICATION)

School District employees are identified as either providing classified services or licensed services.

Classified employees (secretaries, educational assistants, custodians, engineers, maintenance workers, technical service employees, non-licensed administrators) do not require a teaching or administrative license.

Licensed employees (superintendent, principals, directors, teachers, nurses, counselors, librarians, other instructional personnel) are those required to hold a current license by the State Department of Education.

Adopted: 06-09-1970 ISD 709
Revised: 12-11-1979
06-20-1995 ISD 709

4025 STANDARDS OF CONDUCT FOR PERSONNEL

Public confidence in the integrity and objectivity of all employees is an essential ingredient for the effective operation of the School District. Employees of the School District are entrusted with the welfare, property, security, and safety of the citizens they serve. Therefore, a need exists for standards of conduct applicable to all employees of the School District to ensure that the integrity of the School District is preserved.

Employees should pursue a course of conduct that does not violate public trust. Each employee should be aware that adherence to high ethical standards is vital to the successful performance of the individual's specific job in the school district. The public must be assured that no conflict exists between private interests and the official duties of employees of the School District.

The following standards shall apply to all employees of the School District:

1. Employees of the School District shall not accept other employment, temporary/part-time, or engage in private enterprises which will impair their independence of judgment in the exercise of School District duties. In evaluating the appropriateness of accepting other employment or operating a business, the employee shall consider the implied as well as a real conflict of interest. If an employee questions the propriety of other employment, he or she should consult his/her superiors for advice.

2. Employees shall not advertise, promote, or attempt to sell any article, investment, insurance, or other financial proposition to any person or business he/she supervises or inspects in the normal course of employment with the School District.

3. Employees shall not accept or agree to accept any compensation, reward, or gift for any service, advice, or assistance on matters related to School District employment with the following exceptions:

    a. employees who accept student teacher placements from teacher preparation institutions may accept an honorarium or stipend from that respective institution and
    b. in the event that a co-curricular or extra-curricular activity cannot take place due to a lack of officials or judges, a coach or advisor of a participating Duluth School District team or group may officiate or judge and be compensated for that service.

4. Employees should endeavor to pursue a course of conduct which will not raise suspicions among the public that they are likely to be engaged in acts that are in violation of the public trust. Each employee should remain conscious that the appearance as well as the reality of high ethical standards is vital.

5. Employees should not involve themselves in substantial outside employment beyond their normal work day during periods of time when they are not on vacation or leave of absence which would impair their ability to satisfactorily carry out their job-related responsibilities to the School District, impair their ability to provide for the safety of children to which they are in charge, or adversely affect the safety of co-employees.

Adopted: 06-09-1970 ISD 709
Revised: 05-10-1977
12-11-1979
08-09-1983
07-19-1994
06-20-1995
03-16-1999 ISD 709

4030 CONSULTANT SERVICES PERFORMED BY EMPLOYEES

Both the School District and the employee benefit when another school system, governmental unit, or other organization request that an employee of the School District be engaged as a paid consultant. Requests by staff members for professional leave to serve as consultants should generally be approved as long as the absence from the School District is reasonable.

A staff member who performs consultant service which is related to his/her educational expertise and/or job responsibility shall not accept an honorarium for such service, if said service is performed while on approved (paid) professional leave from the School District. An honorarium or pay may be accepted for such service if:

1. The employee performs such service while on vacation or unpaid leave.
2. The time required to perform the consultant service causes the employee to work a longer than normal work day. In this case, he/she may retain a dollar amount not to exceed one-third of the employee's daily rate of pay. The amount of honorarium in excess of one-third of one's daily rate of pay shall be deposited with the School District.

In all other cases, any honorarium or pay for consultant services shall be deposited with the School District. Such receipts may be utilized to promote the School District's program with which the employee is most directly involved.

Adopted: 02-10-1981 ISD 709
Revised: 06-20-1995 ISD 709

4045 RECRUITMENT, SELECTION, AND ASSIGNMENT OF PROFESSIONAL PERSONNEL

1. Recruitment and selection of staff shall be the responsibility of the Superintendent of Schools.

2. Excellence of educational preparation, appraisal of professional ability and likelihood of future development, general suitability for the particular position to be filled, the ability to relate effectively to students from a diverse population and employment and assignment goals for protected class employees shall be the most important criteria.

   General suitability shall be appraised in terms of character, professional attitude, enthusiasm, ability to communicate, special competencies related to the position, and personal motivation. Qualifications, and not patronage or nepotism, shall determine who shall be employed.

3. The School District shall not discriminate in favor of or against applicants or employees because they are related by blood or marriage to employees of the School District.

4. Consistent effort shall be made to keep the faculty of each school and the School District reasonably balanced taking into consideration:
   a. colleges or universities providing education/training
   b. experience in professional education
   c. spread of ages
   d. gender
   e. racial backgrounds
   f. job market supply and demand

5. All starting salaries and wages shall be set in accordance with the established salary schedules.

Adopted: 06-09-1970 ISD 709
Revised: 07-07-1970
11-27-1973
04-17-1977
01-09-1979
03-11-1980
03-10-1987
06-20-1995 ISD 709

4045R RECRUITMENT, SELECTION, AND ASSIGNMENT PROCEDURES

Job Qualifications

1. Each position will be clearly defined and described with job specifications and qualifications prior to seeking a person to fill the position.
2. Minnesota Department of Children, Families & Learning licensure for teaching and evidence of basic qualifications are to be regarded as minimum considerations for employment as a teacher.
3. The School Board may establish minimum and desirable job qualifications for persons assuming licensed positions if such qualifications are to call for more than a license issued by the Minnesota Department of Children, Families & Learning.
4. Where a screening process is required, an overall grade point average of at least 2.50 on a 4.00 scale for all collegiate courses is required for consideration as a teacher in the School District.
5. Teachers employed in grades 7-12 must have an academic major in any subject area in which they teach more than half time. For subjects taught less than half time, the teacher is required to hold at least an academic minor as otherwise required by the Minnesota Department of Children, Families & Learning, whichever standard is higher.

Hiring Process

The Director of Human Resources will be responsible for managing employment procedures. Well qualified candidates will be recruited to fill vacancies after the application of existing transfer procedures has been completed.

Job descriptions on file in the Human Resources Office shall include specifications and qualifications which provide basic guidelines including a requirement for sufficient training, experience, and general suitability to enable the School District to employ competent, qualified persons but shall not be so restrictive to exclude protected class applicants. Job descriptions shall be written by the appropriate administrator(s) and reviewed by the Director of Human Resources.

Advertisement of vacancies shall be the responsibility of the Director of Human Resources. Notices of vacancies shall be published in all or some of the following areas:

Statewide, including Duluth, Minneapolis, St. Paul
Upper Midwest, including Chicago, Des Moines, Detroit, Madison, Milwaukee
University Placement Agencies
Local Minority Organizations
School District Internet website and other relevant Internet website(s)

If recruiting in the foregoing agencies or locations does not produce a satisfactory number of candidates, the recruiting area shall be expanded until a sufficient number of candidates, including candidates from protected classes, are identified. The recruitment process shall

attempt to generate candidates in identified job categories every year.

The Human Resources Office will determine which applications are complete and meet minimum qualifications and are, therefore, appropriate for screening. An initial screening will be completed by a committee appointed by the appropriate administrator, with the approval of Director of Human Resources. The screening committee will consist of at least two persons. For the purpose of screening internal transfer and assignment requests, the appropriate administrator and Director of Human Resources will be the interview team. Otherwise, the initial screening committee will assign each application a point total based upon criteria established by the Superintendent which will include, when appropriate, a graduated scale of points for college grade point average. Except for internal transfer and assignment requests, screening will take place throughout the year with appropriate updating of the active list following each screening. Those applicants with the highest point totals will be considered the active list from which candidates for interview are selected. The number of applicants on the active list will be three (3) times the number of anticipated yearly vacancies in the licensure field in K-6 and five (5) times the number of anticipated yearly vacancies in other licensure areas. The administrator responsible for the position will review the screened list to determine those applicants (usually 3-6) to be interviewed for a particular vacancy based upon building and School District needs. The interview committee (usually four people) will be appointed by the principal or other supervisor with approval of the Director of Human Resources. Usually the principal or supervisor will serve as the chairperson of the interview committee with other members representing community and/or staff. Only if the incumbent for the position has been promoted to supervise the position may he/she be a member of the interview committee when selecting her/his replacement.

Efforts will be made to include protected class members in the screening/ interviewing process by establishing a pool of qualified volunteers from the protected classes willing to assist in the process.

The chairperson of the interview committee will be responsible for developing a set of questions to be asked during the interviews. The Director of Human Resources will be responsible for reviewing the proposed interview questions and scheduling the candidates for interview.

During the interview, interview committee members will assess the candidate's qualifications and acceptability for the position. After each interview, time will be allowed for interview committee members to record notes on the candidate. Each interview committee member will keep notes and records of each interview. The chairperson of the interview committee will complete at least two telephone references to confirm the qualifications of the top rated candidate(s) and prepare a recommendation that reflects the committee's findings. The recommendation will be submitted to the Director of Human Resources for review and processing. If no candidate interviewed is recommended, further search for an acceptable candidate will be made.

The rating sheets from each interview committee member and set of questions asked in the interview will be kept in the Human Resources Office for each position posted.

Interview committee members are expected to maintain confidentiality with regard to discussion carried on during the interview process. No interview committee member will discuss the interviews with applicants, candidates, or others outside the selection process.

The Human Resources Office will notify all candidates of the recommendation of the interview committee and submit the name of the recommended candidate to the Superintendent for consideration and approval/disapproval.

The Director of Human Resources and the Superintendent will concur on each proposed salary or wage to be paid prior to recommending the candidate to the School Board for final action.

Travel Expenses Associated With Pre-Employment Interviews

Expenses incurred by an applicant associated with interviewing may be reimbursed to the applicant by the School District with approval of the Superintendent. Upon completion of travel, the applicant will submit an itemized statement of any transportation and lodging expenses, including receipts, for approval by the Director of Human Resources.

Changes in Assignment

1. In keeping with his/her responsibilities, each principal or head of a unit in the School District shall share in the selection and assignment of school personnel whose work he/she will supervise.

2. Enrollment changes, late and unexpected loss of staff members and other exigencies, occasionally force transfers of employed personnel to assignments other than what was planned earlier.

Review of Regulation

These regulations will be reviewed by a committee representing certified staff, administration and the Human Resources Office every three years. Following the review, a report shall be made to the Human Resources Committee of the School Board.

Adopted: 07-28-1987 ISD 709
Revised: 01-16-1990
06-20-1995
05-15-2001 ISD 709

4060 PERSONNEL RECORDS

Personnel records shall be kept on all employees and shall include the following items applicable to the position:

1. Licensure status and copies of all licenses.
2. Official college transcripts.
3. Credentials from college, university, or private placement bureaus (if available and appropriate).
4. Employee evaluations.
5. Other related materials including communications of a positive or negative nature concerning the employee may be placed in an employee's personnel file by the employee's supervisor. An employee shall be furnished a copy of any derogatory material entered into the personnel file if (a) the material does not contain his/her signature or (b) a copy has not already been given the employee.
6. It shall be the responsibility of the individual employee to furnish to the Assistant to the Superintendent for Human and Community Resources and Relations official transcripts for any courses completed after the employee's initial employment with the School District. This includes official transcripts necessary to effect any change in the employee's placement on the salary schedule adopted for any given year.

All materials received for inclusion in a personnel file shall be stamped with date received for filing. A record shall be maintained in each personnel file of the date, names of persons outside the Human and Community Resources and Relations Office inspecting a file, and reason for such inspection.

The various data elements retained within personnel files shall be classified pursuant to M.S. 15.162 to 15.168:

1. Employees shall have the right to inspect their own personnel files upon written request as provided by M.S. 125.17, Subd. 12. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. The School District may destroy any material contained in personnel files as provided by law.
2. All evaluations shall be reviewed with the employee by his/her supervisor prior to filing. The employee shall be requested to sign the evaluation to indicate that he/she has reviewed the same and be given a copy upon request. Failure to sign the evaluation report, however, in no way detracts from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and employee so evaluated shall be informed.
3. Official grievances and/or complaints filed by any employee under the grievance procedure shall not be placed in the personnel file of the teacher nor shall such a grievance become a part of any other file or record utilized in personnel assignments nor shall it be used in any recommendations for personnel assignments.

Personnel records of all deceased, retired, or resigned employees shall be retained for ten years, after which time they may be microfilmed and destroyed.

Adopted: 06-09-1970 ISD 709
Revised: 08-09-1977
07-12-1983
06-20-1995 ISD 709

4075 EVALUATION OF PROFESSIONAL STAFF

Teaching involves a constant stream of professional decisions that affect the probability of learning. These decisions are made and implemented before, during, and after interaction with the student. Teaching, the most important element in an educational program, is recognized as both a science and an art which needs to be formally evaluated.

Evaluation of teaching should serve three purposes:

1. To raise the quality of instruction delivered to students.
2. To raise the standard of the teaching profession as a whole.
3. To aid the individual teacher to grow professionally by providing reinforcement and instruction.

The School Board delegates to the professional staff the responsibility of developing and organizing an effective evaluation program.

Adopted: 06-09-1970 ISD 709
Revised: 08-09-1983
10-09-1984
06-20-1995 ISD 709

4085 TENURED TEACHER EVALUATION

Philosophy

The School Board and the professional staff recognize that the primary goal of the School District is student learning and development. In order to reach this primary goal, a plan has been designed by which teacher performance will be monitored, developed, and continually updated.

Purpose

The primary purposes of the Teacher Evaluation Process are:

1. To promote student learning and development.
2. To enhance teacher effectiveness by encouraging initiative and creativity in curricular implementation and instructional support.
3. To reinforce and commend effective instruction and instructional support.
4. To develop effective communication and mutual respect between teachers and administrators involved in the process.

Process

In order to accomplish these purposes, the Tenured Teacher Evaluation Process incorporates a system which includes the following components:

1. A yearly Goal Setting and Review Process in which staff members will work toward achieving professional goals mutually agreed upon by the teacher and the principal or supervisor.
2. A Comprehensive Evaluation completed by the principal or supervisor once every three years to observe teaching and/or professional support skills and outcomes using a set of pre-determined criteria.

Goal Setting and Performance Review

All tenured staff members will participate in the Goal Setting and Performance Review annually. The teacher and principal or supervisor should discuss and select a goal or goals representing mutual agreement. All goals should be: (1) challenging, (2) stated precisely, (3) stated in measurable terms including outcome statements, and (4) designed to include a time-line for accomplishment.

The following two steps are involved in the Goal Setting Process.

1. An Initial Conference between the teacher and the principal or supervisor will be held during the early part of the school year. The statement(s) of the goal(s), the steps involved in achievement, and recommended time-line should be determined.
2. A Subsequent Conference will be held during the latter part of the school year at which time the teacher and the principal or supervisor will record their evaluations of the achievement of the goal(s).

Comprehensive Evaluation

1. Tenured staff will participate in the Comprehensive Evaluation a minimum of once every three years on a rotating basis established by the Superintendent.
2. The principal or supervisor has the prerogative to evaluate teachers more frequently if a need arises, and teachers may request to be evaluated more frequently.

A variety of methods will be used to observe and evaluate the teacher relative to the Comprehensive Evaluation. The Comprehensive Evaluation shall be based upon the following criteria:

1. Planning/Preparation
2. Providing Instruction and/or Instructional Support
3. Management and Organization
4. Adherence to Policies and Procedures
5. Rapport with Students, Parents, Colleagues, Administrators and Other Staff
6. Communication Skills
7. Professional and Personal Characteristics

Personnel Evaluated

All persons in licensed staff positions in the School District come under the Teacher Evaluation Process, with the exception of administrative staff covered under Administrative Evaluation. Non-tenure teachers will participate in the Comprehensive Evaluation three times a year.

Principals and supervisors are responsible for the evaluation of staff assigned to them. Administrators who share the responsibility of staff members will jointly prepare their evaluations.

Record Keeping

1. All records pertaining to the Comprehensive Evaluation Process will be maintained in the Human and Community Resources and Relations Office.
2. The teacher may request to see his/her personnel file.
3. The teacher will be requested to sign the Comprehensive Evaluation Report as an indication that he/she has reviewed same.
4. All records pertaining to goal setting will be kept in the principal's/ supervisor's working files.
5. Copies of all documents related to goal setting and the Comprehensive Evaluation will be provided to the teacher upon request.

Adopted: 06-10-1975 ISD 709
Revised: 01-11-1977
08-09-1983
06-11-1985
06-20-1995 ISD 709

4090 ADMINISTRATOR EVALUATION

Philosophy

The School Board and the professional staff recognize that the primary goal of the School District is student learning and development. The most important responsibility an administrator has as an instructional leader is performance evaluation. To be done adequately, it requires a considerable amount of time, and this time commitment should be understood and made from the beginning.

Purpose

The primary purpose of the Administrator Evaluation process is the improvement of instruction.

Assumptions

The basic assumptions related to the need for an Administrator Evaluation system are:

1. Administration is a valuable and necessary function in the School District.
2. Administration is a supportive function.
3. Each administrator brings to the School District areas of strength and areas where growth and development will improve his/her effectiveness.
4. The instructional staff needs to be formally evaluated and administrators should understand the need to be evaluated.
5. Periodic comprehensive evaluation of all personnel is necessary if planned change and improvements are to take place.

Process

The Administrator Evaluation system incorporates the following components:

1. A yearly Goal Setting and Review Process in which the administrator will work toward achieving professional goals mutually agreed upon by the administrator and his/her supervisor.
2. A Comprehensive Evaluation once every two years using a set of pre-determined criteria.

Goal Setting and Performance Review

All administrators will participate in the Goal Setting and Performance Review annually. The administrator and his/her supervisor should discuss and select a minimum of two goals representing mutual agreement. The goal(s) should relate to the administrator's professional duties and the School District's goals. All goals should be (1) challenging, (2) stated precisely, (3) stated in measurable terms, and (4) designed to include a time-line for accomplishment.

The Superintendent shall be annually evaluated by the School Board.

The following two steps are involved in the Goal Setting Process:

1. An Initial Conference between the administrator and his/her supervisor will be held during August or September. The statement(s) of the goal(s), the steps involved in achievement, and the recommended time-line should be determined.
2. A Subsequent Conference will be held in May or June at which time the

administrator and his/her supervisor will record their evaluations of the achievement of the goal(s).

Comprehensive Evaluation

1. Administrators will participate in the Comprehensive Evaluation a minimum of once every two years.

2. The supervisor has the prerogative to evaluate administrators more frequently if a need arises, and administrators may request to be evaluated more frequently.
A variety of methods will be used in observing and evaluating the administrator relative to the Comprehensive Evaluation. The Comprehensive Evaluation shall be based upon the following criteria:

1. Instructional Leadership
2. Administration and Supervision
3. Relationship to Other Administrators
4. Relationship to Staff
5. Relationship to students
6. Relationship to community
7. Professional characteristics
8. Personal characteristics

Record Keeping

1. All records pertaining to the Administrative Comprehensive Evaluation Process will be maintained in the Human and Community Resources and Relations Office.
2. The administrator may request to see his/her personnel file.
3. The administrator will be requested to sign the Comprehensive Report as an indication that he/she has reviewed same.
4. All records pertaining to goal setting will be kept in the working files of the administrator's supervisor.
5. Copies of all documents related to goal setting and the Comprehensive Evaluation will be provided to the administrator upon request.

Adopted: 06-10-1975 ISD 709
Revised: 01-11-1977
08-09-1983
06-11-1985
06-20-1995 ISD 709

4095 STUDENT TEACHERS

The Superintendent is authorized to enter into formal agreements with nearby teacher training institutions to place student teachers in the schools and arrange for appropriate contracts to cover the process of placements and honorariums to supervising teachers. A student teacher shall not be assigned to work with a teacher without the consent of the teacher and approval of the principal.

Only tenured teachers may serve as supervising teachers to student teachers, and only one student teacher may be assigned to a supervising teacher during a school year. Any exceptions to the assignment of student teachers must be authorized by the Superintendent or his/her designee.

Adopted: 06-09-1970 ISD 709
Revised: 08-09-1983
06-20-1995 ISD 709

4100 EXCHANGE TEACHERS

Teachers who wish to become involved in a teacher-exchange program should make their interest known to the Superintendent who will make a recommendation to the School Board based on what he/she believes to be in the best interest of students and the teacher.
A teacher subsequently approved to participate in an exchange program shall be entitled to all privileges and benefits of a regular teacher.

If the salary of the teacher on exchange is paid by the School District, the necessary deposits to the Duluth Teachers' Retirement Fund must be paid in the calendar year when they are due. If the salary is not paid by the School District, the exchange teacher may receive a year of credit into the Retirement Fund if the required deposits are paid by the teacher in the calendar year in which they are due.

Adopted: 06-09-1970 ISD 709
Revised: 08-09-1983
06-20-1995 ISD 709

4105 JOB SHARING

Tandem teaching is defined as the practice of assigning two (2) teachers to fill one (1) full time position, each working one (1) semester. As an alternate, each teacher could work four (4) hours per day for thirty-eight (38) weeks. Other reasonable plans may also be considered. Applications for tandem teaching must be made by May 15.

The following conditions shall be reviewed by the School Board prior to approving tandem teaching assignments:

1. The instructional program is not adversely affected.
2. That a qualified and properly licensed replacement can be employed to fill the vacancy created by the tandem teaching assignment.
3. A teacher on probation or substitute status shall not be eligible for a job sharing position.
4. Selection of teachers to fill the vacancy created by the tandem arrangement shall be made pursuant to terms of the bargaining agreement between the School Board and the Duluth Federation of Teachers.
5. A teacher who is on layoff status or is subject to layoff will not be eligible to assume a job sharing arrangement unless the School Board can be assured that the job sharing relationship will remain intact for the entire school year.
6. Participating teachers will receive one-half (½) of the contract salary he/she would receive for a thirty-eight (38) week period. In addition, all monetary and non-monetary fringe benefits shall be provided consistent with the terms of the collective bargaining agreement except:
   a. life and long term disability coverage shall be discontinued during any semester in which the teacher does not work;
   b. salary shall not be paid in advance of work performed;
   c. health insurance shall be paid for both participants for a full yearprovided the total salary paid both teachers working on a half (½) time basis will be the same or less than employing one of the teachers on a full time basis. Alternatively, where insufficient savings exists in one (1) tandem teaching arrangement, health insurance may still be provided if the savings of the group (all approved tandem teaching arrangements) is sufficient to provide coverage of individual arrangements. Should the savings not exist, the least senior teacher may, if he/she so elects, remain in the School District's hospitalization group provided he/she pays all quarterly premiums in advance to the school district.

Teachers accepting a tandem teaching assignment may not discontinue the assignment during the school year unless the School Board approves such discontinuance. In accepting and agreeing to a tandem teaching assignment, the teacher does not relinquish his/her tenure right to reinstatement to a full position or the extent of contract he/she worked prior to the tandem teaching assignment.

Adopted: 04-13-1982 ISD 709
Revised: 03-08-1983
04-17-1984
05-14-1985

06-10-1986
06-20-95 ISD 709

4115 PROFESSIONAL LEAVES (WITH PAY)

Professional leaves, usually a day or two duration, may be granted to individual staff members from the allocation of professional days provided to each school or department at the beginning of each year by the Superintendent or his/her designee. Individual teachers may apply for the use of these professional leave allocation days through their respective supervisors with final approval of the appropriate administrator.

A maximum of ten (10) days leave may be granted each teacher per school year. Requests for additional leave days will require approval by the Superintendent.

Adopted: 09-09-1980 ISD 709
Revised: 06-20-1995
09-16-1997 ISD 709

4120 CONTRACTUAL LEAVES (WITHOUT PAY)

Leaves involving military, child bearing/child rearing, organizational, study, or medical shall be administered in compliance with the collective bargaining agreement of the unit to which the employee is a member.

Adopted: 09-09-1980 ISD 709
Revised: 06-20-1995 ISD 709

4125 OTHER LEAVES OF ABSENCE (WITHOUT PAY)

Long Term Leaves

Long Term Leaves not specifically identified in an employee's collective bargaining agreement may be granted under the following conditions/circumstances:

1. An employee must have served four (4) consecutive years in a licensed professional capacity in the School District to qualify for a leave of one (1) school year. At the discretion of the School Board, a long term leave may be extended up to a maximum of one (1) additional year provided the extension meets the requirements of 3, 4, 5, and 6 of this section.
2. A second leave request shall not be considered until four (4) consecutive years or more have elapsed following the conclusion of the preceding long term leave.
3. The staff member must be working at least one-half (½) time or more during the preceding school year or, if on leave, when last employed by the School District in a tenured capacity.
4. Requests for leave must be submitted to the Director of Human Resources by April 15 of the year preceding the school year in which the leave is requested.
5. A leave shall not be recommended unless a properly licensed and otherwise qualified replacement is available.
6. Assurances are provided by both the employee and supervisors prior to granting the leave that disruption to the educational process will not take place by virtue of granting the leave.

Short Term Leaves

After an employee has completed three (3) consecutive years in a licensed position in the School District, the employee may request a leave without pay for up to two (2) consecutive weeks for reasons which are important to the employee or his/her immediate family provided the following conditions exist:

1. The need for the absence cannot be accommodated during non-working days.
2. A properly licensed and otherwise qualified substitute is available.
3. The leave is not being requested to extend a holiday or recess period within the school year.
4. A second short term leave is not approvable until four (4) consecutive years or more have elapsed since the conclusion of the first leave.
5. Assurances are provided by both the employee and supervisors prior to granting the leave that disruption to the educational process will not take place by virtue of granting the leave.

Religious Observance Leaves of Absence

Classified and certified employees may be granted leave of absence for religious observances when such observations occur on a school day and where the opportunity to participate in such observances does not occur at times outside the regular work day. Such absence shall be without pay except where the employee has accumulated annual vacation or personal leave, and in that case such day/half-day religious observance shall be charged against the accumulated annual vacation or personal leave of the employee.

Employees who are entitled to personal leave days through their collective bargaining agreements may elect to take time off without pay for religious observance so as to conserve personal leave days for other purposes.

Adopted: 06-09-1970 ISD 709
Revised: 07-18-1978
12-12-1978
09-09-1980
08-09-1983
03-14-1989

4130 MID-CAREER LEAVES OF ABSENCE

Within the discretion of the School Board, mid-career leaves of absence without pay may be granted to employees of the school district defined as "teachers" as provided in M.S. 125.03, Subd. 1, excluding superintendents, who desire to change their occupation or enter a full time program of study leading directly to securable employment outside public school education or administration. "Change in occupation" as referred herein shall mean employment of a permanent nature, other than that to which they are licensed to perform in a public school, and the employment which they have secured is ostensibly long term and continuous in nature. It is not the intent of this policy to allow leaves for medical, or other reasons beyond which is already provided in the collective bargaining agreement of the bargaining unit to which the employee is a member of otherwise provided in the Policies Regulations, By-laws of Independent School District 709.

The following guidelines shall also apply to such leaves:

1. The teacher must be a permanently assigned full-time employee of the district at the time application for the leave is made. Additionally, the employee must have completed at least five (5) years of full time (or the equivalency of same) service to the district and have at least ten (10) years of TRA, DTRFA, STPTRFA or MTRFA covered allowable service in the State of Minnesota. Furthermore, leave may not be granted to employees in licensure areas wherein the district is experiencing difficulties in recruiting replacements.

2. The leave request shall not be less than nor more than three (3) years. Within the discretion of the School Board, leave may be extended on an annual basis up to a maximum of two additional years. In order to qualify for extension of the leave, the teacher must request such extension in writing before February 1 and provide written reasons for requesting an exception to this policy.

3. The leave shall be granted only once per employee.

4. A teacher on such a leave shall advise the School Board of his/her intention to return before February 1 in the school year preceding the school year in which he/she wishes to return. Furthermore, should the teacher make any change in occupation or course of study from that upon which the initial request for leave was granted at any time during the leave, the teacher's leave shall expire on the following February 1 subsequent to such change. In the event the teacher makes any such change, the teacher may resubmit a request to the School Board before February 1, and the Board may either reaffirm the leave pursuant to the guidelines of this policy for the remaining period of the initial leave or reinstate the teacher to a position at the beginning of the next school year as provided in paragraph 5 below. Should the teacher's employment or study cease for any reason, the teacher must notify the School Board of the same within thirty (30) days subsequent to such cessation. The Commissioner of Education shall be notified in writing whenever a teacher who was granted a leave prior to 7/1/84 returns to teaching from a leave.

5. Right of reinstatement shall be to a position for which the teacher is licensed as of February 1 preceding the school year in which reinstatement is sought, unless the teacher is discharged or placed on unrequested leave of absence pursuant to M.S. 125.17 while on leave. A teacher failing to notify the School Board of his/her intent to be reinstated to the employment of the school district by February 1 of the final year of the leave which was granted shall result in the teacher's loss of seniority and continuing contract rights, unless the teacher was placed on unrequested leave of absence while on a mid-career leave of absence, in which case, the School District shall adhere to the terms, if any, of the collective bargaining agreement to which the teacher is a member.

6. A teacher shall retain seniority and continuing contract rights without interruption during the period of leave.

7. Years spent by a teacher on such leave of absence shall not be included in the determination of his/her salary upon his/her return to teaching in the School District.

Adopted: 07-18-1978 ISD 709
Revised: 09-09-1980
03-08-1983
04-17-1984
05-14-1985
06-20-1995 ISD 709

4135 CLASSIFIED PERSONNEL

Recruitment, Selection, and Appointment

1. Recruitment and selection of classified staff shall be the responsibility of the Superintendent.
2. Those candidates best qualified for a position will be selected for permanent positions. Appropriateness of educational preparation, appraisal of professional ability and likelihood of future development, general suitability for the particular position to be filled, the ability to relate effectively and with sensitivity to students and staff from a diverse population, and employment and assignment goals for protected class employees shall be the most important criteria. Qualifications, and not patronage or nepotism, shall determine who shall be employed.
3. The School District shall not discriminate in favor of or against applicants or employees because they are related by blood or marriage to employees of the School District.
4. All starting salaries and wages shall be set in accordance with the established wage and salary schedules.

Adopted: 03-14-1989 ISD 709
Revised: 06-20-1995 ISD 709

4135R CLASSIFIED PERSONNEL PROCEDURES

Employment Process

The Assistant to the Superintendent for Human and Community Resources and Relations is responsible for managing employment procedures. Existing transfer/promotion provisions of appropriate unit contracts shall be fulfilled before outside candidates are recruited or considered. Regulations outlined below will apply as much as possible to the selection process for internal transfer/promotion. Strong efforts will be made to include at least one minority representative and provide for gender balance on all screening and interviewing committees.

Job Qualifications

Position requirements will be clearly defined and on file in the Human and Community Resources and Relations Office. Job descriptions shall include non-discriminatory specifications and qualifications which provide basic guidelines which include requirements for sufficient training, experience, and general suitability to enable the school district to employ competent, qualified persons.

Recruitment of Candidates

Advertisement of vacancies shall be the responsibility of the Administrator of Non-Certified Employees. Applicants may be recruited through referrals from Job Service, through advertisements in the local or other appropriate newspapers, and through referrals from the minority community.

Screening

The Human and Community Resources and Relations Office will determine which of the applications received by the district are complete and meet minimum qualifications and are, therefore, appropriate for screening. Screening will be done by a committee of at least two persons. The committee will assign each application a point total based upon the requirements of the job description and the needs of the particular position. Applicants with the highest point totals will be considered for interview.

Interviewing

The interview team will usually consist of four people and will be appointed by the appropriate administrator with approval of the Contract Administrator. The administrator will serve as the chairperson of the interview committee and will also be responsible for developing a set of questions to be asked during the interview. (These questions should be reviewed before the interviews by the Contract Administrator.) The Contract Administrator is responsible for scheduling the candidates for interview. Only if the incumbent for the position has been promoted to supervise the position may he/she be a member of the interview team when selecting his/her replacement.

During the interview, the committee members will assess the candidate's qualifications and acceptability for the position. After each interview, time will be allowed for committee members to record notes about the candidate. The chairperson will complete at least two telephone employment reference checks (with appropriate forms supplied by Human and

Community Resources and Relations) to confirm the qualifications of the top-rated candidate(s), and prepare a recommendation that reflects the committee's findings. The recommendation will be submitted to the Contract Administrator. If no candidate interviewed is recommended, further search for an acceptable candidate will be made.

The rating sheets from each committee member and a set of questions asked in the interview will be reviewed and kept in the Human and Community Resources and Relations Office. Committee members are expected to maintain confidentiality with regard to the screening and interviewing processes. Committee members will not discuss the screening or interview process with interviewees, candidates, or any others outside the selection process.

The Human and Community Resources and Relations Office will notify all candidates of the recommendation of the committee and submit the recommendation to the Superintendent for consideration and referral to the School Board. Wage will be determined according to the appropriate unit's contract provisions.

For positions with a high incidence of hiring, the Human and Community Resources and Relations Office may choose to complete a selection process on a periodic basis.

Applications in these cases will be screened, points totaled, and a list established from which hiring may be done at any time during the period. Efforts will be made in the future to apply the guidelines herein to those positions classified as hourly/temporary/part-time, thereby extending consistent practice to all areas of employment.

Adopted: 03-14-1989 ISD 709
Revised: 01-16-1990
06-20-1995 ISD 709

4140 CIVIL SERVICE EMPLOYEES

The following terms and conditions of employment for all classified employees shall be governed by Civil Service Rules 1-20 except as may be otherwise provided in the School District's collective bargaining agreements: (a) Assignment and Transfer, (b) Orientation, Promotion, Demotion, (c) Leaves, (d) Service Ratings, (e) Layoffs, (f) Probation, (g) Removals, (h) Resignations, (i) Miscellaneous provisions and amendments, (j) Classifications, and (k) Employment.

Adopted: 08-09-1983 ISD 709
Revised: 06-20-1995 ISD 709

4145 EMPLOYEE ASSISTANCE

The School Board and the Duluth Federation of Teachers Local 692, AFT, Duluth Principals' Association, Duluth District-wide Instructional Administrators' Association, Non-Certified School Employees Association, General Drivers' Union Local 346, City & County Public Service Union Local 66, Duluth School Employees Union Local 956, I. B. of F. & O., and Executive Employees Association recognize that a wide range of problems not directly associated with one's job function can have an effect on an employee's job performance. In most instances the employee will overcome such personal problems independently and the effect on job performance will be negligible. In other instances, normal assistance will serve either as motivation or guidance by which such problems can be resolved so the employee's job performance will return to an acceptable level. In some cases, however, the employee cannot resolve his/her problems and unsatisfactory performance persists.

The School District and the unions/associations believe it is in the interest of the employee and the employee's family, that the School District and the union/associations provide an employee service which deals with such persistent problems. Therefore, it is the policy to handle such problems within the following framework:

1. The School District and the unions/associations recognize that almost any human problem can be successfully resolved provided it is identified in its early stages and referral is made to an appropriate caregiver. This applies whether the problem be one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse, legal problems, or other concerns.
2. The purpose of this program is to assure employees if such personal problems are the cause of unsatisfactory job performance, they will receive careful consideration and an offer of assistance to help resolve such problems in an effective and confidential manner. Since employee work performance can be affected by the problems of an employee's spouse or other dependents, the program is available to the families of our employees as well.
3. When an employee's job performance or attendance is unsatisfactory and the employee is unable or unwilling to correct the situation, either alone or with normal assistance, this is an indication that there may be some cause outside of the realm of his/her job responsibilities which is the basis of his/her problem.
4. Employees will be assured by the School District that their job and job future, and reputation will not be jeopardized by utilizing this employee service.
5. An employee's unsatisfactory job performance shall be handled in a forthright manner. Serving agencies shall maintain complete confidentiality in employee interviews and agency records.
6. In instances where it is necessary, sick leave shall be granted for treatment or rehabilitation on the same basis as is granted for ordinary health problems. In all cases, if an employee requests a leave of absence without pay for purposes of receiving treatment or therapy, up to a year shall be granted. Employees referred through the program by their supervisor may be requested by the school district to secure adequate medical, rehabilitative counseling or other services as may be necessary to resolve their problems. The employee shall receive full compensation

as if he/she remained regularly employed for the duration of the treatment and/or rehabilitation, as limited by the individual working agreements.

7. Any employee who has a problem which he/she feels may affect work performance is encouraged to voluntarily seek counseling and information on a confidential basis by contacting a designated agency or resource.
8. Record of contact, referral, or treatment with any caregiver or Case Review Committee proceedings will not be recorded or included in any form on employee permanent personnel record or file or used in disciplinary actions.
9. If the employee refuses the offer of help and job performance or attendance problems continue, the matter may be brought before the Case Review Committee of this program. (see paragraph 11)
10. If the matter cannot be satisfactorily resolved by the Case Review Committee, disposition of the matter will proceed under the existing collective bargaining contractual relations between the school district and the bargaining unit.
11. To coordinate and implement this program, the School District and bargaining units agree to establish a Policy Review Committee. The Committee shall:
    a. Be composed of equal representation: two representatives from employer; two from employees' bargaining unit, and one caregiver.
    b. Review the effectiveness of the program semi-annually. See that reasonable uniformity in treatment is maintained.
    c. Maintain for each union/association and employer a current listing of available community referral, treatment, and diagnostic counseling services.
    d. Approve an informational program for school district supervisors and union/association representatives.
12. To provide specific case review, a Case Review Committee will be established consisting of two representatives from employer, two from employees' bargaining unit, and one caregiver.

Adopted: 06-10-1975 ISD 709
Revised: 04-08-1980
<u>06-20-1995 ISD 709</u>

4150 EMPLOYEES' ORGANIZATIONS

Employees of the School District are free to join any employee organization to which they are eligible for membership. They also have the right to abstain from membership in any employee organization. The School Board and the school administration shall not try to influence an employee in the selection of an employee organization. When space in school buildings is made available to organizations, such space shall be made available to them equally outside of the normal working hours so as not to reflect any preference for one organization over another. The School Board and the school administration hold the principal of each school responsible for activities which occur within the school. Plans for meetings to be held in any school must be cleared with the principal of the building and a building use permit must be obtained from the central office.

Employees who are elected officers or appointed representatives of a bargaining unit shall be granted reasonable time off without pay for the purpose of conducting the duties of the exclusive representative. A leave of absence without pay, upon request, shall be granted to elected or appointed officials of the exclusive representative. Such leave shall not be for more than one year, subject to renewal for any additional year with the approval of the School Board.

Reference: MSA 179.66 subd. 10

Adopted: 06-09-1970 ISD 709
Revised: 08-09-1983
06-20-1995 ISD 709

4155 PAY FOR SUBSTITUTE TEACHERS AND TEMPORARY CLASSIFIED PERSONNEL

Recommendations for rates of pay for substitute teachers and classified temporary substitute personnel will be made by the Assistant to the Superintendent for Human and Community Resources and Relations in consultation with the Superintendent and the Director of Business and Finance. After an annual review of the compensation for positions covered by this policy, a recommendation will be made for possible changes to the Budget Committee. The recommendations will be submitted to the School Board for action.

The rates for individual groups of employees will be reviewed each time the collective bargaining agreement is concluded for the specific group of workers performing same or similar work.

When determining whether to recommend raising or lowering a rate of pay for a group of substitute or temporary employees, the Assistant to the Superintendent for Human and Community Resources and Relations will be guided by the following factors:

1. The necessity to accomplish the work of the School District in a cost effective manner.
2. The rate of pay for permanent employees of the School District doing similar work.
3. The needs of the specific department or program employing the substitutes.
4. The general rates of pay for casual workers doing similar work in Duluth and the surrounding areas.
5. The general availability of workers who are willing to accept assignment as substitute or temporary employees.

Current rates of pay for substitute teachers and temporary classified personnel will be on file and available to interested persons in the Human and Community Resources and Relations Office.

Adopted: 10-17-1984 ISD 709
Revised: 02-17-1987
01-16-1989
11-13-1990
08-13-1991
06-20-1995 ISD 709

4160 EMPLOYEE RECOGNITION AND/OR MEMORIALS

Families or friends wishing to establish a memorial for living or deceased employees are encouraged to consider the following as appropriate and acceptable memorials:

1. Scholarship fund in name of living or deceased employee. Donor should make gift in accordance with scholarship guidelines established for that particular fund.
2. Recognition plaque and/or portrait to be displayed for a predetermined period in the location/building where long term service was provided.
3. Presentation of funds for the purchase of equipment or furnishings to the school with appropriate accompanying and identifying plaque.

Proposals for memorials not in the above three categories shall be referred to the School Board for acceptance or rejection.

Adopted: 02-12-1980 ISD 709
Revised: 06-20-1995 ISD 709

4171-1 FORM: EMPLOYEE AUTHORIZATION FOR RELEASE OF INFORMATION

To: _____[School District]

RE: Personnel Records of _____[name]

_____
(Date of Birth and/or Social Security Number)

This is your full and sufficient authorization, pursuant to Minn. Stat. 13.05, subd. 4 and Minn. Rules 1205.1400, subp. 4, to release to, their representatives or employees, all information pertaining to [describe]

_____
_____

_____ maintained by the employer
school district, with the following exceptions:

The information is needed for the purpose of _____
[specify]

This authorization specifically includes records prepared prior to the date of this authorization and records prepared after the date of this authorization, such records to be used only for the purpose specified. I do not authorize re-release of this information by the third party.
I understand that I may revoke this consent in writing at any time. Upon the fulfillment of the above-stated purpose, this consent will automatically expire without my express revocation.

A photocopy of this authorization will be treated in the same manner as an original.

Dated: _____

Signature of Employee:_____

ATTENTION PUBLIC FACILITIES: Minnesota Statutes Section 13.05 requires automatic expiration of this authorization one (1) year from the date of authorization.

Adopted: 06-19-2001 ISD 709

4171 PUBLIC AND PRIVATE PERSONNEL DATA

I. PURPOSE - The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its personnel.

II. GENERAL STATEMENT OF POLICY

A. All data on individuals collected, created, received, maintained or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
B. All other data on individuals is private or confidential.

III. DEFINITIONS

A. "Public" means that the data is available to anyone who requests it.
B. "Private" means the data is available to the subject of the data and to school district staff who need it to conduct the business of the school district.
C. "Confidential" means the data is not available to the subject.
D. "Parking space leasing data" means the following government data on an application for, or lease of, a parking space: residence address, home telephone number, beginning & ending work hours, place of employment & work telephone number.
E. "Personnel data" means data on individuals collected because they are or were employees of the school district, or an individual was an applicant for employment, volunteers for the school district, or is a member of or applicant for an advisory board or commission.
F. "Finalist" means an individual who is selected to be interviewed by the school board for a position.

IV. PUBLIC PERSONNEL DATA

A. The following information on employees, including volunteer & independent contractors, is public:
    1. Name
    2. Actual gross salary
    3. Salary Range
    4. Contract Fees
    5. Actual gross pension
    6. The value & nature of employer-paid fringe benefits
    7. The basis for & the amount of any added remuneration, including expense reimbursement, in addition to salary
    8. Job title
    9. Bargaining unit
    10. Job description
    11. Education & training background
    12. Previous work experience
    13. Date of first & last employment
    14. The existence & status of any complaints or chargers against the employee, regardless of whether the complaint or charge resulted in disciplinary action

15. The final disposition of any disciplinary action, as defined in Minnesota Statute 13.43, Subd. 2(b), together with the specific reasons for the action & data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district
16. The terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than $10,000 of public money, & such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data
17. Work location
18. Work telephone number
19. Badge number
20. Honors & awards received
21. Payroll timesheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or medical leave or other not public data
22. City & county of residence

B. Personnel data may be disseminated to labor organizations to the extent the school district determines it is necessary for the labor organization to conduct its business or when authorized by the Commissioner of the Bureau of Mediation Services.

C. The following information on applicants for employment or advisory board/commission is public:
   1. Veteran status
   2. Relevant test scores
   3. Rank on eligible list
   4. Job history
   5. Education and training
   6. Work availability

D. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they become finalists for an employment position.

E. Names & home addresses of applicants for appointment to & members of an advisory board/commission are public.

F. Regardless of whether there has been a final disposition as defined in Minnesota Statute 13.43, Subd. 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minnesota Statute 13.43, Subd. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.

V. PRIVATE PERSONNEL DATA

A. All other personnel data is private & will only be shared with school district staff whose work requires such access. Private data will not be otherwise released unless authorized by law or by the employee's informed written consent.

B. Data created, collected or maintained by the school district to administer employee

assistance programs are private.

C. Parking space leasing data is private.
D. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee
E. The school district may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
   1. The person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
   2. A pre-petition screening team conducting an investigation of the employee under Minnesota Statute 253B.07, Subd. 1; or;
   3. A court, law enforcement agency or prosecuting authority.
F. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
G. The school district shall make any report to the board of teaching or the state board of education as required by Minnesota Statute 122A.20, Subd. 2, & shall, upon written request from the licensing board having jurisdiction over a teacher's license, provide the licensing board with information about the teacher from the school district's files, any termination or disciplinary proceeding, & settlement or compromise, or any investigative file in accordance with Minnesota Statute 122A.20, Subd. 2.
H. Private personnel data shall be disclosed to the department of economic security for the purpose of administration of the reemployment insurance program under Minnesota Chapter 268.

VI. MULTIPLE CLASSIFICATIONS - If data on individuals is classified as both private and confidential by Chap. 13, or any other state or federal law, the data is private.

VII. CHANGE IN CLASSIFICATIONS - The classification of data in the possession of the school district shall change if it is required to do so to comply with other judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

VIII. RESPONSIBLE AUTHORITY - The school district has designated the Superintendent of Schools or his/her designee, (218) 336-8752, as the authority responsible for personnel data. If you have any questions, contact his/her office.

IX. EMPLOYEE AUTHORIZATION/RELEASE FORM - An employee authorization form is included as an addendum to this policy. See 4171 - 1Legal References:
Minnesota Statute Chapter 13 (Minnesota Government Data Practices Act)
Minnesota Statute 13.02 (Definitions)
Minnesota Statute 13.43 (Personnel Data)
Minnesota Statute 122A.20, Subd. 2 (Mandatory Reporting)

Adopted: 06/19/01 ISD 709
Revised: 07/17/12
08/19/03
08/21/12 ISD 709

4175 CONTRACTED SERVICES AND STIPENDS

The School Board realizes that contracted services are necessary in carrying out the mission of the School District. The School Board further believes that stipends paid for these services must be fair, reasonable, consistent, and non-discriminatory. Therefore, the Board directs the Superintendent of Schools to implement the following for remuneration of contracted services:

1. Rates of Pay or the amount of stipend paid to employees of the School District for services provided outside their regular working hours will be paid at the rate of pay established with the collective bargaining unit or at the hourly rate identified by the Human and Community Resources and Relations Office.
2. When community members or volunteers are paid stipends for participation at meetings where students and teachers of the School District are not present, a stipend of up to $100 per individual or $500 per event for all participants combined for a full day (8 hours) with the pre-approval of the administrator responsible for the program budget.
3. Independent contracting for services provided to the School District and stipends must be approved by the School Board.
4. A consultant performing contract for services is defined as a person with the expertise and training to impart knowledge and process for the purpose of educating a group of people.
5. Each month the Business and Finance Office will present a list of contracted services payments to the School Board committee receiving bills, payroll, contracts, and budget.

Adopted: 02-16-1993 ISD 709
Revised: 06-20-1995
08-17-1999 ISD 709

4000 GENERAL HUMAN & COMMUNITY RESOURCES & RELATIONS POLICY

Personnel employed by the School District constitute the most important resource for effectively conducting a quality learning program. The goals of the School District's program for Human and Community Resources and Relations shall be:

1. To develop and implement those strategies and procedures for personnel recruitment, screening, and selection which will result in employing the best available candidates.
2. To establish conditions which will attract and retain, for all positions, the highest qualified personnel who will devote themselves to the education and welfare of all pupils.
3. To develop general employment strategies consistent with collective bargaining agreements for maximum contribution to the learning process and to utilize them as the primary basis for determining staff assignments.
4. To develop a climate in which optimum staff performance, morale, and satisfaction are produced.
5. To provide guidelines for compensation and benefits as well as other provisions for staff welfare.
6. To develop and utilize personnel evaluation processes which contribute to the improvement of both staff capabilities and the learning program.
7. To propagate a vigorous and planned effort to encourage all employees regardless of race, creed, color, national origin, age, physical impairment, or sex to find vital, satisfying, and productive job fulfillment at all levels of the organization.

Human and Community Resources and Relations policies shall apply to all employees of the School District and are limited in their application only as collective bargaining agreements may contain provisions differing from the policies.

Adopted: 06-09-1970 ISD 709
Revised: 12-11-1979
06-20-1995 ISD 709

4005 SCHOOL DISTRICT EMPLOYEES (IDENTIFICATION)

School District employees are identified as either providing classified services or licensed services.

Classified employees (secretaries, educational assistants, custodians, engineers, maintenance workers, technical service employees, non-licensed administrators) do not require a teaching or administrative license.

Licensed employees (superintendent, principals, directors, teachers, nurses, counselors, librarians, other instructional personnel) are those required to hold a current license by the State Department of Education.

Adopted: 06-09-1970 ISD 709
Revised: 12-11-1979
06-20-1995 ISD 709

4025 - STANDARDS OF CONDUCT FOR PERSONNEL

Public confidence in the integrity and objectivity of all employees is an essential ingredient for the effective operation of the School District. Employees of the School District are entrusted with the welfare, property, security, and safety of the citizens they serve. Therefore, a need exists for standards of conduct applicable to all employees of the School District to ensure that the integrity of the School District is preserved.

Employees should pursue a course of conduct that does not violate public trust. Each employee should be aware that adherence to high ethical standards is vital to the successful performance of the individual's specific job in the school district. The public must be assured that no conflict exists between private interests and the official duties of employees of the School District.

The following standards shall apply to all employees of the School District:

1. Employees of the School District shall not accept other employment, temporary/part-time, or engage in private enterprises which will impair their independence of judgment in the exercise of School District duties. In evaluating the appropriateness of accepting other employment or operating a business, the employee shall consider the implied as well as a real conflict of interest. If an employee questions the propriety of other employment, he or she should consult his/her superiors for advice.

2. Employees shall not advertise, promote, or attempt to sell any article, investment, insurance, or other financial proposition to any person or business he/she supervises or inspects in the normal course of employment with the School District.

3. Employees shall not accept or agree to accept any compensation, reward, or gift for any service, advice, or assistance on matters related to School District employment with the following exceptions:

    a. employees who accept student teacher placements from teacher preparation institutions may accept an honorarium or stipend from that respective institution and
    b. in the event that a co-curricular or extra-curricular activity cannot take place due to a lack of officials or judges, a coach or advisor of a participating Duluth School District team or group may officiate or judge and be compensated for that service.

4. Employees should endeavor to pursue a course of conduct which will not raise suspicions among the public that they are likely to be engaged in acts that are in violation of the public trust. Each employee should remain conscious that the appearance as well as the reality of high ethical standards is vital.

5. Employees should not involve themselves in substantial outside employment beyond their normal work day during periods of time when they are not on vacation or leave of absence which would impair their ability to satisfactorily carry out their job-related responsibilities to the School District, impair their ability to provide for the safety of children to which they are in charge, or adversely affect the safety of co-employees.

Adopted: 06-09-1970 ISD 709
Revised: 05-10-1977
12-11-1979
08-09-1983
07-19-1994
06-20-1995
03-16-1999 ISD 709

4095 STUDENT TEACHERS

The Superintendent is authorized to enter into formal agreements with nearby teacher training institutions to place student teachers in the schools and arrange for appropriate contracts to cover the process of placements and honorariums to supervising teachers.
A student teacher shall not be assigned to work with a teacher without the consent of the teacher and approval of the principal.

Only tenured teachers may serve as supervising teachers to student teachers, and only one student teacher may be assigned to a supervising teacher during a school year. Any exceptions to the assignment of student teachers must be authorized by the Superintendent or his/her designee.

Adopted: 06-09-1970 ISD 709
Revised: 08-09-1983
06-20-1995 ISD 709

4115 PROFESSIONAL LEAVES (WITH PAY)

Professional leaves, usually a day or two duration, may be granted to individual staff members from the allocation of professional days provided to each school or department at the beginning of each year by the Superintendent or his/her designee. Individual teachers may apply for the use of these professional leave allocation days through their respective supervisors with final approval of the appropriate administrator.

A maximum of ten (10) days leave may be granted each teacher per school year. Requests for additional leave days will require approval by the Superintendent.

Adopted: 09-09-1980 ISD 709
Revised: 06-20-1995
09-16-1997 ISD 709

4120 CONTRACTUAL LEAVES (WITHOUT PAY)

Leaves involving military, child bearing/child rearing, organizational, study, or medical shall be administered in compliance with the collective bargaining agreement of the unit to which the employee is a member.

Adopted: 09-09-1980 ISD 709
Revised: 06-20-1995 ISD 709

4150 EMPLOYEES' ORGANIZATIONS

Employees of the School District are free to join any employee organization to which they are eligible for membership. They also have the right to abstain from membership in any employee organization. The School Board and the school administration shall not try to influence an employee in the selection of an employee organization. When space in school buildings is made available to organizations, such space shall be made available to them equally outside of the normal working hours so as not to reflect any preference for one organization over another. The School Board and the school administration hold the principal of each school responsible for activities which occur within the school. Plans for meetings to be held in any school must be cleared with the principal of the building and a building use permit must be obtained from the central office.

Employees who are elected officers or appointed representatives of a bargaining unit shall be granted reasonable time off without pay for the purpose of conducting the duties of the exclusive representative. A leave of absence without pay, upon request, shall be granted to elected or appointed officials of the exclusive representative. Such leave shall not be for more than one year, subject to renewal for any additional year with the approval of the School Board.

Reference: MSA 179.66 subd. 10

Adopted: 06-09-1970 ISD 709
Revised: 08-09-1983
06-20-1995 ISD 709

4155 PAY FOR SUBSTITUTE TEACHERS AND TEMPORARY CLASSIFIED PERSONNEL

Recommendations for rates of pay for substitute teachers and classified temporary substitute personnel will be made by the Assistant to the Superintendent for Human and Community Resources and Relations in consultation with the Superintendent and the Director of Business and Finance. After an annual review of the compensation for positions covered by this policy, a recommendation will be made for possible changes to the Budget Committee. The recommendations will be submitted to the School Board for action.

The rates for individual groups of employees will be reviewed each time the collective bargaining agreement is concluded for the specific group of workers performing same or similar work.

When determining whether to recommend raising or lowering a rate of pay for a group of substitute or temporary employees, the Assistant to the Superintendent for Human and Community Resources and Relations will be guided by the following factors:

1. The necessity to accomplish the work of the School District in a cost effective manner.
2. The rate of pay for permanent employees of the School District doing similar work.
3. The needs of the specific department or program employing the substitutes.
4. The general rates of pay for casual workers doing similar work in Duluth and the surrounding areas.
5. The general availability of workers who are willing to accept assignment as substitute or temporary employees.

Current rates of pay for substitute teachers and temporary classified personnel will be on file and available to interested persons in the Human and Community Resources and Relations Office.

Adopted: 10-17-1984 ISD 709
Revised: 02-17-1987
01-16-1989
11-13-1990
08-13-1991
06-20-1995 ISD 709

4036R DRUG AND ALCOHOL TESTING (CONT.)

A. General Statement of Policy/Regulation

All persons subject to commercial drivers license requirements shall be tested for alcohol, marijuana, cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to Part 40 of Title 49 of the Federal Code of Regulations. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the Evidential Breath Testing Device (EBT).
2. "Commercial motor vehicle" (CMV) includes vehicles: designed to transport 16 or more passengers, including the driver; with a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a GVWR of 10,000 pounds; all classes of school busses.
3. "Driver" includes full-time, regularly employed drivers, casual, intermittent or occasional drivers.
4. "Evidential Breath Testing Device" (EBT) means an EBT approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration.
5. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving laboratory results generated by the school districts drug testing program who has knowledge of substance abuse disorders and appropriate medical knowledge and training to interpret and evaluate an individuals positive test result together with that individuals medical history and any other biomedical information.
6. "Safety-sensitive functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
7. "Screening Test Technician" (STT) means anyone meeting the requirements for a BAT who may act as an STT, provided that the individual has demonstrated proficiency in the operation of non-evidential screening devices (approved for use in lieu of EBTs to perform screening tests).
8. "Substance Abuse Professional" (SAP) means a licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, or employee assistance professional; or an addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of disorders relating to use of alcohol and controlled substances.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug-testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information concerning the effects of alcohol and controlled substances use on an individuals health, work, and personal

life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

3. The school district shall provide written notice to representatives of affected employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that he or she has received a copy of the policy and materials. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager
   1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for participants. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
   2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers.
   1. Alcohol Concentration. No school bus driver will operate or be in physical control of any class of school bus when there is physical evidence present in the person's body of the consumption of alcohol (MN 169A.31). Any violation of this statute will result in notification of law enforcement.

      No truck driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the drivers expense.
   2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
   3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
   4. Pre-Duty Use. No school bus driver shall perform safety sensitive functions within eight (8) hours after using alcohol. No truck driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
   5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.
   6. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance as defined in Title 49 CFR part 40, except when the use is pursuant to instructions (which have been presented to the school district) from a physician who has advised the driver that the substance does not adversely affect the drivers ability to safely operate a CMV.
   7. Positive Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances.
   8. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No truck driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least 24 hours. All drivers removed from safety sensitive functions for this reason will be required to pass a return to duty alcohol test before being returned to the safety sensitive function. The test will be documented in the employees file. A second test of this nature within five years will require a referral to a SAP and the successful completion of the SAP recommendation(s).

G. Prescription Drugs

A driver must inform his or her supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV.

H. Testing Requirements.

1. Pre-Employment Testing.
    a. A driver applicant shall undergo testing for controlled substances before the first time the driver performs safety-sensitive functions for the school district.
    b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
    c. In order to be hired, the applicant must test negative and must sign an agreement in the form of Attachment A to this policy, authorizing former employers to release to the school district all information on the applicants alcohol tests with results of blood alcohol concentration of 0.04 or greater, or positive results for controlled substances, or refusals to be tested, within the preceding two (2) years.
2. Post-Accident Testing
    a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury requiring an ambulance or disabling damage to a motor vehicle.
    b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
    c. Drivers should be tested for controlled substances no later than thirty-two (32) hours after the accident.
    d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
    e. If a post-accident alcohol test is not administered within two hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight hours.
    f. If a post-accident alcohol test is not administered within eight hours following the accident or a post-accident controlled substances test is not administered within 32 hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
3. Random Testing
    a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
    b. The school district shall test for alcohol and controlled substances at a rate

defined by federal regulation.
   c. The school district shall adopt a scientifically valid method for selecting drivers for testing.
   d. Drivers shall proceed immediately to the collection site upon notification of selection.

4. Reasonable Suspicion Testing
   a. The school district shall require a driver to submit to an alcohol test and/or controlled substances test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances on duty or within four (4) hours before coming on duty. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
   b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
   c. Alcohol testing shall be administered within two hours following a determination of reasonable suspicion. If it is not done within two hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight hours. If an alcohol test is not administered within eight hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
   d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier.
5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances.
6. Follow-Up Testing. When a SAP establishes a written follow up testing plan, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.
7. Consent to Testing. Each driver and driver applicant tested under this policy will be requested to sign a consent form at the specimen collection site that authorizes the taking of the sample and the release of the results to the proper authority.
8. Right to Refuse and Consequence.
   a. A driver or driver applicant has the right to refuse to undergo drug and alcohol testing.
   b. Refusal to submit to testing means the employee or applicant (1) fails to provide adequate breath for testing without a valid medical explanation after he or she received notice to report for the test; (2) fails to provide adequate urine for a controlled substances test without a valid medical explanation after he or she has received notice to report for the test; or (3) engages in conduct that clearly obstructs the testing process.
   c. Refusal to submit to testing will establish a presumption that the driver or driver applicant would test positive if a test were conducted and, therefore, the driver or driver applicant is subject to discipline or disqualification under this policy.
   d. A driver applicant who refuses to submit to testing shall be disqualified from

further consideration for the conditionally offered position.

e. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. The employee will be evaluated by a SAP and must submit to a return-to-duty test prior to being reassigned to safety-sensitive functions.
f. An employee shall be immediately terminated if any of the following are true:
    - An employee tests positive for controlled substances or alcohol or a combination thereof for a second time.
    - An employee is involved in a crash where the employee tests positive for drugs or alcohol.
    - An employee refuses to take part in or fails to successfully complete an education and/or treatment program prescribed by a SAP.

I. Testing Procedures

All specimen collection, analysis, and laboratory procedures shall be conducted in accordance with safeguards set forth in Part 40 of Title 49 of the Federal Code of Regulations.

J. Costs
1. The cost of drug and alcohol collections and tests will be paid by the District.
2. Employees will be paid their normal hourly wage while being tested for drugs and alcohol with the exception of return to duty tests.
3. SAP referrals will be conducted through a SAP professional designated by the District. All expenses including treatment will be the responsibility of the employee and their personal health insurance.

K. Employee admission of alcohol and controlled substance use.
a. Duluth Public Schools will not take adverse action against an employee who makes a voluntary admission of alcohol misuse and/or controlled substance use under the following conditions:
    1. The employee does not self identify to avoid testing. Admissions must be made before any pending alcohol/controlled substance test or disciplinary action.
    2. The employee makes the admission of alcohol misuse and/or controlled substance use prior to performing a safety sensitive function.
b. Employees making an admission will be removed from duty without compensation and allowed the appropriate leave to seek evaluation and treatment to establish control over their drug and/or alcohol problem.
c. Employees will be allowed to return to safety sensitive duties only upon: successful completion of an educational or treatment program as determined by a SAP; undergoing a return to duty test with a result indicating an alcohol concentration of less than 0.02; undergoing a return to duty controlled substance test with a verified negative test result for controlled substance use.
d. Employees will be subject to random follow up testing under this provision.
e. Cost for treatment will be the sole responsibility of the employee or their personal health plan.

Attachment B

School District contact(s) for drug and alcohol testing program: Ken Willms
Certified laboratory providing controlled substance testing: Medtox
Medical Review Officer: Dr. Mark Peterson(through Medtox)
Controlled substance collection and alcohol testing provider: Perrin Mobile Medical

Adopted: 05-21-2013 ISD 709

4036R DRUG AND ALCOHOL TESTING (CONT.)

A. General Statement of Policy/Regulation

All persons subject to commercial drivers license requirements shall be tested for alcohol, marijuana, cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to Part 40 of Title 49 of the Federal Code of Regulations. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the Evidential Breath Testing Device (EBT).
2. "Commercial motor vehicle" (CMV) includes vehicles: designed to transport 16 or more passengers, including the driver; with a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a GVWR of 10,000 pounds; all classes of school busses.
3. "Driver" includes full-time, regularly employed drivers, casual, intermittent or occasional drivers.
4. "Evidential Breath Testing Device" (EBT) means an EBT approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration.
5. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving laboratory results generated by the school districts drug testing program who has knowledge of substance abuse disorders and appropriate medical knowledge and training to interpret and evaluate an individuals positive test result together with that individuals medical history and any other biomedical information.
6. "Safety-sensitive functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
7. "Screening Test Technician" (STT) means anyone meeting the requirements for a BAT who may act as an STT, provided that the individual has demonstrated proficiency in the operation of non-evidential screening devices (approved for use in lieu of EBTs to perform screening tests).
8. "Substance Abuse Professional" (SAP) means a licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, or employee assistance professional; or an addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of disorders relating to use of alcohol and controlled substances.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug-testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information concerning the effects of alcohol and controlled substances use on an individuals health, work, and personal

life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

3. The school district shall provide written notice to representatives of affected employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that he or she has received a copy of the policy and materials. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for participants. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers.

1. Alcohol Concentration. No school bus driver will operate or be in physical control of any class of school bus when there is physical evidence present in the person's body of the consumption of alcohol (MN 169A.31). Any violation of this statute will result in notification of law enforcement.

   No truck driver shall report for duty or remain on duty requiring the performance of safety sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the drivers expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety sensitive functions.
4. Pre-Duty Use. No school bus driver shall perform safety sensitive functions within eight (8) hours after using alcohol. No truck driver shall perform safety sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.
6. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance as defined in Title 49 CFR part 40, except when the use is pursuant to instructions (which have been presented to the school district) from a physician who has advised the driver that the substance does not adversely affect the drivers ability to safely operate a CMV.
7. Positive Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances.
8. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No truck driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least 24 hours. All drivers removed from safety-sensitive functions for this reason will be required to pass a return-to-duty alcohol test before being returned to the safety-sensitive function. The test will be documented in the employees file. A second test of this nature within five years will require a referral to a SAP and the successful completion of the SAP recommendation(s).

G. Prescription Drugs

A driver must inform his or her supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV.

H. Testing Requirements.

1. Pre-Employment Testing.
   a. A driver applicant shall undergo testing for controlled substances before the first time the driver performs safety-sensitive functions for the school district.
   b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
   c. In order to be hired, the applicant must test negative and must sign an agreement in the form of Attachment A to this policy, authorizing former employers to release to the school district all information on the applicants alcohol tests with results of blood alcohol concentration of 0.04 or greater, or positive results for controlled substances, or refusals to be tested, within the preceding two (2) years.
2. Post-Accident Testing
   a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury requiring an ambulance or disabling damage to a motor vehicle.
   b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
   c. Drivers should be tested for controlled substances no later than thirty-two (32) hours after the accident.
   d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
   e. If a post-accident alcohol test is not administered within two hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight hours.
   f. If a post-accident alcohol test is not administered within eight hours following the accident or a post-accident controlled substances test is not administered within 32 hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
3. Random Testing
   a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
   b. The school district shall test for alcohol and controlled substances at a rate defined by federal regulation.
   c. The school district shall adopt a scientifically valid method for selecting drivers for

testing.

d. Drivers shall proceed immediately to the collection site upon notification of selection.

4. Reasonable Suspicion Testing

a. The school district shall require a driver to submit to an alcohol test and/or controlled substances test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances on duty or within four (4) hours before coming on duty. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

c. Alcohol testing shall be administered within two hours following a determination of reasonable suspicion. If it is not done within two hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight hours. If an alcohol test is not administered within eight hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.

d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

5. Return To Duty Testing. A driver found to have violated this policy shall not return to work until undergoing return to duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances.

6. Follow Up Testing. When a SAP establishes a written follow up testing plan, the driver shall be subject to unannounced follow up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

7. Consent to Testing. Each driver and driver applicant tested under this policy will be requested to sign a consent form at the specimen collection site that authorizes the taking of the sample and the release of the results to the proper authority.

8. Right to Refuse and Consequence.

a. A driver or driver applicant has the right to refuse to undergo drug and alcohol testing.

b. Refusal to submit to testing means the employee or applicant (1) fails to provide adequate breath for testing without a valid medical explanation after he or she received notice to report for the test; (2) fails to provide adequate urine for a controlled substances test without a valid medical explanation after he or she has received notice to report for the test; or (3) engages in conduct that clearly obstructs the testing process.

c. Refusal to submit to testing will establish a presumption that the driver or driver applicant would test positive if a test were conducted and, therefore, the driver or driver applicant is subject to discipline or disqualification under this policy.

d. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.

e. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to

disciplinary action, up to and including dismissal. The employee will be evaluated by a SAP and must submit to a return-to-duty test prior to being reassigned to safety-sensitive functions.

f. An employee shall be immediately terminated if any of the following are true:
   - An employee tests positive for controlled substances or alcohol or a combination thereof for a second time.
   - An employee is involved in a crash where the employee tests positive for drugs or alcohol.
   - An employee refuses to take part in or fails to successfully complete an education and/or treatment program prescribed by a SAP.

I. Testing Procedures

All specimen collection, analysis, and laboratory procedures shall be conducted in accordance with safeguards set forth in Part 40 of Title 49 of the Federal Code of Regulations.

J. Costs

1. The cost of drug and alcohol collections and tests will be paid by the District.
2. Employees will be paid their normal hourly wage while being tested for drugs and alcohol with the exception of return-to-duty tests.
3. SAP referrals will be conducted through a SAP professional designated by the District. All expenses including treatment will be the responsibility of the employee and their personal health insurance.

K. Employee admission of alcohol and controlled substance use.

a. Duluth Public Schools will not take adverse action against an employee who makes a voluntary admission of alcohol misuse and/or controlled substance use under the following conditions:
   1. The employee does not self-identify to avoid testing. Admissions must be made before any pending alcohol/controlled substance test or disciplinary action.
   2. The employee makes the admission of alcohol misuse and/or controlled substance use prior to performing a safety-sensitive function.

b. Employees making an admission will be removed from duty without compensation and allowed the appropriate leave to seek evaluation and treatment to establish control over their drug and/or alcohol problem.

c. Employees will be allowed to return to safety-sensitive duties only upon: successful completion of an educational or treatment program as determined by a SAP; undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02; undergoing a return-to-duty controlled substance test with a verified negative test result for controlled substance use.

d. Employees will be subject to random follow-up testing under this provision.

e. Cost for treatment will be the sole responsibility of the employee or their personal health plan.

Attachment B

School District contact(s) for drug and alcohol testing program: Ken Willms
Certified laboratory providing controlled substance testing: Medtox
Medical Review Officer: Dr. Mark Peterson(through Medtox)
Controlled substance collection and alcohol testing provider: Perrin Mobile Medical

Adopted: 05-21-2013 ISD 709

DISTRICT 709
FIELD TRIP REQUESTS

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

DIRECTIONS: All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: ☒ Recommended ☐ Not Recommended — Name: [signature] Date: 11-14-25

Assistant Superintendent: ☒ Recommended ☐ Not Recommended — Name: [signature] Date: 11/14/25

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

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

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

1. Organization/Grade/Course Planning Trip: Duluth Nordic Ski Club
2. Contact Person (Responsible for Checklist Completion): Bonnie Fuller-Kask
3. Field Trip Date(s): Nov. 21 - Nov 29, 2025 Destination: West Yellowstone, MT
4. Field Trip Overview (Include events, establishments and locations): Nordic Ski Training Trip to West Yellowstone, MT
5. Field Trip Departure from School (Date and Time): Fri. Nov 21, 2025 5pm
   Field Trip Return to School (Date and Time): Sat. Nov. 29, 2025 Noon
6. Objectives of Field Trip: Nordic Ski Training
7. Relationship to Curriculum or Student Learning: Ski Training + Team Building
8. Planned Follow-up Field Trip Activities: None
9. Field Trip Budget Request

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

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

There is no district #709 money involved in this trip. Every skier pays for their own trip.
The only association this trip has with District #709 is that I coach the East Nordic Ski Team.
Bonnie Fuller-Kask

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

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

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

TIME	LOCATION
_____	_____
_____	_____
_____	_____
_____	_____

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

Signature of Contact Person: _____

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

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

Signature of Contact Person: Bonnie Fuller-Kasb

DISTRICT 709
FIELD TRIP REQUESTS

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

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- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

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Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: ☒ Recommended ☐ Not Recommended — Name: [signature] Date: 10-29-25

Assistant Superintendent: ☒ Recommended ☐ Not Recommended — Name: [signature] Date: 11/14/25

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

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

Kalina Pavlisich
5th Grade Teacher
Lakewood Elementary
11/5/25

To:
John Magas, Superintendent
Anthony Bonds, Assistant Superintendent
Members of the Duluth Public Schools ISD 709 School Board

Subject: Request for Approval – 5th Grade Overnight Field Trip to Wolf Ridge

Dear Superintendent Magas, Assistant Superintendent Bonds, and Members of the School Board,

I am writing to request approval for the 5th grade class at Lakewood Elementary to attend a multi-day overnight field trip to Wolf Ridge Environmental Learning Center in Finland, MN. This trip would take place from February 25th through February 27th, 2026, and would provide students with an invaluable opportunity for hands-on, experiential learning in an outdoor setting.

The program at Wolf Ridge is designed to complement our science and environmental education curriculum by engaging students in activities that foster curiosity, teamwork, and respect for the natural world. Students will participate in guided hikes, ecological investigations, and team-building exercises that promote both academic learning and social-emotional growth.

This trip has long been a memorable and impactful experience for our students, helping them connect classroom lessons to real-world applications while building confidence and collaboration skills. We believe this opportunity aligns strongly with our district's goals of promoting experiential, lifelong learning and student engagement.

I have reviewed the program's safety procedures and transportation requirements, and I am prepared to work closely with administration to ensure all district guidelines are followed.

Thank you for considering this request. I am happy to provide additional details or documentation as needed.

Sincerely,

Kalina Pavlisich
5th Grade Teacher, Lakewood Elementary
kalina.pavlisich@isd709.org phone extension: 2230

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

1. Organization/Grade/Course Planning Trip: Lakewood 5th Grade
2. Contact Person (Responsible for Checklist Completion): Kalina Pavlisich
3. Field Trip Date(s): 2/25/26 → 2/27/26 Destination: Wolf Ridge ELC
4. Field Trip Overview (Include events, establishments and locations): See mock detail schedule attached
5. Field Trip Departure from School (Date and Time): Wed. Feb 25 2026 10am
   Field Trip Return to School (Date and Time): Fri. Feb 27 2026 2pm
6. Objectives of Field Trip: Cooperative Learning, Environmental + Outdoor Education + awareness
7. Relationship to Curriculum or Student Learning: Science standards including human impacts on earth systems, ecology, + native heritage perspective,
8. Planned Follow-up Field Trip Activities: Wild MN Project Cusing field guides), Impact letter/essay, and acrostic poem
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees — $190 x 55 = included ↑	$1,0450
Total Meals	$ n/a
Total Lodging	$ n/a
Total Transportation ☒ School District Vehicle(s) ☐ Commercial Transportation Carrier ~ Name: _____ ☐ Private Vehicle (requires certificate of insurance) ~ Name: _____	$ 1,000
Total Additional Stipends:	$ 0
Other:	$ 0
Total	$11,450

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

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

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

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

TIME	LOCATION

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

Signature of Contact Person: Kalei Parkin

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

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

Signature of Contact Person: Kalei Parkin

WOLF RIDGE℠
ENVIRONMENTAL LEARNING CENTER

Dear 5th Grade Families,

We are excited to announce that the 5th grade class will have the opportunity to go to Wolf Ridge Environmental Learning Center this school year.

Included in this letter, to be RETURNED by December 10th (Detach & return, keep info.)

- ☐ Wolf Ridge Student/Guardian Agreement
- ☐ Permission Form (with full payment complete at this time)

Wolf Ridge website https://wolf-ridge.org/

This trip is an amazing opportunity for our students to learn new skills, practice science inquiry, work as a community, have experiences outdoors, and have fun with their peers. Wolf Ridge is often a trip children remember their whole lives!

Important Points -

- **When**: Wednesday - Friday **February 25th - 27th, 2026**
- **Where**: Near Finland, MN (about 70 miles northeast of Duluth)
- **What**: A three day, two night learning experience focused on outdoor education, science, inquiry, and team building.
- **Cost**: ~~**$225.00**~~ ⇨ _____ **(fundraiser dependent) per student to be paid by families via cash, check, or fundraised monies.**
  We have never had a student not attend this trip due to finances, we are happy to work out a plan with families, please reach out to us! :)
- **Fundraising**: We are doing 2 fundraisers this year: Kwik Trip Car Wash cards ran until October 13th and was an effort to lower the price for ALL. The 2nd fundraiser will be Wolf Ridge Calendar Sales. This opportunity is on an individual basis, meaning if you choose to fundraise, the money goes directly to your student.
- **Chaperones**: Please contact us with interest (We can chat at conferences). There will be a background check and most likely a reduced cost for those volunteering to attend. Responsibilities include participation in physically strenuous activities, and staying in dorms with students overnight.
- **Due Dates**: We are asking families to be **paid in full by December 10th, 2025.**
  We will communicate how much your student owes based on any previous deposits of money or fundraised amounts. Money can be paid at any time, checks can be made out to Laura MacArthur PTO.
- A parent/guardian/chaperone **information meeting will be held Wed. December 10th** in Ms. Pav's room (118) at 3:30pm

FAQ

What will my student need to bring?

Please see the packing list!

Practical clothing for being outside in full winter (jacket, snowpants, snowboots, mittens, good socks, etc.), toiletries, and bedding (sleeping bag/blankets & pillow), a water bottle, and any medications/medicine that your child uses or may need.

Also students should bring a book to read during quiet time before bed. A journal will be provided!

What if my child is not able to go to Wolf Ridge?

Students who are not able to attend the Wolf Ridge trip will come to school as normal and have regular work to complete as well as helping opportunities in other areas of the building.

Can my student bring a cellphone?

Wolf Ridge does not allow TECHNOLOGY such as ipods/mp3 players, ipads/notebooks, Kindles, and cell phones, etc. as they tend to be distracting/problematic and take away from the outdoor experience. Adults/chaperones may have their phones for taking pictures, but otherwise expect to have them on silent and fully participate with students on this field trip.

Can my child bring food with them?

No need! Meals and snacks will be provided. They are well fed (all 3 meals), snacks are provided twice per day. Extra food in dorm rooms can create more of a mess and attracts mice as doors are often open with people going in and out. **Please do not allow your child to bring any candy, snack, or any food with them. Food is not allowed in the dorms.**

How does the overnight experience of the trip work?

There will be dorm rooms for students and adults with 6-8 people per room (4 bunk beds). Boys and girls will have separate assigned rooms with an adult in each room as well (as long as we have enough chaperones). There are sinks and a private bathroom/shower in each room with cubie areas for things. Quiet hours are 9:30pm to 6:30 am.

Wolf Ridge - Student & Guardian Agreement

****Please read through together & return signed to school before winter break -*

We all agree to the following….

Students	Guardians (Families)	Teachers
• I will act with Paw Power in school and in the community • I will have fewer than 3 major Referrals 2nd semester • I will attend school to be prepared for the trip (80% during December on, excluding excused absences) • I will represent my school with pride & outstanding behavior at Wolf Ridge	• We will be reachable and responsive before and during the trip • We will make sure that forms are completed and turned on time • We will help our student fundraise/pay for this experience • *If required: I will attend Wolf Ridge with my student to support positive participation.*	• Plan, supervise, and organize a successful experience. • Communicate important field trip information to families at conferences, in newsletters, and electronically • Notify families of behavior incidents that may affect trip participation. • Prepare students for the trip by pre teaching.

Behavior Expectation at School - This overnight field trip opportunity is a privilege, not a right, even if you have paid. In order for everyone to be safe and participate fully in this experience, students must demonstrate that they can show Paw Power at school. We hold students to the following standards for behavior during second semester:

Invited to Attend Wolf Ridge Independently	Invited to Attend Wolf Ridge ONLY WITH a Parent or Guardian Chaperone
• Fewer than 3 Major Office Discipline Referrals duringNov. to trip date. • No In School or Out of School Suspension during this same time period.	• 3 or more Office Discipline Referrals during November to trip date. • Any In or Out of School Suspension during this same time period.

- Teachers or Administrators will contact parents whenever a discipline event occurs in school that will affect Wolf Ridge.
- Notice will be given if your child will require a personal chaperone.

Wolf Ridge Student/Guardian Agreement Signature Sheet

RETURN BY DECEMBER 10TH, 2025

By signing below, I understand the following and am willing to comply with the set expectations:

- I have reviewed the Wolf Ridge Student and Guardian Agreement regarding everyone's expectations. I understand that this is a requirement for students.
- I understand that if it is required, students may be asked to leave Wolf Ridge due to not complying with the behavior expectations. If my child is required to come home, **I will drive to Wolf Ridge to pick him/her up.** If I cannot drive there, I know that I will be charged approx $0.75/per mile to offset staff costs of driving him/her home and will pay this cost within 5 school days of the incident.

_____ _____

Student Name (Printed) Student Signature

_____ _____

Guardian Signature Date

Interested in Chaperoning? Please take a moment to read and consider the following. Return bottom portion if still interested. We couldn't do this without you, thank you!

Dorm Responsibilities

-Help ensure students in your group stay on schedule, and arrive at meals and classes on time. Keep track of students in your dorm - no student is allowed to go anywhere without an adult.
-Set alarms for wake up time in the morning to give students time to dress and go to breakfast (all students are required to be at all three meals).
-Help ensure that students are filling out their journals after classes/ evening time before lights out.
-Maintain organization and cleanliness in the rooms. All shoes/boots are left OUTSIDE of rooms. Help check before we leave that everything is out of the room, lights turned off, ect.
-Set up schedules and times in your rooms for when students want to shower (night or morning). You will have your own bathroom/shower in each dorm room.
-Have a settling down period of time during the evening at about 9:00pm. Please enforce quiet setting down time, and require lights out by around 9:30pm. We will have a journal with prompts prepared.
-Help ease students who may be nervous about sleeping in a new place. Teachers will be there as well, so feel free to come to us if needed.

Anytime Responsibilities

-Remind and uphold Paw Power (Safe, Kind, Respectful, Responsible) behavior expectations with your group, and be consistent. Communicate behavior concerns with teachers as needed.
-Report comments, questions, and concerns to teachers as needed.
- Rotate sitting with students at mealtimes, there should always be an adult at each student table.
-Teachers will administer medications to students that may need it. Please don't administer any sort of medication without teacher permission unless it is to your own child. You may have to carry inhalers or other medicine for students in your group, which we will get to you if needed.
-Feel free to have a small backpack to carry around for your convenience. Students will not carry a backpack with them.

Chaperones - If you are interested in being a chaperone for this trip please indicate below and we will contact you with additional information. Chaperones must be over 18 years of age and a guardian of one of the students in attendance for the trip.
*Chaperones will need to have a background check completed (no charge).

❑ I would like to be considered for chaperoning the Wolf Ridge trip.

Name (print)_____ Student _____

Email_____ Phone_____

Example- Wolf Ridge Detail Schedule

Time	Learning Group A	Learning Group B	Learning Group C
Wednesday April 24th			
7:45 - 8	Arrive at LM, gather in Large Muscle Room. (near front entrance) Students should get breakfast & eat in cafeteria. Label student luggage. All student (labeled!) meds to Pav/Metzer.		
8:30	Begin loading the bus, everyone should have a bathroom break before we head out. Load bags onto the trailer. BATHROOM BREAK!		
9	Depart Laura MacArthur - Chaperones can drive themselves & child separately, just let us know!		
10:45	Arrive at WR, give room assignments and get unpacked.		
11 - 11:30	Meet with WR staff for welcome. *If there is extra time here we plan to take a quick nature walk or continue getting unpacked. Meet in main lobby by 12:15*		
12:20	**Lunch** - Fireplace Dining Hall		
1:30 - 4:30	**Ojibwe Heritage ED5**	**Birds ED7**	**Small Mammals SC4**
5:20	**Dinner** - Fireplace Dining Hall		
6:30 - 9:00	**Skyview Ropes Course Weesner Cms 6:30 - 9**	**Ridgetop Ropes Course MAC Entry 6:30 - 9**	**Indoor Rock Climbing ED2 6:30 - 9**
9:00 - 9:30	Get ready for bed - quiet journal/reading time in dorm room		
9:30	Bedtime- Lights Out!		
Thursday April 25th			
7:00	Wake Up / Getting Ready		
7:35	**Breakfast** - Fireplace Dining Hall		
8:30 - 11:30	**Rock Climbing ED2**	**Rock Climbing SC6**	**Birds ED7**
12:20	**Lunch** - Fireplace Dining Hall		
1:30 - 4:30	**Small Mammals SC4**	**Ojibwe Heritage ED5**	**Ridgetop Ropes Course Weesner Cms**
5:20	**Dinner** - Fireplace Dining Hall		
6:30 - 9:15	**Evening Naturalist Program SC1 6:30 - 7:15 Campfire 7:30 - 8:30**		
8:30 - 9:15	Get ready for bed - quiet journal/reading time in dorm rooms. *Start consolidating things into bags.*		
9:15	Bedtime, Lights Out **Need to be packed up and out of rooms *before* our last class tomorrow (Friday) morning!**		

STUDENT NAME:

Medication Name		What is this med for?	
How many doses are you sending?		What is the dose size?	
When should the child take this?			
Side Effects?			

For Staff Use ONLY (Please record your initials)

Wed Noon	Wed Evening	Thur Morning	Thur Noon	Thur Evening	Fri Morning

STUDENT NAME:

Medication Name		What is this med for?	
How many doses are you sending?		What is the dose size?	
When should the child take this?			
Side Effects?			

For Staff Use ONLY (Please record your initials)

Wed Noon	Wed Evening	Thur Morning	Thur Noon	Thur Evening	Fri Morning

DISTRICT 709
FIELD TRIP REQUESTS

NYC Tour 2026

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

DIRECTIONS: All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: ☒ Recommended ☐ Not Recommended — Name: KS Date: 10-27-25

Assistant Superintendent: ☑ Recommended ☐ Not Recommended — Name: Anthony Bart Date: 10/28/25

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

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

FIELD TRIP REQUEST FORM - NYC Tour 2026

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

1. Organization/Grade/Course Planning Trip: Duluth East A'Cappella Choir
2. Contact Person (Responsible for Checklist Completion): Paul Christenson
3. Field Trip Date(s): 3/13/26 - 3/17/26 Destination: New York City
4. Field Trip Overview (Include events, establishments and locations): A'Cappella Choir has been invited to perform at the Lincoln Center for the Octavo Series.
5. Field Trip Departure from School (Date and Time): 3/13/26 @ 5am
   Field Trip Return to School (Date and Time): 3/17/26 @ 5:30pm
6. Objectives of Field Trip: Perform advanced choral music, perform w/ a variety of cultures, learn about music globally.
7. Relationship to Curriculum or Student Learning: Performance & Preparation Standards, rehearsing in a large ensemble.
8. Planned Follow-up Field Trip Activities: Reflection (written); Homecoming Concert & performance.
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	$ 800
Total Meals	$ 500
Total Lodging	$ 600
Total Transportation ☐ School District Vehicle(s) ☐ Commercial Transportation Carrier ~ Name: _____ ☐ Private Vehicle (requires certificate of insurance) ~ Name: _____	$
Total Additional Stipends:	$
Other: (events)	$ 600
Total	$2,500 per

Revenues		
District Budget	Code:	$
Booster Group		$
Donations		$
Student Fees		$ 2500
Total Additional Stipends:		$
Total		$ 2500

(Multiple fundraisers as well — all district-approved.)

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

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips - NYC Tour 2026

503

DIRECTIONS: Please complete checklist. No attachments are necessary.

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

TIME	LOCATION

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

Signature of Contact Person: _____

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

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

Signature of Contact Person: _____

JAYBEE TRAVEL

(218) 409-6188 • jaybeetravelmn@gmail.com

Group, Cruise,
and Student Tour Specialist

DULUTH EAST CHOIR
NEW YORK CITY, NY

FRIDAY MARCH 13, 2026

05:00AM	Motorcoach Arrives at Duluth East to load luggage
05:30AM	Depart Duluth East High School for MSP Airport Terminal One
08:30AM	Arrive in MSP Airport Terminal One
10:35AM	Depart MSP on Delta Air Lines #2764 for New York (LGA)
02:24PM	Arrive at NYC LaGuardia airport and meet motorcoach for transfer to hotel for check-in
04:00PM	Hotel Check-In at New York City Hotel **RIU Plaza New York Times Square** 305 W 46th Street, NY 10036
05:00PM	**Included group dinner** in Times Square
07:30PM	End your first full day with stunning views of New York at night with admission to **Top of the Rock Observation Deck.** *70 floors above Rockefeller Center, offering magnificent views of all of New York City and spectacular view of the Empire State Building (available to book in December)*

SATURDAY MARCH 14, 2026

07:30AM	Included Breakfast at your hotel
09:00AM	Meet your local guide for a lower **Manhattan Tour!** This includes Wall Street, the Bull, a drive through **Little Italy** and **China Town**, plus a tour of the 9-11 site and memorial.
12:00PM	Next, you will make your way to the **National 9/11 Museum**.
04:00PM	Included Group Dinner tonight
05:45PM	Arrive at Westin Times Square for first rehearsal
06:00PM	Wrap up the day with your first **Octavo Series Rehearsal** **Westin Times Square** – Timothy Peter, Guest Conductor 270 W. 43rd Street (43rd & 8th Ave)
09:00PM	Rehearsal concludes – return to hotel

SUNDAY MARCH 15, 2026

07:00AM	Included Breakfast at Hotel
08:30AM	Travel to Westin Times Square for second rehearsal
09:00AM	**Second Day of Rehearsal Begins** – Timothy Peter, Guest Conductor
01:00PM	Rehearsal Concludes
01:30PM	In a private rehearsal room in Times Square, **Meet an Artist from a show**. *She/he will describe their life on Broadway, what their challenges and successes are and maybe even sing a number or two!*

03:00PM	Attend a matinee **Broadway show** – selection TBD
06:00PM	Enjoy an **included group dinner**
07:30PM	Free time to explore Times Square!

MONDAY MARCH 16, 2026

08:00AM	Included Breakfast at hotel
10:00AM	Get those singing voices ready during a final **rehearsal for the Octavo Series**
12:30PM	Lunch on own – Grand Central Station
01:30PM	After, enjoy one of New York's most popular tours – the **Radio City Music Hall backstage tour!** *Touring through this massive theater and backstage shed a new light on just how intricate stage production is. And you'll meet a Rockette!*
3PM-7PM	Scheduled final sound checks at Alice Tully Hall, Lincoln Center – time TBA *(we will know 60 days prior to departure)*
TBD	*Depending on rehearsal time, we will include a visit & free Time at Central Park here…*
08:00PM	It's time to shine**! Take the stage for your concert performance at Alice Tully Hall in the Lincoln Center**
11:00PM	Post-Concert Reception – details and location TBA

TUESDAY MARCH 17, 2026

06:00AM	Included Breakfast at Hotel
07:30AM	Pack & load bus
08:00AM	Depart hotel for NYC La Guardia Airport
11:10AM	Depart NYC La Guardia Airport for Minneapolis St. Paul on Delta Air Lines #2409
01:26PM	Arrive at Minneapolis St. Paul Airport Terminal One
02:30PM	Motorcoach Transfer to Duluth East High School
05:30PM	Arrive at Duluth East High School

DISTRICT 709
FIELD TRIP REQUESTS

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

DIRECTIONS: All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

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Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: ☒ Recommended ☐ Not Recommended — Name: [signature] Date: 11-12-25

Assistant Superintendent: ☒ Recommended ☐ Not Recommended — Name: [signature] Date: 11/14/25

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

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

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

1. Organization/Grade/Course Planning Trip: DEHS Chamber Orch. Sterling Strings
2. Contact Person (Responsible for Checklist Completion): Byron Klimek
3. Field Trip Date(s): March 13-16'26 Destination: Chicago, IL
4. Field Trip Overview (Include events, establishments and locations): Chicago Symphony, Community performances, Field museum, etc.
5. Field Trip Departure from School (Date and Time): 9 AM March 13
   Field Trip Return to School (Date and Time): 4:30 PM March 16
6. Objectives of Field Trip: To perform for broader communities and bond as an ensemble.
7. Relationship to Curriculum or Student Learning: They will experience the height of orchestral playing @ Chicago Symphony.
8. Planned Follow-up Field Trip Activities: Perform locally @ DSSO + Solo + ensemble
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	$ [illegible]
Total Meals	$
Total Lodging	$
Total Transportation ☐ School District Vehicle(s) ☐ Commercial Transportation Carrier ~ Name: _____ ☐ Private Vehicle (requires certificate of insurance) ~ Name: _____	$
Total Additional Stipends:	$
Other:	$
Total	$ 14,690.00

Revenues		
District Budget	Code:	$
Booster Group		$
Donations		$ 300
Student Fees		$ 850.00
Total Additional Stipends:		$
Total		$ [illegible] 14,750.00

Jaybee Travel does not provide cost breakdown, we are using their quotes.

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

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

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

TIME	LOCATION
	Attached

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

Signature of Contact Person: Byron Bl

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

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

Signature of Contact Person: Byron Bl

JAYBEE TRAVEL

(218) 409-6188 • jaybeetravelmn@gmail.com

Group, Cruise,
and Student Tour Specialist

Duluth East High School - Sterling Strings
Tour to Chicago
March 13-16, 2026

DAY ONE: Friday, March 13

09:00AM	Load the bus at Duluth East High School
12:00PM	Stop in Eau Claire for Lunch on Own at Oakwood Mall
01:00PM	Depart for Chicago
06:00PM	Arrive in at Hotel, Check-In **Chicago Marriott Naperville** 1801 North Naper Boulevard, Naperville, IL (630) 505-4900
07:00PM	Pizza Party, Swim, and Relax

DAY TWO: Saturday, March 14

07:00AM	Included Breakfast at Hotel Restaurant
09:15AM	Load bus and travel to **Garfield Park Conservatory**
10:00AM	Visit to the **Garfield Park Conservatory**
12:00PM	Load Bus and travel to Navy Pier
12:30PM	Walk around **Navy Pier for lunch on your own**
02:00PM	Admission to **Field Museum of Chicago** *Bus drop - 1400 S. Lake Shore Drive, Chicago, IL 60605*
04:30PM	Travel to Group Dinner
05:00PM	Included Group Dinner at **Ed Debevic's**
06:00PM	Load Bus and Travel to Chicago Symphony Orchestra *220 South Michigan Avenue, Chicago, IL 60604*
06:15PM	FREE Preconcert Lecture! *Presented 75 minutes prior to the concert by a musicologist - a terrific way* *to enhance the concert experience and to ask questions.*
07:30PM	**Performance at the Chicago Symphony of Jakub Hrůša & Leif Ove Andsnes**
09:30PM	Concert Ends, Return to Hotel

DAY THREE: Sunday, March 15

7:00AM	Included Breakfast at Hotel Restaurant
TBA	Load bus
TBA	Drive to Chicago Temple
TBA	Warm up and rehearse
TBA	Play at 11 am service
TBA	Lunch at Chicago Temple
TBA	Concert at Chicago Temple
TBA	Drive to Water Tower Place
TBA	Shopping at Water Tower Place
TBA	Dinner – TBA location
6:00PM	Drive to Hotel
7:45PM	Relax and Swim at Hotel

DAY FOUR: Monday, March 16

07:00AM	Included Breakfast at Hotel Restaurant
08:00AM	Hotel Check Out and Load bus
12:00PM	Arrive Tomah, WI for lunch on own
01:00PM	Depart Tomah
04:30PM	Arrive in Duluth

11/5/2025

Board of Education
Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

ICS
A LEDENCE Company

1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413
ics-builds.com
(763) 354-2670

ISD 709
DULUTH PUBLIC SCHOOLS
NOV 18 2025
APPROVED BY
SCHOOL BOARD

Re: Duluth Public Schools, ISD #709
Lowell Elementary School Lighting Replacement
Duluth, MN 55802

Dear Board Members:

ICS has reviewed the bids that were received on Tuesday, November 4, 2025, for the above-referenced project. Our recommendation for award is as follows:

Single Prime - Electrical
Wescom, Inc. – Duluth, MN

BASE BID:	$538,194.00
TOTAL	**$538,194.00**

Based on the recommendations above, we recommend that the District enter into a contract with the above-mentioned contractors for the total bid amount of **Five Hundred Thirty-Eight Thousand One Hundred Ninety-Four Dollars and No/100 Cents ($538,194.00).**

Upon Board action, we will draft a contract reflecting this amount to each of the respective Contractors.

Enclosed are copies of the official bid tabulation, bid forms and bid securities. Please contact us at 763-354-2670 should you have any questions regarding our recommendation.

Regards,

Mark Needham
ICS Senior Project Manager

MN/rw

Enclosures

K Eder 11.18.25
Kelly Durick Eder, Board Chair

Lowell Elementary Lighting Replacement

OWNER: Duluth Public Schools, ISD #709
CONSTRUCTION MANAGER: ICS
M & E ENGINEER: Design Tree

BID TABULATIONS

Tuesday, November 4, 2025 @ 10:15 a.m.

Work Scope 01 - Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Wescom, Inc. **5137 Jean Duluth Road** **Duluth, MN 55803** **218-724-1322**	**Wolf River Electric** **101 Isanti Pkwy, Ste G** **Isanti, MN 55040** **952-412-7719**	**Duluth Electrical Contracting, Inc.** **5051 Miller Trunk Hwy** **Duluth, MN 55811** **218-724-5566**	**Hunt Electric Corporation** **4330 West 1st St, Ste B** **Duluth, MN 55807** **218-628-3323**	**Holden Electric Co., Inc.** **7669 College Road** **Baxter, MN 56425** **218-829-4759**	**PEC Solutions, LLC dba ArchKey/Parsons Electric** **1415 Highway 33 S** **Cloquet, MN 55720** **218-428-5484**	
BID SECURITY	Yes	Yes	Yes	Yes	Yes	Yes	
ADDENDA REC'D.	1	1	1	1	1	1	
BASE BID:	$538,194.00	$657,366.00	$672,889.00	$694,427.00	$842,000.00	$1,087,000.00	
Signed Bid Form:	x Eric Schillereff	x Dan Halvorsen	x Rick Hart	x Jeffrey Tyllia	x Micah Toftness	x Matt Collins	
		Alt. No. 1: $211,288.00					

Lowell Elementary Lighting Replacement

OWNER: Duluth Public Schools, ISD #709
CONSTRUCTION MANAGER: ICS
M & E ENGINEER: Design Tree

BID TABULATIONS

Tuesday, November 4, 2025 @ 10:15 a.m.

Work Scope 01 - Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Archkey Parsons Electric	Duluth Electrical Contracting	Wescom Inc.	Hunt Electric	Holden Electric	Wolf River Electric		
BID SECURITY	X	X	X	X	X	X		
ADDENDA REC'D.	X	X	X	X	X	X		
BASE BID:	1,087,000	672,889	538,194	694,427	842,000	657,366		
Signed Bid Form:	X	X	X	X	X	X		
light Pole bases						211,588		

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Wescom, inc
5137 Jean Duluth Rd
Duluth, MN 55803

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lowell Elementary School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** Lighting Replacemunt
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Five Hundred thirty-eight thousand, one hundred ninety-four $ 538,194.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 5137 Jean Duluth Rd

City: Duluth State: MN Zip: 55803

Phone Number: (218) 724-1522 Fax Number: N/A

Name (typed or printed): Eric Schillereff

Signature: Eric Schillereff

Title: Lead Estimator

Date: 11/4/25

END OF SECTION 00 41 13

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
WESCOM INC.
5137 Jean Duluth Rd
Duluth, Minnestoa 55803

SURETY:
(Name, legal status and principal place of business) AMERICAN ALTERNATIVE INSURANCE CORPORATION
555 College Road East, P.O. Box 5241
Princeton, New Jersey 08543

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
DULUTH PUBLIC SCHOOLS
709 Portia Johnson Drive
Duluth, Minnesota 55811

BOND AMOUNT: Five Percent (5%) of the Total Amount of the Bid

PROJECT:
(Name, location or address, and Project number, if any)
Lowell Elementary Lighting Replacement
Duluth Bid Number 1343
Duluth, Minnesota

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November 2025

By Jean M. Stenberg
(Witness)

By
(Witness) Kim Payton, Littleton, Colorado

WESCOM INC.
(Contractor as Principal) *(Seal)*

(Title) Eric Schillereff, Lead Estimator

AMERICAN ALTERNATIVE INSURANCE CORPORATION
(Surety) *(Seal)*

By
(Title) Douglas J. Rothey, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
/

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CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Douglas J. Rothey; Kimberly McAlexander; Kim Payton; Wesley J. Butorac; and Zach Rothey

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000)**.
Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to thesame extent as if signed by the President of said Company under its corporate seal attested by its Secretary.
This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.

AMERICAN ALTERNATIVE INSURANCE CORPORATION CORPORATE SEAL 1923 STATE OF DELAWARE

By: Michael G. Kerner
President

Attest: Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.

JILLIAN SANFILIPPO NOTARY PUBLIC NEW JERSEY

Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

   RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

   RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

   FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

   FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.
4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 4th day of November 20 25

AMERICAN ALTERNATIVE INSURANCE CORPORATION CORPORATE SEAL 1923 STATE OF DELAWARE

AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera (Sep 24, 2021 16:06 EDT)

Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/3/2025

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).

PRODUCER	CONTACT NAME: Tucker Hanlon
Hanlon & Associates 501 S Lake Ave Ste 400 Duluth, MN 55802	PHONE (A/C, No, Ext): (218) 491-7855 FAX (A/C, No): E-MAIL ADDRESS: katie@hanlonandassociates.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CHARTER OAK FIRE INS CO	25615
INSURER B : TRAVELERS PROP CAS CO OF AMER	25674
INSURER C : TRAVELERS IND CO	25658
INSURER D : Certain Underwriters at Lloyd's, London	15792
INSURER E :	
INSURER F :	

INSURED
Wescom Inc
5137 Jean Duluth Rd
Duluth, MN 55803

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Stop Gap Liability (ND & WY) GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		VTC2O-CO-5K009914-COF-25	07/27/2025	07/27/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 15,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		VTJ-CAP-5K009926-TIL-25	07/27/2025	07/27/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y		CUP-5K009938-25-25	07/27/2025	07/27/2026	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-B6406708-25-25-K	07/27/2025	07/27/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
B/D	Rented & Leased Equipment/ Professional & Pollution Liability			B5402306 / B0621PWESC000724	07/27/2025	07/27/2026	Rented Leased Equip Professional Aggregate Professional Per Claim		$250,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lowell Elementary School Lighting Replacement
Project Location: 2000 Rice Lake Rd, Duluth, MN 55811

CERTIFICATE HOLDER

Duluth Public Schools
709 Portia Johnson Drive
Duluth MN 55811

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Tucker Hanlon

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SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Wolf River Electric
101 Isanti Pkwy Ste G
Isanti, MN 55040

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** Div 26 Electrical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ six hundred fifty seven thousand three hundred sixty six | $657,366

Alternates

Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ two hundred eleven thousand two-hundred eighty eight | $211288

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ NA | $ 0

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ NA | $ 0

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 101 Isanti Parkway Ste C

City: Isanti State: MN Zip: 55040

Phone Number: (952) 412-7719 Fax Number: (763) 401 6968

Name (typed or printed): Dan Halvorsen

Signature: Dan Halvorsen

Title: Lead Estimator

Date: 10/30/2025

END OF SECTION 00 41 13

Duluth Public Schools, ISD #709 - Lowell Elementary Lighting Replacement

November 3, 2025

Prepared By:
Wolf River Electric
101 Isanti Parkway Northwest Ste G
ISANTI, Minnesota 55040
6122087210
DANIEL@WOLFRIVERELECTRIC.COM

Scope of Work
Inclusions:
Install as specified on plans and specifications.
Exclusions:
Structural modifications
Site remediation (hazmat, etc.)
Utility tariff changes or interconnection fees
Electrical work outside of scope on plans
Utility fees or transformer upgrades
Special/independent electrical testing
Demo/removal outside of plan specifics
Repairs to existing conditions/utilities
X-raying or surveying
Overtime, weekend, or premium labor
Performance/payment bonds (can be added at cost)

Subtotals

Material	$262,230.16
Labor	$338,240.63
Equipment	$33,295.00
Taxes	$23,600.71
Proposal Total	**$657,366.50**

Duluth Public Schools, ISD #709 - Lowell Elementary Lighting Replacement Alt 1

November 3, 2025

Prepared By:
Wolf River Electric
101 Isanti Parkway Northwest Ste G
ISANTI, Minnesota 55040
6122087210
DANIEL@WOLFRIVERELECTRIC.COM

Scope of Work
Inclusions:
Install as specified on plans and specifications.
Exclusions:
Structural modifications
Site remediation (hazmat, etc.)
Utility tariff changes or interconnection fees
Electrical work outside of scope on plans
Utility fees or transformer upgrades
Special/independent electrical testing
Demo/removal outside of plan specifics
Repairs to existing conditions/utilities
X-raying or surveying
Overtime, weekend, or premium labor
Performance/payment bonds (can be added at cost)

Subtotals

Material	$59,777.63
Labor	$114,756.10
Equipment	$31,375.00
Taxes	$5,379.98
Proposal Total	**$211,288.71**

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Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)
LTL LED, LLC Dba Wolf River Electric
101 Isanti Parkway NE
Isanti, MN 55040

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)
Old Republic Surety Company
P.O. Box 1976
Des Moines, IA 50305

a corporation duly organized under the laws of the State of **Wisconsin**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)
ISD #709 - Duluth
215 North 1st Avenue E
Duluth, MN 55802

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount of the Bid**
Dollars ($ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
ISD #709- Duluth public schools- Lowell Elementary

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **4th** day of **November, 2025**

Dan Halbritter
(Witness)

LTL LED, LLC Dba Wolf River Electric
(Principal) (Seal)

Lead Estimator
(Title)

Old Republic Surety Company
(Surety)

(Witness)

(Title) Name Alemdar (Seal)
Attorney-in-Fact

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Isanti

On this 4 day of November, 2025 before me personally appeared Dan Halverson to me known, who being by me duly sworn, that he is the officer of the LTL LED, LLC dba * the Limited Liability Company described in and which executed the foregoing instrument; that he knows the seal of said Limited Liability Company; that the seal affixed to said instrument is such company seal; that it was affixed by order of the Board of Governors of said Limited Liability Company; and that he signed his name thereto by like order.

* Wolf River Electric

Kate Goodmanson
Notary Public
Minnesota
My Commission Expires 01/31/2030

Notary Public, Kate Goodmanson

(Notarial Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota

COUNTY OF Washington

On this 4 day of November, 2025 before me appeared Name Alemdar to me personally known, who being duly sworn, did say that he is the aforesaid officer or attorney in fact of Old Republic Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid office acknowledged said instrument to be the free act and deed of said corporation.

JEFFREY MITCHELL SETTEM
NOTARY PUBLIC
MINNESOTA
My Commission Expires January 31, 2026

Notary Public, JMS

(Notarial Seal)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: BRUCE A. CHRISTENSEN, RICK T. REDDING, CLINT J. SICHMELLER, KATIE MARIE RANDOLPH, BARB MICHAELS, BARBARA D. HANSEN, MARILYN J. HENTGES, STACY BURY, SCOTT A. FOGELSON, JEFFREY SETTEM, NAME ALEMDAR, MELISSA M. NORDIN, ALAN STARKS, TYLER GERADS, ALEXANDRA KISSELL of EDEN PRAIRIE, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10th day of February, 2022

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 10th day of February 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2662

Signed and sealed at the City of Brookfield, WI this 4th day of November, 2025.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Christensen Group - IRI

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: DULUTH ELECTRICAL CONTRACTING, INC
5051 MILLER TRUNK HWY
DULUTH, MN. 55811

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lowell Elementary School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 1 - ONE
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ SIX HUNDRED SEVENTY-TWO THOUSAND EIGHT HUNDRED EIGHTY-NINE $ 672,889.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 5051 MILLER TRUNK HWY

City: DULUTH State: MN Zip: 55811

Phone Number: 218-724-5566 Fax Number: 218-728-2163

Name (typed or printed): RICK HART

Signature:

Title: PRESIDENT

Date: 11-4-25

END OF SECTION 00 41 13

AIA Document A310™ – 2010

Bond No. FB0004882

Bid Bond

CONTRACTOR:
Name, legal status and address)
Duluth Electrical Contracting, Inc.
5051 Miller Trunk Hwy

Duluth, MN 55811

SURETY:
(Name, legal status and principal place of business)
GRANITE RE, INC.
14001 Quailbrook Drive

Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
ISD#709-Duluth Public Schools

Bond Amount: Five Percent **of the Bid Amount (** 5% **of Bid Amount)**

PROJECT: Lowell Elementary School lighting upgrade

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November, 2025

	Duluth Electrical Contracting, Inc.
	(Principal) *(Seal)*
(Witness)	*(Title)*
	GRANITE RE, INC.
	(Surety) *(Seal)*
(Witness)	*(Title)* Attorney-In-Fact Troy Staples

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN)
)
County of St. Louis)

On this 4th day of Nov, in the year 2025, before me personally come(s) Richard Hart, to me known, who, being duly sworn, deposes and says that he/she is the president of the DEC the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

JENNIFER J CANNON
Notary Public
Minnesota
My Commission Expires Jan. 31, 2029

_____
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 4th day of November, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of GRANITE RE, INC, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of GRANITE RE, INC, company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

_____
Notary Public

LINDSAY ANN HILDERBRAND
Notary Public
Minnesota
My Commission Expires Jan. 31, 2030

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 4th day of November, 2025.

Kyle P. McDonald, Assistant Secretary

GR0800-1

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Hunt Electric Corporation

4330 West 1st St, Ste B

Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lowell Elementary School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 1
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ SIX HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED TWENTY-SEVEN | $ 694,427.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4330 West 1st St, Ste B

City: Duluth State: MN Zip: 55807

Phone Number: 218-628-3323 Fax Number: 218-624-7485

Name (typed or printed): Jeffrey Tyllia

Signature:

Title: Vice President of Business Development

Date: 11/4/25

END OF SECTION 00 41 13

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Bid Bond

CONTRACTOR:
(Name, legal status and address)
Hunt Electric Corporation
4330 West 1st Street, Suite B,
Duluth, MN 55807

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
151 N. Franklin Street,
Chicago, IL 60606

OWNER:
(Name, legal status and address)
Duluth Public Schools, ISD #709
709 Portia Johnson Drive,
Duluth, MN 55811

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT $: Five Percent of Total Amount Bid (5%)

PROJECT Lowell Elementary Lighting Replacement, Duluth Bid Number 1343, Duluth, Minnesota
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November, 2025

	Hunt Electric Corporation
(Witness)	*(Contractor as Principal)* *(Seal)*
	(Title)
	Western Surety Company
(Witness)	*(Surety)* *(Seal)*
	(Title) Mary Jo Dingwall, Attorney-in-Fact

Init.
/

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User Notes: (1345475917)

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who is being by me duly sworn, did depose and say that he/she resides in _____ and that he/she is a member, manager, or officer of the limited liability company of _____ _____ and that he/she is duly authorized to execute the foregoing instrument in the name of and for the limited liability company.

_____
Notary Public, _____
County, _____
My Commission Expires _____

(Notarial Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota)
COUNTY OF St. Louis)

On this 4th day of November, 20 25, before me personally appeared Jeffrey Tylka to me known, who is being by me duly sworn, did depose and say that he/she resides in St Louis County and that he/she is the VP of Business Development of the Hunt Electric Corporation corporation described in, and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation; and that he signed his/her name thereto by like order.

SAMANTHA DAMMER
Notary Public
Minnesota
My Commission Expires January 31, 2029
(Notarial Seal)

Samantha Dammer
Notary Public, St Louis
County, Minnesota
My Commission Expires 1/31/29

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota)

On this 4th day of November, 20 25, before me personally appeared Mary Jo Dingwall to me known, who is being by me duly sworn, did depose that he/she is the aforesaid officer or attorney in fact of the Western Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

MATTHEW SCHMIDT
Notary Public
Minnesota
My Commission Expires 1/31/2028
(Notarial Seal)

Matthew Schmidt
Notary Public, Hennepin
County, Minnesota
My Commission Expires January 31, 2028

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

Mark N Kampf, Mary Jo Dingwall, Thomas M Reuder, Rocklyn C Bullis, Jonathon Diessner, Yaralitza Rivas, Matthew Schmidt, Daniel A Kampf, Individually

of Burnsville, 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 16th day of January, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of January, 2025, 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 NOTARY PUBLIC SOUTH DAKOTA

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-Laws 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 4th day of November, 2025

WESTERN SURETY COMPANY

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 27th 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 > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Holden Electric Co., Inc.

7669 College Road

Baxter, MN 56425

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lowell Elementary School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 01 - Electrical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Eight Hundred Fourty Two Thousand Dollars | $ 842,000.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/2025 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 7669 College Road

City: Baxter State: MN Zip: 56425

Phone Number: 218-829-4759 Fax Number: _____

Name (typed or printed): Micah Toftness

Signature: _____

Title: President

Date: 11/4/2025

END OF SECTION 00 41 13

AIA Document A310™ – 2010

Bond No. UB002932

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Holden Electric Co. Inc.
7669 College Rd

Baxter, MN 56425

SURETY:
(Name, legal status and principal place of business)
United Fire & Casualty Company
P.O. Box 73909
118 - 2nd Ave SE (Zip 52401)
Cedar Rapids, IA 52407

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

ISD#709-Duluth Public Schools

Bond Amount: Five Percent **of the Bid Amount (** 5% **of Bid Amount)**

PROJECT: Lowell Elementary Lighting Replacement Duluth Bid Number #1343 - Work Scope 01 - Electrical

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of November, 2025

	Holden Electric Co. Inc. *(Principal)* *(Seal)*
(Witness)	*(Title)*
	United Fire & Casualty Company *(Surety)* *(Seal)*
(Witness)	*(Title)* Attorney-in-Fact Troy Staples

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
County of Crow Wing)

On this 3rd day of November, in the year 2025, before me personally come(s) Vesse Johnson, to me known, who, being duly sworn, deposes and says that he/she is the Vice President of the Holden Electric Co., Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Courtney Henderson
Notary Public

ACKNOWLEDGMENT OF SURETY

COURTNEY I HENDRICKSON
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2030

State of Minnesota)
)
County of Dakota)

On this 3rd day of November, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-In-Fact of United Fire & Casualty Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-In-Fact of United Fire & Casualty Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-In-Fact of the said company by like order.

LINDSAY ANN HILDERBRAND
Notary Public
Minnesota
My Commission Expires Jan. 31, 2030

_____
Notary Public

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

THOMAS G. KEMP, THOMAS M. LAHL, ZACHARY PATE, TROY STAPLES, NICHOLAS HOCHBAN, JENNIFER BOYLES, JOEL KRECH, MAXWELL BOHLIG, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 22nd day of January, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of January, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M. Saylor
Vice President

State of Iowa, County of Linn, ss:

On 22nd day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; 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 corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A. Jones
Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 3rd day of November, 2025.

By: Mary A. Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BFOA0045 122015

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: PEC Solution/ArchKey DBA Parsons Electric

1415 MN 33 S Cloquet, MN 55720

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lowell Elementary School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** Electrical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One Million and Eighty Seven thousand Dollars. | $ 1,087,000.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10-30-2025 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1415 MN 33 S

City: Cloquet State: MN Zip: 55720

Phone Number: 218-428-5484 Fax Number:

Name (typed or printed): Matthew Collins

Signature: Matt Collins Digitally signed by Matt Collins Date: 2025.11.04 09:27:59 -06'00'

Title: Project Manager

Date: 11-04-2025

END OF SECTION 00 41 13

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

PEC Solutions, LLC dba ArchKey/
Parsons Electric
1415 Highway 33 S
Cloquet, MN 55720

OWNER:
(Name, legal status and address)

Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

SURETY:
(Name, legal status and principal place of business)

Pennsylvania Insurance Company
P.O. Box 3646
Omaha, NE 68103-0646

Mailing Address for Notices

Applied Surety Underwriters -
Surety Claims
10805 Old Mill Road
Omaha, NE 68154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

PROJECT: $ 5% G.A.B. Five Percent of the Greatest Amount Bid
(Name, location or address, and Project number, if any)

Lowell Elementary Lighting Replacement - Duluth Bid Number 1343

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November, 2025.

Cora Haines
(Witness) Cora Haines

PEC Solutions, LLC dba ArchKey/Parsons Electric
(Principal) *(Seal)*

By: _____
(Title) Jeff Russell, Vice President of Risk Management

PEC SOLUTIONS LLC CORPORATE SEAL DELAWARE

_____
(Witness) Ashley Britt

Pennsylvania Insurance Company
(Surety) *(Seal)*

By: _____
(Title) David T. Miclette, Attorney-In-Fact

California Insurance Company · Continental Indemnity Company · Illinois Insurance Company · Pennsylvania Insurance Company

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. BMBHOU01_1123

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

Ashley Britt, Barry K. McCord, David T. Miclette, Lucas Lomax, Nikole Jeannette, Rita G. Gulizo, Robert C. Davis, Stacey Bosley, Stacy Owens, Will Duke, Nancy Rios, Kathleen Cuckler, Aaron Hawley, Sandra Villegas

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.**

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

California Insurance Company, Continental Indemnity Company, Illinois Insurance Company, Pennsylvania Insurance Company

SEAL SEAL SEAL SEAL

By _____
Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS.

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.

GENERAL NOTARY - State of Nebraska
LINDA S. DAVIS
My Comm. Exp. September 1, 2027

_____
(Notary Public)

I, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, **Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** New Mexico Corporations of Santa Fe, New Mexico, do herby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 4th day of November, 20 25.

SEAL SEAL SEAL SEAL

_____
Jeffrey A. Silver, Secretary

11/5/2025

Board of Education
Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413
ics-builds.com
(763) 354-2670

ISD 709
DULUTH PUBLIC SCHOOLS
NOV 18 2025
APPROVED BY
THE SCHOOL BOARD

Re: Duluth Public Schools, ISD #709
Lincoln Park Middle School Lighting Replacement
Duluth, MN 55802

Dear Board Members:

ICS has reviewed the bids that were received on Tuesday, November 4, 2025, for the above-referenced project. Our recommendation for award is as follows:

Single Prime - Electrical
Wolf River Electric – Isanti, MN

BASE BID:	$948,615.00
TOTAL	**$948,615.00**

Based on the recommendations above, we recommend that the District enter into a contract with the above-mentioned contractors for the total bid amount of Nine **Hundred Forty-Eight Thousand Six Hundred Fifteen Dollars and No/100 Cents ($948,615.00).**

Upon Board action, we will draft a contract reflecting this amount to each of the respective Contractors.

Enclosures are copies of the official bid tabulation, bid forms and bid securities. Please contact us at 763-354-2670 should you have any questions regarding our recommendation.

Regards,

Mark Needham
ICS Senior Project Manager

MN/rw

Enclosures

K Eder 11.18.25

Kelly Durick Eder, Board Chair

Lincoln Park Middle School Lighting Replacement

OWNER: Duluth Public Schools, ISD #709
CONSTRUCTION MANAGER: ICS
M & E ENGINEER: Design Tree

BID TABULATIONS

Tuesday, November 4, 2025 @ 10:00 a.m.

Work Scope 01 - Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Wolf River Electric 101 Isanti Pkwy, Ste G Isanti, MN 55040 952-412-7719	**Hunt Electric Corporation 4330 West 1st St, Ste B Duluth, MN 55807 218-628-3323**	**Wescom, Inc. 5137 Jean Duluth Road Duluth, MN 55803 218-724-1322**	**Holden Electric Co., Inc. 7669 College Road Baxter, MN 56425 218-829-4759**	**PEC Solutions, LLC dba ArchKey/Parsons Electric 1415 Highway 33 S Cloquet, MN 55720 218-428-5484**	
BID SECURITY	Yes	Yes	Yes	Yes	Yes	
ADDENDA REC'D.	1	1	1	1	1	
BASE BID:	$948,615.00	$1,205,527.00	$1,281,724.00	$1,884,000.00	$1,920,000.00	
Signed Bid Form:	x Dan Halvorsen	x Jeffrey Tyllia	x Eric Schillereff	x Micah Toftness	x Matt Collins	
ALTERNATES:						
Alt. No. 1: Provide concrete bases for light poles	ADD: $469,747.00	ADD: $257,157.00	ADD: $151,460.00	ADD: $293,000.00	ADD: $248,614.00	
Alt. No. 2: Voluntary Alternate	No change	N.A.		NA		
Alt. No. 3: Voluntary Alternate	No change	N.A.		NA		

Lincoln Park Middle School Lighting Replacement

OWNER: Duluth Public Schools, ISD #709
CONSTRUCTION MANAGER: ICS
M & E ENGINEER: Design Tree

BID TABULATIONS

Tuesday, November 4, 2025 @ 10:00 a.m.

Work Scope 01 - Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Archkey Parsons Electric	Wescom inc.	Hunt Electric	Halden Electric	Wolf river Electric			
BID SECURITY	X	X	X	X	X			
ADDENDA REC'D.	X	X	X	X	X			
BASE BID:	1,920,000	1,281,724	1,205,527	1,884,000	948,615			
Signed Bid Form:	X	X	X	X	X			
ALTERNATES:								
Alt. No. 1: Provide concrete bases for light poles	248,614	151,460	257,157	293,000	969,747			
Alt. No. 2: Voluntary Alternate								
Alt. No. 3: Voluntary Alternate								

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Wolf River Electric
101 Isanti Pkwy Ste G
Isanti, MN 55040

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** Division 26 Electrical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ nine hundred forty eight thousand six hundred fifteen | $ 948,615

Alternates

Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ four hundred sixty nine thousand - seven hundred forty seven | $ 469,747

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ NA | $ 0

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ NA | $ 0

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 101 Isanti Pkwy Ste G

City: Isanti State: MN Zip: 55040

Phone Number: (952) 412-7719 Fax Number: (763) 401-6968

Name (typed or printed): Dan Halvorsen

Signature: Dan Halvorsen

Title: Master Electrician / Lead Estimator

Date: 11/3/25

END OF SECTION 00 41 13

AIA® Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)
LTL LED, LLC Dba Wolf River Electric
101 Isanti Parkway NE
Isanti, MN 55040

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)
Old Republic Surety Company
P.O. Box 1976
Des Moines, IA 50305

a corporation duly organized under the laws of the State of **Wisconsin**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)
ISD #709 - Duluth
215 North 1st Avenue E
Duluth, MN 55802

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount of the Bid** Dollars ($ **5%**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
ISD #709- Duluth public schools- Lowell Elementary

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **4th** day of **November, 2025**

(Witness)	**LTL LED, LLC Dba Wolf River Electric** *(Principal)* (Seal)
	Lead Estimator *(Title)*
(Witness)	**Old Republic Surety Company** *(Surety)*
	(Title) Name Alemdar **Attorney-in-Fact** *(Seal)*

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OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: BRUCE A. CHRISTENSEN, RICK T. REDDING, CLINT J. SICHMELLER, KATIE MARIE RANDOLPH, BARB MICHAELS, BARBARA D. HANSEN, MARILYN J. HENTGES, STACY BURY, SCOTT A. FOGELSON, JEFFREY SETTEM, NAME ALEMDAR, MELISSA M. NORDIN, ALAN STARKS, TYLER GERADS, ALEXANDRA KISSELL of EDEN PRAIRIE, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the natura thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10th day of February, 2022

OLD REPUBLIC SURETY COMPANY

Karen J Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 10th day of February, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to tha above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2662

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 4th day of November 2025.

Karen J Haffner
Assistant Secretary

ORSC 22262 (3-06)

Christensen Group - IRI

SECTION 00 50 00

LIST OF CONTRACT FORMS

1.01 GENERAL

A. The following is a list of forms and standards applicable to this Project.

1.02 FORMS

A. Bid Form: As bound in this Project Manual, section 00 41 13.

B. Bid Bond Form: Standard AIA Document A-310 that complies with all state requirements. Submit with Bid with proper Power of Attorney certificate and acknowledgment.

C. Contract Form: The Contract form will be AIA document A132-2019. See attached

D. Performance/Payment Bond: Standard AIA Document A312 Performance Bond and Payment Bond, 1984 edition that complies with all state requirements. Submit in two copies, with proper Power of Attorney and acknowledgement upon execution of contract agreement with Owner.

END OF SECTION 00 50 00

Duluth Public Schools, ISD #709 - Lincoln Park Middle School Lighting Replacement

November 3, 2025

Prepared By:
Wolf River Electric
101 Isanti Parkway Northwest Ste G
ISANTI, Minnesota 55040
6122087210
DANIEL@WOLFRIVERELECTRIC.COM

Scope of Work
Inclusions:
Install as specified on plans and specifications.
Exclusions:
Structural modifications
Site remediation (hazmat, etc.)
Utility tariff changes or interconnection fees
Electrical work outside of scope on plans
Utility fees or transformer upgrades
Special/independent electrical testing
Demo/removal outside of plan specifics
Repairs to existing conditions/utilities
X-raying or surveying
Overtime, weekend, or premium labor
Performance/payment bonds (can be added at cost)

Subtotals

Material	$427,709.50
Labor	$460,214.52
Equipment	$26,475.00
Taxes	$34,216.56
Proposal Total	$948,615.58

Terms and Conditions
Terms & Notes

This quote is valid for 60 days from the issue date.
No sales tax applied to this estimate.
Important Disclaimer: If unexpected site conditions are encountered that require additional materials or labor this quote may be subject to adjustment with customer approval.
This quote includes all labor, materials, site survey, permitting, and equipment costs necessary to complete the outlined work.

Duluth Public Schools Lincoln Park MS Alt 1

November 3, 2025

Prepared By:
Wolf River Electric
101 Isanti Parkway Northwest Ste G
ISANTI, Minnesota 55040
6122087210
DANIEL@WOLFRIVERELECTRIC.COM

Scope of Work
Inclusions:
Install as specified on plans and specifications.
Exclusions:
Structural modifications
Site remediation (hazmat, etc.)
Utility tariff changes or interconnection fees
Electrical work outside of scope on plans
Utility fees or transformer upgrades
Special/independent electrical testing
Demo/removal outside of plan specifics
Repairs to existing conditions/utilities
X-raying or surveying
Overtime, weekend, or premium labor
Performance/payment bonds (can be added at cost)

Subtotals

Material	$156,663.30
Labor	$259,486.02
Equipment	$41,065.00
Taxes	$12,533.05
Proposal Total	$469,747.37

Terms and Conditions
Terms & Notes

This quote is valid for 60 days from the issue date.
Important Disclaimer: If unexpected site conditions are encountered that require additional materials or labor this quote may be subject to adjustment with customer approval.
This quote includes all labor, materials, site survey, permitting, and equipment costs necessary to complete the outlined work.

Signature

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools
Independent School District #709
709 Portia Johnson Drive
Duluth, MN 55811

and the Contractor:
(Name, legal status, address, and other information)
LTL LED LLC Dba Wolf River Electric
101 Israhi Pkwy Ste G
Israhi MN 55040

for the following Project:
(Name, location, and detailed description)

Lincoln Park Middle School Lighting Replacement
3215 W. 3rd Street
Duluth, MN 55806

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Design Tree Engineering + Land Surveying
120 17th Avenue West
Alexandria, MN 56308

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS
(Paragraph deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by May 30, 2026.

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§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

[X] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

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Item	Price

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.3 - 4.6 Intentionally omitted
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in **§ 5.1.3** of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

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.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

§ 5.2.2.1

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(Paragraphs deleted)
Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

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§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodies in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
.2 Intentionally omitted as N/A
.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
.4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

.9 Other documents, if any, listed below:

(Paragraph deleted)

This Agreement is entered into as of the day and year first written above.

Duluth Public Schools *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	Master Electrician *(Printed name and title)*

Init. /

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User Notes: (1215578952)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Isanti

On this 4 day of November, 2025 before me personally appeared Dan Halvorsen to me known, who being by me duly sworn, that he is the officer of the LTL LED, LLC dba * the Limited Liability Company described in and which executed the foregoing instrument; that he knows the seal of said Limited Liability Company; that the seal affixed to said instrument is such company seal; that it was affixed by order of the Board of Governors of said Limited Liability Company; and that he signed his name thereto by like order.

* Wolf River Electric

Kate Goodnature Notary Public
Notary Public
Minnesota
My Commission Expires 01/31/2030

Notary Public, Kate Goodnature

(Notarial Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota

COUNTY OF Washington

On this 4 day of November, 2025 before me appeared Name Alemdar to me personally known, who being duly sworn, did say that he is the aforesaid officer or attorney in fact of Old Republic Sweety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid office acknowledged said instrument to be the free act and deed of said corporation.

JEFFREY MITCHELL SETTEM
NOTARY PUBLIC
MINNESOTA
My Commission Expires January 31, 2026

Notary Public,

(Notarial Seal)

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Hunt Electric Corporation

4330 West 1st St, Ste B

Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 1
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ ONE MILLION TWO HUNDRED FIVE THOUSAND FIVE HUNDRED TWENTY-SEVEN | $ 1,205,527.00

Alternates

Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ TWO HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED FIFTY SEVEN | $ 257,157.00

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ N.A. | $

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ N.A. | $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4330 West 1st St, Ste B

City: Duluth State: MN Zip: 55807

Phone Number: 218-628-3323 Fax Number: 218-624-7485

Name (typed or printed): Jeffrey Tyllia

Signature: _____

Title: Vice President of Business Development

Date: 11/3/25

END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Hunt Electric Corporation
4330 West 1st Street, Suite B,
Duluth, MN 55807

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
151 N. Franklin Street,
Chicago, IL 60606

OWNER:
(Name, legal status and address)
Duluth Public Schools, ISD #709
709 Portia Johnson Drive,
Duluth, MN 55811

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT $: Five Percent of Total Amount Bid (5%)

PROJECT Lincoln Park Middle School Lighting Replacement, Duluth Bid Number 1344, Duluth, Minnesota
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November, 2025

	Hunt Electric Corporation
	(Contractor as Principal) *(Seal)*
(Witness)	VP of Business Development
	(Title)
	Western Surety Company
	(Surety) *(Seal)*
(Witness)	*(Title)* Mary Jo Dingwall, Attorney-in-Fact

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User Notes: (1345475917)

Init.

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who is being by me duly sworn, did depose and say that he/she resides in _____ and that he/she is a member, manager, or officer of the limited liability company of _____ _____ and that he/she is duly authorized to execute the foregoing instrument in the name of and for the limited liability company.

_____
Notary Public, _____
County, _____
My Commission Expires _____

(Notarial Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota)
COUNTY OF St Louis)

On this 4th day of November, 20 25, before me personally appeared Jeffrey Tyllia to me known, who is being by me duly sworn, did depose and say that he/she resides in St Louis County and that he/she is the VP of Business Development of the Hunt Electric Corporation corporation described in, and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation; and that he signed his/her name thereto by like order.

SAMANTHA DAMMER
Notary Public
Minnesota
My Commission Expires January 31, 2029
(Notarial Seal)

Samantha Dammer
Notary Public, St Louis
County, Minnesota
My Commission Expires 1/31/29

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota)

On this 4th day of November, 20 25, before me personally appeared Mary Jo Dingwall to me known, who is being by me duly sworn, did depose that he/she is the aforesaid officer or attorney in fact of the Western Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

MATTHEW SCHMIDT
Notary Public
Minnesota
My Commission Expires 1/31/2028
(Notarial Seal)

Matthew Schmidt
Notary Public, Hennepin
County, Minnesota
My Commission Expires January 31, 2028

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

Mark N Kampf, Mary Jo Dingwall, Thomas M Reuder, Rocklyn C Bullis, Jonathon Diessner, Yaralitza Rivas, Matthew Schmidt, Daniel A Kampf, Individually

of Burnsville, 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 16th day of January, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of January, 2025, 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
NOTARY PUBLIC
SOUTH DAKOTA

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-Laws 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 4th day of November, 2025.

WESTERN SURETY COMPANY

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 27th 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 > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Wescom, inc.
5137 Jean Duluth Rd
Duluth, MN 55803

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** Lighting Replacement
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One Million, two hundred eighty-one thousand, Seven hundred twenty four | $ 1,281,724.00

Alternates

Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ one hundred fifty-one thousand, four hundred sixty | $ 151,460.00

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ | $

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ | $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 5137 Jean Duluth Rd

City: Duluth State: MN Zip: 55803

Phone Number: (218) 724-1322 Fax Number: N/A

Name (typed or printed): Eric Schillereff

Signature: Eric Schillereff

Title: Lead Estimator

Date: 11/4/25

END OF SECTION 00 41 13

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
WESCOM INC.
5137 Jean Duluth Rd
Duluth, Minnestoa 55803

SURETY:
(Name, legal status and principal place of business) AMERICAN ALTERNATIVE INSURANCE CORPORATION
555 College Road East, P.O. Box 5241
Princeton, New Jersey 08543

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
DULUTH PUBLIC SCHOOLS
709 Portia Johnson Drive
Duluth, Minnesota 55811

BOND AMOUNT: Five Percent (5%) of the Total Amount of the Bid

PROJECT:
(Name, location or address, and Project number, if any)
Lincoln Park Middle School Lighting Replacement
Duluth Bid Number 1344
Duluth, Minnesota

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November 2025

By Jean M. Stenberg
(Witness)

By
(Witness) Kim Payton, Littleton, Colorado

WESCOM INC.
(Contractor as Principal) *(Seal)*
(Title) Eric Schillereff, Lead Estimator

AMERICAN ALTERNATIVE INSURANCE CORPORATION
(Surety) *(Seal)*
By
(Title) Douglas J. Rothey, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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ACD4307081C

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Douglas J. Rothey; Kimberly McAlexander; Kim Payton; Wesley J. Butorac; and Zach Rothey

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000)**.
Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to thesame extent as if signed by the President of said Company under its corporate seal attested by its Secretary.
This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.

AMERICAN ALTERNATIVE INSURANCE CORPORATION CORPORATE SEAL 1923 STATE OF DELAWARE

By: _____
Michael G. Kerner
President

Attest: _____
Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kemer and Ignacio Rivera, who are personally known to me.

JILLIAN SANFILIPPO NOTARY PUBLIC NEW JERSEY

_____
Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

   RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

   RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

   FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

   FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.
4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 4th day of November 2025.

AMERICAN ALTERNATIVE INSURANCE CORPORATION CORPORATE SEAL 1923 STATE OF DELAWARE

AMERICAN ALTERNATIVE INSURANCE CORPORATION

_____
Ignacio Rivera (Sep 24, 2021 16:06 EDT)
Ignacio Rivera
Deputy General Counsel & Secretary

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/3/2025

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).

PRODUCER	CONTACT NAME: Tucker Hanlon
Hanlon & Associates 501 S Lake Ave Ste 400 Duluth, MN 55802	PHONE (A/C, No, Ext): (218) 491-7855 FAX (A/C, No): E-MAIL ADDRESS: katie@hanlonandassociates.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CHARTER OAK FIRE INS CO	25615
INSURER B : TRAVELERS PROP CAS CO OF AMER	25674
INSURER C : TRAVELERS IND CO	25658
INSURER D : Certain Underwriters at Lloyd's, London	15792
INSURER E :	
INSURER F :	

INSURED
Wescom Inc
5137 Jean Duluth Rd
Duluth, MN 55803

COVERAGES **CERTIFICATE NUMBER:** **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Stop Gap Liability (ND & WY) GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		VTC2O-CO-5K009914-COF-25	07/27/2025	07/27/2026	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	15,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		VTJ-CAP-5K009926-TIL-25	07/27/2025	07/27/2026	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		CUP-5K009938-25-25	07/27/2025	07/27/2026	EACH OCCURRENCE	$	10,000,000
							AGGREGATE	$	10,000,000
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-B6406708-25-25-K	07/27/2025	07/27/2026	[X] PER STATUTE [ ] 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
B/D	Rented & Leased Equipment/ Professional & Pollution Liability			B5402306 / B0621PWESC000724	07/27/2025	07/27/2026	Rented Leased Equip		$250,000
							Professional Aggregate		$1,000,000
							Professional Per Claim		$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lincoln Park Middle School Lighting Replacement
Project Location: 3215 W 3rd St, Duluth, MN 55806

CERTIFICATE HOLDER

Duluth Public Schools
709 Portia Johnson Drive
Duluth MN 55811

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Tucker Hanlon

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SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Holden Electric Co., Inc.

7669 College Road

Baxter, MN 56425

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 01 - Electrical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One Million Eight Hundred Eighty Four Thousand Dollars | $ 1,884,000.00

Alternates

Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.

(Add), Deduct, No Change) $ Two Hundred Ninety Three Thousand Dollars | $ 293,000.00

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ NA | $ NA

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ NA | $ NA

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/2025 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 7669 College Road

City: Baxter State: MN Zip: 56425

Phone Number: 218-829-4759 Fax Number: _____

Name (typed or printed): Micah Toftness

Signature: _____

Title: President

Date: 11/4/2025

END OF SECTION 00 41 13

AIA Document A310™ – 2010

Bond No. UB002933

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Holden Electric Co. Inc.
7669 College Rd

Baxter, MN 56425

SURETY:
(Name, legal status and principal place of business)
United Fire & Casualty Company
P.O. Box 73909
118 - 2nd Ave SE (Zip 52401)
Cedar Rapids, IA 52407

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

ISD#709-Duluth Public Schools

Bond Amount: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Lincoln Park Middle School Lighting Replacement Duluth Bid Number #1344 - Work Scope 01 - Electrical

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of November, 2025

	Holden Electric Co. Inc.
	(Principal) *(Seal)*
(Witness)	*(Title)*
	United Fire & Casualty Company
	(Surety) *(Seal)*
(Witness)	*(Title)* Attorney-in-Fact Troy Staples

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
)
County of Crow Wing)

On this 3rd day of November, in the year 2025, before me personally come(s) Jesse Johnson, to me known, who, being duly sworn, deposes and says that he/she is the Vice President of the Holden Electric Co., Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Courtney Hendrickson
Notary Public

COURTNEY HENDRICKSON
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2030

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 3rd day of November, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of United Fire & Casualty Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of United Fire & Casualty Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

LINDSAY ANN HILDEBRAND
Notary Public
Minnesota
My Commission Expires Jan. 31, 2030

_____
Notary Public

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

THOMAS G. KEMP, THOMAS M. LAHL, ZACHARY PATE, TROY STAPLES, NICHOLAS HOCHBAN, JENNIFER BOYLES, JOEL KRECH, MAXWELL BOHLIG, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 22nd day of January, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2. Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of January, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M. Saylor
Vice President

State of Iowa, County of Linn, ss:

On 22nd day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; 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 corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A. Jones
Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 3rd day of November 2025.

By: Mary A. Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0045 122017

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: PEC Solution/ArchKey DBA Parsons Electric

1415 MN 33 S Cloquet, MN 55720

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** Electrical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One Million Nine Hundred and Twenty thousand Dollars. | $ 1,920,000.00

Alternates

Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.

(Add) Deduct, No Change) $ Two Hundred Forty Eight thousand Six Hundred and Fourteen Dollars. | $ 248,614.00

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ | $

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) $ | $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10-30-2025 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1415 MN 33 S

City: Cloquet State: MN Zip: 55720

Phone Number: 218-428-5484 Fax Number: _____

Name (typed or printed): Matthew Collins

Signature: Matt Collins Digitally signed by Matt Collins DN: C=US, E=matthew.collins@archkey.com, O=Archkey, OU="PEC Solutions ", CN=Matt Collins Date: 2025.11.04 09:16:45-06'00'

Title: Project Manager

Date: 11-04-2025

END OF SECTION 00 41 13

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

PEC Solutions, LLC dba ArchKey/
Parsons Electric
1415 Highway 33 S
Cloquet, MN 55720

OWNER:
(Name, legal status and address)

Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

SURETY:
(Name, legal status and principal place of business)

Pennsylvania Insurance Company
P.O. Box 3646
Omaha, NE 68103-0646

Mailing Address for Notices

Applied Surety Underwriters -
Surety Claims
10805 Old Mill Road
Omaha, NE 68154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

PROJECT: $ 5% G.A.B. Five Percent of the Greatest Amount Bid
(Name, location or address, and Project number, if any)

Lincoln Park Middle School Lighting Replacement - Duluth Bid Number 1344

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November, 2025.

Cora Haines
(Witness) Cora Haines

PEC Solutions, LLC dba ArchKey/Parsons Electric
(Principal) *(Seal)*

By: _____
(Title) Jeff Russell, Vice President of Risk Management

PEC SOLUTIONS LLC CORPORATE SEAL DELAWARE

_____
(Witness) Ashley Britt

Pennsylvania Insurance Company
(Surety) *(Seal)*

By: _____
(Title) David T. Miclette, Attorney-In-Fact

California Insurance Company · Continental Indemnity Company · Illinois Insurance Company · Pennsylvania Insurance Company

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. BMBHOU01_1123

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

Ashley Britt, Barry K. McCord, David T. Miclette, Lucas Lomax, Nikole Jeannette, Rita G. Gulizo, Robert C. Davis, Stacey Bosley, Stacy Owens, Will Duke, Nancy Rios, Kathleen Cuckler, Aaron Hawley, Sandra Villegas

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.**

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company**, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company**, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

California Insurance Company, Continental Indemnity Company,
Illinois Insurance Company, Pennsylvania Insurance Company

By _____
Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.

GENERAL NOTARY - State of Nebraska
LINDA S. DAVIS
My Comm. Exp. September 1, 2027

_____
(Notary Public)

I, the undersigned Officer of the **California Insurance Company**, a California Corporation of Foster City, California, **Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company**, New Mexico Corporations of Santa Fe, New Mexico, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 4th day of November 2025.

_____
Jeffrey A. Silver, Secretary

ISD 709
DULUTH PUBLIC SCHOOLS
NOV 18 2025
589
APPROVED BY
THE SCHOOL BOARD

RESOLUTION

Authorizing the Execution and Delivery of an Amendment to Installment Purchase Contract and a Supplement to Declaration of Trust and Approving the Issuance, Sale and Delivery of $9,080,000 Full Term Certificates of Participation, Series 2025B

BE IT RESOLVED, by the School Board (the "School Board") of Independent School District No. 709, St. Louis County (Duluth), Minnesota (the "District"), as follows:

Section 1. Authority and Background.

A. Pursuant to the authority contained in Minnesota Statutes, Section 126C.40, Subd. 6 (the "Act"), the District is authorized to purchase real or personal property under an installment contract or may lease real or personal property with an option to purchase under a lease purchase agreement upon application to, and approval by, the Minnesota Commissioner of Education.

B. The District has approved a Long-Range Facilities Plan (the "Plan") and the Commissioner of Education has approved the District's borrowing of $111,442,577 under the Act to finance the purchase of real and personal property for the projects set forth in the Plan as described in the Original Contract, as hereinafter defined (the "Original Project").

C. By Resolution B-5-08-2541, adopted May 29, 2008, the School Board determined that it was necessary, expedient and in the best educational interests of the District's pupils and residents that the District enter into an installment purchase contract pursuant to the Act to finance the costs of the Original Project and issuing full term certificates of participation in the installment payments under the installment purchase contract in the maximum principal amount of $111,440,000 pursuant to a declaration of trust.

D. Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the installment payments under the Original Contract to finance the Original Project and the Commissioner authorized the Original Project and the levy.

E. The District selected U.S. Bank National Association, now U.S. Bank Trust Company, National Association, St. Paul, Minnesota (the "Trustee") to act as vendor and the trustee as follows: the Trustee, as vendor, entered into an Installment Purchase Contract dated as of June 1, 2008 (the "Original Contract"), with the District regarding the acquisition, construction and equipping of the Original Project, and the District and the Trustee entered into a Declaration of Trust dated as of June 1, 2008 (the "Original Declaration"), pursuant to which Full Term Certificates of Participation, Series 2008B, in the installment payments under the Original Contract in the principal amount of $111,440,000 (the "2008 Certificates"), were executed and delivered by the Trustee.

F. The District has approved an amendment to the Plan and modified the projects to be financed under the Original Contract and the Commissioner of Education approved the amendment to the Plan and the modification to the Original Project and has approved the

District's borrowing of an additional $5,000,000 under the Act to finance the Original Project, as modified, and as described in the First Amendment to Contract, as hereinafter defined.

G. By Resolution B-9-10-2816 adopted September 21, 2010, the School Board determined that it was necessary, expedient and in the best educational interests of the District's pupils and residents that the District enter into an amendment to the Original Contract to provide additional funds to purchase the real and personal property described in the Plan, as amended, and issuing full term certificates of participation in the installment payments under a supplement to the Original Declaration in the maximum principal amount of $5,000,000.

H. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of October 1, 2010 (the "First Amendment to Contract"), to revise and restate the installment payments, modify the description of the Original Project and amend other related matters, such amendment shall modify the Original Contract. The District and the Trustee entered into a Supplement to Declaration of Trust dated as of October 1, 2010 (the "First Supplement to Declaration"), pursuant to which the Full Term Certificates of Participation, Series 2010C, in the installment payments under the Contract in the principal amount of $5,000,000 (the "2010C Certificates") were executed and delivered by the Trustee.

I. Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the Installment Payments under the Original Contract, as amended, to finance a portion of the costs of the acquisition and improvements to Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary).

J. By Resolution B-4-12-3016 adopted June 19, 2012, the School Board determined that it was necessary, expedient and in the best educational interests of the District's pupils and residents that the District enter into an amendment to the Original Contract, as amended, to provide additional funds to purchase real and personal property for Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary) which are a portion of the Project and issuing full term capital appreciation certificates of participation in the Installment Payments under a supplement to the Original Declaration, as supplemented.

K. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of June 1, 2012 (the "Second Amendment to Contract"), to revise and restate the Installment Payments, modify the description of the Original Project, as amended, and amend other matters, such amendment shall modify the Original Contract, as amended. The District and the Trustee entered into a Supplement to Declaration of Trust dated as of June 1, 2012 (the "Second Supplement to Declaration"), pursuant to which Full Term Capital Appreciation Certificates of Participation, Series 2012A, in the Installment Payments under the Contract in the original principal amount of $12,800,424.50 and a total accreted amount at maturity of $21,700,000.00 (the "2012A Certificates"), were executed and delivered by the Trustee.

L. Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the additional installment payments under the Second Amendment to Contract to finance a portion of the Congdon Elementary and Grant Elementary

(now Myers-Wilkins Elementary), which is a portion of the Project, and the Commissioner authorized the modified Original Project and the levy.

M. Under and pursuant to the Act and Minnesota Statutes, Section 475.67, Subdivisions 1 through 12 and Resolution B-7-16-3385, the District, in order to reduce debt service costs, provided for the issuance of Full Term Refunding Certificates of Participation, Series 2016A (the "2016 Certificates") in the principal amount of $82,605,000 to refund the outstanding principal of the 2008 Certificates.

N. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of August 1, 2016 (the "Third Amendment to Contract"), to revise and restate the installment payments and amend other related matters. The District and the Trustee also entered into a Supplement to Declaration of Trust dated as of August 1, 2016 (the "Third Supplement to Declaration"), pursuant to which the 2016 Certificates were executed and delivered by the Trustee.

O. Under and pursuant to the Act and Minnesota Statutes, Section 475.67, Section 1 through 12 and Resolution B-4-19-3640, the District, in order to reduce debt service costs, provided for the issuance of Full Term Refunding Certificates of Participation, Series 2019C (the "2019C Certificates") in the principal amount of $2,710,000 to refund the outstanding principal of the 2010C Certificates.

P. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of May 1, 2019 (the "Fourth Amendment to Contract"), to revise and restate the installment payments and amend other related matters. The District and the Trustee also entered into a Supplement to Declaration of Trust dated as of May 1, 2019 (the "Fourth Supplement to Declaration"), pursuant to which the 2019C Certificates were executed and delivered by the Trustee.

Q. Under and pursuant to the Act and Minnesota Statutes, Section 475.67, Subdivisions 1 through 12, and Resolution B-2-21-3797, the District, in order to reduce debt service costs, provided for the issuance of Taxable Full Term Refunding Certificates of Participation, Series 2021A (the "2021A Certificate") in the principal amount of $18,385,000.

R. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of March 1, 2021 (the "Fifth Amendment to Contract") to revise and restate the installment payments and amended other related matters, such amendment modified the Original Contract, as amended by the Fifth Amendment to the Contract. The District and the Trustee entered into a Supplement to Declaration of Trust dated as of March 1, 2021 (the "Fifth Supplement to Declaration"), pursuant to which the 2021A Certificates were issued.

S. Pursuant to the Act, the District has applied and the Commissioner of Education approved the District's project to be financed by the District and approved the District's issuance of an addition $9,080,000 of Full Term Certificates of Participation, Series 2025B (the "2025B Certificates") to provide funds to purchase real and personal property including improvements to a school building located at 424 West 1st Street in Duluth, Minnesota (the "2025 Project").

T. The Trustee, as vendor, and the District, as vendee, shall enter into an Amendment to Installment Purchase Contract dated as of December 1, 2025 (the "Sixth Amendment to Contract") to revise and restate the installment payments and amend other related matters, such amendment by the Sixth Amendment to Contract shall modify the Original Contract, as amended and as amended by the Sixth Amendment to Contract is herein referred to (the "Contract"). The District and the Trustee shall enter into a Supplement to Declaration of Trust dated as of December 1, 2025 (the "Sixth Supplement to Declaration"), pursuant to which the Full Term Certificates of Participation, Series 2025B (the "2025B Certificates") shall be executed and delivered by the Trustee (the "Original Declaration", as supplemented, and as supplemented by the Sixth Supplement to Declaration, is herein referred as the "Declaration").

U. Forms of the following documents relating to the financing have been prepared and submitted to the School Board:

(1) the Sixth Amendment to Contract proposed to be made and entered into between the District and the Trustee; and

(2) the Sixth Supplement to Declaration proposed to be made and entered into between the District and the Trustee;

Section 2. A. The School Board has determined to proceed with the sale of the 2025B Certificates by direct negotiation with Robert W. Baird & Co. Incorporated in Milwaukee, Wisconsin ("Baird"), and has determined to retain Blue Rose Capital Advisors, LLC, in Minneapolis, Minnesota, an independent municipal advisor to provide pricing opinion services.

B. Baird has proposed and the pricing committee of the District has accepted Baird's proposal to purchase the 2025B Certificates at a cash price of $9,850,466.45, plus accrued interest on the total principal amount from December 4, 2025, to the date of delivery and upon condition that the 2025B Certificates are payable at the times and on the terms set forth in the Contract and the Declaration. The School Board hereby ratifies and approves the Certificate Purchase Agreement, dated November 5, 2025, with Baird regarding the purchase and sale of the 2025B Certificates.

C. The 2025B Certificates to be issued shall mature on February 1 in the respective years and amounts stated and shall bear interest at the annual rates as follows:

Year	Amount	Interest Rate
2027	$540,000	5.00%
2028	$640,000	5.00%
2029	$675,000	5.00%
2030	$705,000	5.00%
2031	$740,000	5.00%
2032	$780,000	5.00%
2033	$820,000	5.00%
2034	$860,000	5.00%
2035	$900,000	5.00%

2036	$945,000	5.00%
2037	$995,000	5.00%
2038	$480,000	5.00%

D. Redemption. (i) The 2025B Certificates maturing in the years 2027 through 2033 shall not be subject to prepayment and redemption prior to maturity, but those maturing in the year 2034 and in subsequent years shall be subject to redemption and prepayment at the option of the District on February 1, 2033 and on any day thereafter, in whole or in part, and if in part at the option of the District and in such manner as the District shall determine. If less than all the 2025B Certificates of a maturity are called for redemption, the District, through the Trustee, will notify The Depository Trust Company, Jersey City, New Jersey ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest. No more than 60 days and no fewer than 30 days prior to the date fixed for redemption and prepayment for any 2025B Certificates notice of redemption shall be mailed to each registered owner of a 2025B Certificate to be redeemed, at the address shown on the registration books of the District.

(ii) In the event of damage to all or a portion of the 2025 Project and the District makes the certification and election at the times and in the manner set forth in the Contract, the 2025B Certificates, or a portion thereof, shall be subject to prepayment on any date, at par plus accrued interest to the date of redemption, as provided for in the Declaration.

E. For purposes of complying with Minnesota Statutes, Section 475.54, Subd. 1, the maturity schedule for the 2025B Certificates shall be combined with the other full term certificates of participation of the District issued and outstanding.

Section 3. It is hereby found, determined and declared by the School Board that:

A. It is desirable and in the best interests of the District to enter into the Sixth Amendment to Contract and the Sixth Supplement to Declaration;

B. The terms of the Sixth Amendment to Contract and the Sixth Supplement to Declaration are found to be advantageous to the District and are hereby approved;

C. The Installment Payments under the Contract are absolute and unconditional as provided for in Article III of the Contract and are not subject to annual appropriation of the District; and

Section 4. A. For the prompt and full payment of the installment payments under the Contract when due, there is hereby levied a direct, annual, ad valorem tax, as an additional levy pursuant to Minnesota Statutes, Section 126C.40, and other laws, upon all taxable property within the District which shall be extended upon the tax rolls and collected with and as part of the other general property taxes in the District for the years and in the amounts set forth on Exhibit A hereto.

B. The District maintains a Debt Service Fund on its books and records. A separate account was created within the Debt Service Fund and is designated as the "Installment Purchase Contract Account" (the "Contract Account"). The tax levies provided for in this Section 4 are hereby pledged to, and shall be used for no purpose other than, the payment of Installment Payments under the Contract; provided, however, that if any such Installment Payment shall become due when there is not sufficient money in the Contract Account, the Treasurer may pay the same from any other funds of the District and said funds shall be reimbursed for such advance out of the proceeds of the taxes herein levied or appropriated.

C. Except as permitted by Minnesota Statutes, Section 475.61, Subd. 3, such tax levies shall be irrevocable as long as the Contract remains in effect.

Section 5. The Chair and the Clerk are hereby authorized and directed to execute and deliver the Sixth Amendment to Contract, and the Sixth Supplement to Declaration substantially in the forms now on file with the Clerk, with such necessary and appropriate omissions, modifications, insertions and additions as do not materially affect the substance of the transaction, consistent with the Act, as the Chair in his discretion shall determine. The execution of the Sixth Amendment to Contract and the Sixth Supplement to Declaration by the Chair and Clerk, with the advice of the Attorney for the District, shall be conclusive evidence of such determination. All of the provisions of the Sixth Amendment to Contract, the Sixth Supplement to Declaration, when executed and delivered as authorized herein, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated herein and shall be in full force and effect from the date of execution and delivery thereof. The District approves the 2025B Certificates being registered as depository obligations with The Depository Trust Company, New York, New York, as set forth in the Declaration.

Section 6. The Chair and the Clerk are hereby authorized to execute and deliver, on behalf of the District, such other documents as are necessary or appropriate in connection with the Sixth Amendment to Contract and the Sixth Supplement to Declaration and the issuance, sale and delivery of the 2025B Certificates.

Section 7. All covenants, stipulations, obligations and agreements of the District contained in this Resolution and the Contract and the Declaration shall be deemed to be the covenants, stipulations, obligations and agreements of the District to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the District upon execution and delivery of the Sixth Amendment to Contract and the Sixth Supplement to Declaration. Except as otherwise provided in this Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the District or its officers by the provisions of this Resolution or of the aforementioned documents to be executed and delivered by the District shall be executed or performed by the District or by such officers of the District, or such board, body, authority or agency thereof as may be required by law to exercise such powers and to perform such duties.

Section 8. Except as herein otherwise expressly provided, nothing in this Resolution or in the Contract and the Declaration, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the District, the Trustee, Baird, or any holder of the 2025B Certificates issued under the provisions of this Resolution, any right, remedy

or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, that the aforementioned documents and all of their provisions being intended to be and being for the sole and exclusive benefit of the District, the Trustee, Baird, and any holder from time to time of the 2025B Certificates issued under the provisions of this Resolution.

Section 9. The officers and other agents or employees of the District are hereby authorized to do all acts and things required of them by or in connection with this Resolution, the Sixth Amendment to Contract, the Sixth Supplement to Declaration, and the 2025B Certificates, without further action of the Board, for the full, punctual and complete performance of all the terms, covenants and agreements contained in the 2025B Certificates, the aforementioned documents and this Resolution.

Section 10. In the event any of the officers of the District authorized to execute the documents on behalf of the District under this Resolution shall for any reason be unable to do so, any other officer of the District authorized to act for such designated officer is hereby directed and authorized to do so on behalf of the District with the same effect as if executed by the officer authorized to do so in this Resolution.

Section 11. All actions of the members, officers, employees and staff of the District heretofore taken and in furtherance of this financing are hereby approved, ratified and confirmed.

Section 12. A. The Clerk of the District is directed to file in the office of the County Auditor of St. Louis County a certified copy of this Resolution and such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the 2025B Certificates herein authorized have been duly entered on her register.

B. The Chair, the Clerk, the Treasurer and other officers of the District are authorized and directed to prepare and furnish, with regard to the issuance of the 2025B Certificates, certified copies of all proceedings and records of the District relating to the 2025B Certificates and such other affidavits, certificates and opinions as may be required to show the facts relating to the legality, tax exemption and marketability of the 2025B Certificates as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; that all such certified copies, certificates, affidavits and opinions, including and heretofore furnished, shall constitute representations of the District as to the truth of all statements made by the District and contained herein.

Section 13. The School Board has covenanted and has obligated itself in Resolution B10-25-4127, adopted October 21, 2025, to be bound by the provisions of Minnesota Statutes, Section 126C.55. The School Board hereby reaffirms such covenants and obligations.

Section 14. The District hereby authorizes the circulation of the Official Statement in connection with the sale and delivery of the 2025B Certificates.

Section 15. Continuing Disclosure. The District acknowledges that the 2025B Certificates are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the bondholders

to provide continuing disclosure with respect to the bonds. To provide for the public availability of certain information relating to the 2025B Certificates and the security therefor and to permit underwriters of the 2025B Certificates to comply with the Rule, which will enhance the marketability of the 2025B Certificates, the Chair and the Clerk are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the District.

Adopted this 18th day of November, 2025.

Motion made by Member Sadowski, seconded by Member Banks, to approve Resolution B-11-25-4131, as presented. Upon a vote taken, the same was approved as follows:

Yeah: 7

Nay: 0

Sarah Mitchell
Clerk

Chair

\Docs\05953\000095\IEA6148.DOCX

EXHIBIT A

Tax Levy Schedule

Levy Year	Collection Year	2016 Certificates Tax Levy	2019C Certificates Tax Levy	2021A Certificates Tax Levy	2025B Certificates Tax Levy	Total Tax Levy
2025	2026	$10,068,600	$374,500	$4,012,210	$1,060,904	$15,516,214
2026	2027	$10,281,000	$367,500	$4,216,294	$1,067,000	$15,931,794
2027	2028	-	-	-	$1,070,000	$1,070,000
2028	2029	-	-	-	$1,066,250	$1,066,250
2029	2030	-	-	-	$1,066,000	$1,066,000
2030	2031	-	-	-	$1,069,000	$1,069,000
2031	2032	-	-	-	$1,070,000	$1,070,000
2032	2033	-	-	-	$1,069,000	$1,069,000
2033	2034	-	-	-	$1,066,000	$1,066,000
2034	2035	-	-	-	$1,066,000	$1,066,000
2035	2036	-	-	-	$1,068,750	$1,068,750
2036	2037	-	-	-	$504,000	$504,000

* Such amount shall be reduced by the rounding amount of $4,978.85.

** The 2025/2026 tax levy for the 2025B Certificates in the amount of $1,060,904 shall be deposited in the Contract Account for payment of the principal and interest due on the 2025B Certificates on August 1, 2026 and February 1, 2027.

ISD 709
DULUTH PUBLIC SCHOOLS
598
NOV 18 2025
Draft 11/6/25
APPROVED BY
THE SCHOOL BOARD

SUPPLEMENT TO DECLARATION OF TRUST

BETWEEN

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE

AND

INDEPENDENT SCHOOL DISTRICT NO. 709 ST. LOUIS COUNTY (DULUTH), MINNESOTA

DATED AS OF DECEMBER 1, 2025

RELATING TO FULL TERM CERTIFICATES OF PARTICIPATION, SERIES 2025B

THIS SUPPLEMENT TO DECLARATION OF TRUST (the "Supplement to Declaration"), dated as of December 1, 2025, supplementing the Declaration of Trust dated as of June 1, 2008, as supplemented, between U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, organized under the laws of the United States of America and qualified to conduct business in the State of Minnesota, formerly known as U.S. BANK NATIONAL ASSOCIATION (the "Trustee"), and INDEPENDENT SCHOOL DISTRICT NO. 709, ST. LOUIS COUNTY (DULUTH), MINNESOTA, an independent school district organized under the laws of the State of Minnesota (the "District").

W I T N E S S E T H:

WHEREAS, the District, as vendee, and U.S. Bank National Association, as vendor (acting in its trust capacity) (the "Vendor"), entered into that certain Installment Purchase Contract dated as of June 1, 2008 (the "Original Contract"), to provide for the acquisition, construction and equipping of the Project in order to carry out a portion of the District's long-range facilities plan, and its governmental function; and

WHEREAS, the District and the Trustee entered into a Declaration of Trust, dated as of June 1, 2008 (the "Original Declaration"), which provided for the execution and delivery of $111,440,000 Full Term Certificates of Participation, Series 2008B, dated June 1, 2008 (the "2008 Certificates"), evidencing a proportionate interest in the Installment Payments to be made by the District under the Original Contract; and

WHEREAS, the proceeds of the 2008 Certificates were used to finance a portion of the Costs of the Project; and

WHEREAS, the District and the Vendor have entered into an Amendment to Installment Purchase Contract dated as of October 1, 2010 (the "2010 Amendment"), to add land to Schedule 1 of Exhibit A to the Original Contract, to modify and add items to the Project, to provide for the issuance of Additional Certificates, including increasing the Installment Payments, and certain other related amendments as therein set forth; and

WHEREAS, pursuant to the Original Declaration, as supplemented by the Supplement to Declaration of Trust dated as of October 1, 2010 (the "2010 Supplement to Declaration"), the Trustee executed and delivered $5,000,000 Full Term Certificates of Participation, Series 2010C, dated October 1, 2010, evidencing an undivided ownership interest in the Installment Payments made under the Original Contract, as amended by the 2010 Amendment (the "2010C Certificates"); and

WHEREAS, the District and the Vendor entered into an Amendment to Installment Purchase Contract dated as of June 1, 2012 (the "2012 Amendment"), to add land to Schedule 1 of Exhibit A to the Original Contract, as amended, to modify and add items to the Project, to provide for the issuance of Additional Certificates, including increasing the Installment Payments, and certain other related amendments as therein set forth; and

WHEREAS, pursuant to the Original Declaration, as supplemented, and as supplemented by the Supplement to Declaration of Trust dated as of June 1, 2012 (the "2012 Supplement to

Declaration"), the Trustee executed and delivered Full Term Capital Appreciation Certificates of Participation, Series 2012A, dated June 27, 2012 (the "2012A Certificates"), in the original principal amount of $12,800,424.50 and a total accreted amount of $21,700,000 to provide additional funds for the Project; and

WHEREAS, pursuant to the Original Declaration, as supplemented, and as supplemented by the Supplement to Declaration of Trust dated as of August 1, 2016 (the "2016 Supplement to Declaration"), the Trustee executed and delivered $82,605,000 Full Term Refunding Certificates of Participation, Series 2016A, dated August 17, 2016 (the "2016 Certificates"), for the defeasance, refunding and prepayment of the 2008 Certificates; and

WHEREAS, the District and the Vendor have entered into an Amendment to Installment Purchase Contract dated as of August 1, 2016 (the "2016 Amendment"), to adjust the Installment Payments by an amount sufficient to pay when due the principal and interest of the then Outstanding Certificates; and

WHEREAS, pursuant to the Original Declaration, as supplemented, and as supplemented by the Supplement to Declaration of Trust dated as of May 1, 2019 (the "2019C Supplement to Declaration"), the Vendee executed and delivered $2,710,000 Full Term Refunding Certificates of Participation, Series 2019C, dated May 29, 2019 (the "2019C Certificates"), for the refunding and prepayment of the 2010C Certificates; and

WHEREAS, the District and the Vendor have entered into an Amendment to Installment Purchase Contract dated as of May 1, 2019 (the "2019C Amendment"), to adjust the Installment Payments by an amount sufficient to pay when due the principal and interest of the then Outstanding Certificates; and

WHEREAS, pursuant to the Original Declaration, as supplemented, and as supplemented by the Supplement to Declaration of Trust dated as of March 1, 2021 (the "2021A Supplement to Declaration"), the Vendee executed and delivered $18,385,000 Taxable Full Term Refunding Certificates of Participation, Series 2021A, dated March 9, 2021 (the "2021A Certificates"), for the refunding and prepayment of the 2012A Certificates; and

WHEREAS, the District and the Vender have entered into an Amendment to Installment Purchase Contract dated March 9, 2021 (the "2021A Amendment"), to adjust the Installment Payments by an amount sufficient to pay when due the principal and interest of the then Outstanding Certificates; and

WHEREAS, the 2021A Certificates were issued as Additional Certificates under the Original Declaration, as amended, and are secured on a parity with the 2016 Certificates and the 2019C Certificates; and

WHEREAS, other than the 2016 Certificates, the 2019C Certificates, and the 2021A Certificates, no other certificates or obligations are payable from Installment Payments under the Original Contract, as amended; and

WHEREAS, the District has found and determined that, in order to provide additional funds to finance an additional project, it is necessary and expedient that the Trustee execute and

deliver Full Term Certificates of Participation, Series 2025B, dated December 4, 2025 (the "2025B Certificates") in the original principal amount of $9,080,000 to provide additional funds for the school building located at 424 West First Street, Duluth, Minnesota (the "2025B Project"); and

WHEREAS, the 2025B Certificates are being issued as Additional Certificates under the Original Declaration, as amended, and are secured on a parity with the 2016 Certificates, the 2019C Certificates, and the 2021A Certificates; and

WHEREAS, the District will, pursuant to this Supplement to Declaration, deposit in an account in the Project Fund under the Original Declaration the proceeds of the 2025B Certificates to pay costs of the 2025B Project and Costs of Issuance of the 2025B Certificates; and

WHEREAS, the District and the Trustee have agreed that the Trustee will execute and deliver the 2025B Certificates in the form set forth on Attachment A hereto evidencing a proportionate interest in the Installment Payments to be made by the District under the Contract (the Amendment to Contract and the Original Contract, as amended, are collectively referred to herein as the "Contract"); and

WHEREAS, upon delivery from the District to the Trustee of this executed Supplement to Declaration, a Request and Authorization and the other items required by Section 2.01.2 of the Original Declaration, the Trustee has agreed to execute and to deliver the 2025B Certificates to the Purchaser; and

WHEREAS, the Trustee has agreed on behalf of the Owners of the 2016 Certificates, the 2019C Certificates, the 2021A Certificates and the 2025B Certificates to receive the Installment Payments due under the Contract and to apply and to disburse them in accordance herewith; and

WHEREAS, by this Supplement to Declaration, the District agrees to forward the Installment Payments due under the Contract to the Trustee; and

WHEREAS, the execution and delivery of this Supplement to Declaration and the execution and delivery of the 2025B Certificates provided for herein have been in all respects duly and validly authorized by resolution of the District; and

WHEREAS, all things necessary to make the 2025B Certificates, when authenticated by the Trustee as in this Supplement to Declaration provided, the valid, binding and legal limited obligation of the District, according to the import thereof have been done and performed; and

NOW, THEREFORE, in consideration of the premises, the covenants and the conditions hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Except as otherwise defined herein, each of the capitalized terms used in this Supplement to Declaration shall have the same meaning as set forth in the Original Declaration, as supplemented by the 2010 Supplement to Declaration, by the 2012 Supplement to Declaration, by the 2016 Supplement to Declaration, by the 2019C Supplement to

Declaration and by the 2021A Supplement to Declaration and shall have the same meaning as set forth in the Contract. With respect to any defined term that is given a different meaning under this Supplement to Declaration, it shall have the meaning designated herein. As used in this Supplement to Declaration and recitals hereto, the terms defined in the Original Declaration, as supplemented, shall have the meanings assigned to them therein, except as amended herein. In addition, unless otherwise indicated or the context otherwise requires, the following terms shall have the following respective meanings hereunder:

"Principal Payment Date" shall mean the date on which an Installment Payment is required to be paid on the 2025B Certificates to the Owners thereof, beginning February 1, 2027, and each February 1 thereafter through and including February 1, 2038.

"2008 Certificates" shall mean the $111,440,000 Full Term Certificates of Participation, Series 2008B dated June 1, 2008, issued under the Original Declaration; such 2008 Certificates are no longer Outstanding.

"2010C Certificates" shall mean the $5,000,000 Full Term Certificates of Participation, Series 2010C, dated October 1, 2010, issued under the 2010 Supplement to Declaration, such 2010C Certificates are no longer Outstanding.

"2012A Certificates" shall mean the Full Term Capital Appreciation Certificates of Participation, Series 2012A, dated June 27, 2012, in the original principal amount of $12,800,424.50 and a total accreted amount at maturity of $21,700,000, issued under the 2012 Supplement to Declaration, such 2012A Certificates are no longer Outstanding.

"2016 Certificates" shall mean the $82,605,000 Full Term Refunding Certificates of Participation, Series 2016A, dated August 17, 2016, issued under the 2016 Supplement to Declaration.

"2019C Certificates" shall mean the $2,710,000 Full Term Refunding Certificates of Participation, Series 2019C, dated May 29, 2019, issued under a Supplement to Declaration.

"2021A Certificates" shall mean the $18,385,000 Taxable Full Term Refunding Certificates of Participation, Series 2021A, dated March 9, 2021, issued under a Supplement to Declaration.

"2025B Certificates" shall mean the $9,795,000 Full Term Certificates of Participation, Series 2025B, dated December 4, 2025 issued under this Supplement to Declaration.

"2025B Project" shall mean the improvements and betterments to the school building located at 425 West First Street in Duluth, Minnesota.

Section 2. Creation of 2025B Certificates for Issuance. There is hereby created for issuance a series of Additional Certificates to be designated:

FULL TERM CERTIFICATES OF PARTICIPATION,
SERIES 2025B
Evidencing the Proportionate Interest of the Registered Owner in Installment

Payments to be made by
INDEPENDENT SCHOOL DISTRICT NO. 709, ST. LOUIS COUNTY (DULUTH), MINNESOTA
Pursuant to an Installment Purchase Contract dated June 1, 2008, as amended, and as further amended as of December 1, 2025, with
U.S. Bank Trust Company, National Association

A. Under Section 2.01.2 of the Original Declaration, as supplemented, the 2025B Certificates shall be issued in the aggregate original principal amount of $9,795,000. The 2025B Certificates shall specify December 4, 2025, as their original issue date.

B. In accordance with the restated schedule for Installment Payments under the 2025B Amendment to Contract, the 2025B Certificates shall be due and payable on the dates and in the respective amounts, and shall bear interest at the respective rates per annum, set forth in the table below:

Maturity Date (February 1)	Principal Amount of 2025B Certificates	Interest Rate
2027	$540,000	5.00%
2028	$640,000	5.00%
2029	$675,000	5.00%
2030	$705,000	5.00%
2031	$740,000	5.00%
2032	$780,000	5.00%
2033	$820,000	5.00%
2034	$860,000	5.00%
2035	$900,000	5.00%
2036	$945,000	5.00%
2037	$995,000	5.00%
2038	$480,000	5.00%
TOTAL	$9,080,000	

C. For purposes of complying with Minnesota Statutes, Section 475.54, Subd. 1, the maturity schedule for the 2025B Certificates shall be combined with the other full term certificates of participation of the District issued and outstanding.

D. Pursuant to Section 3.02(a) of the Original Declaration, the following optional prepayment provision is added for the 2025B Certificates:

> "The 2025B Certificates maturing on and after February 1, 2034 shall be subject to redemption and prepayment, at the option of the District, in whole or in part, at the applicable Prepayment Price on February 1, 2033, and on any date thereafter, if the District elects to prepay all or a portion of the Principal Portion and Accrued Interest Portion thereon of the Installment Payments."

E. Pursuant to Section 3.02(b) of the Original Declaration, the 2025B Certificates are subject to redemption and prepayment as provided for in such Section 3.02(b) of the Original Declaration due to damages or destruction of all or a portion of the Project to the extent described in Sections 6.01(b) and 9.03(b)(ii) of the Original Contract.

F. The form of the 2025B Certificates is set forth as Attachment A hereto and shall constitute a "Certificate" or "Certificates" under the Original Declaration, as supplemented, except where the context refers to the 2008 Certificates, the 2010C Certificates, the 2012A Certificates, the 2016 Certificates, the 2019C Certificates, the 2021A Certificates, or the 2025B Certificates or as otherwise provided for in this Supplement to Declaration.

Section 3. Delivery of 2025B Certificates. Upon the execution and delivery of this Supplement to Declaration by the District and the Trustee, the Trustee shall execute and deliver the 2025B Certificates to the Purchaser (or to The Depository Trust Company, New York, New York ("DTC") as may be directed by the District).

Prior to the delivery of the 2025B Certificates by the Trustee there shall be filed with the Trustee:

(a) a certified copy of the resolution or resolutions of the District authorizing the issuance of the 2025B Certificates and the execution and delivery of this Supplement to Declaration, the 2025B Amendment to Contract and the Continuing Disclosure Certificate;

(b) an Opinion of Special Counsel to the effect that the 2025B Certificates have been duly and validly authorized and issued;

(c) an original executed counterpart of the 2025B Amendment to Contract;

(d) an original executed counterpart of this Supplement to Declaration;

(e) a Request and Authorization to the Trustee, executed on behalf of the District by its Chair or Clerk of the District, to deliver the 2025B Certificates to the Purchaser therein identified, in the form and amount requested upon payment to the Trustee, for the account of the District, of a specified sum plus accrued interest, if any, on the 2025B Certificates to the date of delivery thereof;

(f) a certificate of an Authorized Representative of the District to the effect that no Event of Default or event which, with the passage of time or giving of notice or both, would become an Event of Default exists or would be created by the issuance of the 2025B Certificates and the execution and delivery of the related documents;

(g) a Certificate of Participation issued by the Commissioner pursuant to Minnesota Statutes Section 126C.55; and

(h) such other customary closing papers as the Trustee or Special Counsel may reasonably require.

Section 4. Application of Proceeds of 2025B Certificates. The Trustee shall deposit the 2025B Certificates proceeds received by it for the account of the District from the original sale of the 2025B Certificates and the cash from the Contract Revenue Fund for the 2025B Certificates into the following funds and account:

(a) Creation of Account. There is hereby created, within the Project Fund, an account designated the "2025B Certificates Account."

(b) Application of Proceeds of 2025B Certificates. The Trustee shall deposit the 2025B Certificates proceeds received by it for the account of the District from the original sale of the 2025B Certificates into the following funds and account:

(i) to the 2025B Certificates Account in the Project Fund $9,845,487.60 with $9,797,388.00 for Project Costs and $48,099.60 for Costs of Issuance; and

(ii) to the Contract Revenue Fund (the accrued interest in the amount of $0.00 and the unused discount and rounding amount of $4,978.85) $4,978.85.

The proceeds of the 2025B Certificates credited to such account in the Project Fund shall be applied to payment of the costs of the 2025B Project and Costs of Issuance of the 2025B Certificates to the persons and in the amounts set forth in certificates of an Authorized Representative of the District, as provided for under Section 4.04 of the Original Declaration.

IN WITNESS WHEREOF, each of the parties hereto has caused this Supplement to Declaration of Trust to be executed by their proper corporate officers, all as of December 1, 2025.

INDEPENDENT SCHOOL DISTRICT NO. 709

By _____
Chair

By _____
Clerk

Security Advice Waiver:

The District acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the District the right to receive brokerage confirmations of the security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District with periodic cash transaction statements that include the detail for all investment transactions made by the Trustee for all current and future accounts.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other or other relevant documentation.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By _____
Its Vice President

ATTACHMENT A

FORM OF CERTIFICATE OF PARTICIPATION

$_____

FULL TERM CERTIFICATE OF PARTICIPATION, SERIES 2025B
Evidencing the Proportionate Interest of the Registered Owner Hereof in Installment Payments to be Made by
INDEPENDENT SCHOOL DISTRICT
NO. 709 (DULUTH), MINNESOTA
due under its Installment Purchase Contract dated June 1, 2008,
as amended on December 1, 2025 with U.S. Bank Trust Company, National Association

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

Maturity Date	Interest Rate Per Annum	Date of Original Issue	CUSIP
February 1, 20__	5.00%	December 4, 2025	_____

The registered owner (the "Owner") of this Full Term Certificate of Participation (the "Certificate") specified above is entitled to receive on the earlier of the Maturity Date shown above or on the prepayment date, if any (in either case, the "Certificate Payment Date"), the Principal Amount specified above, and on each February 1 and August 1 (the "Interest Payment Date") commencing August 1, 2026 (or the next day if the first is not a Business Day) until such Certificate Payment Date, an amount equal to interest on such principal amount computed at the Interest Rate Per Annum set forth above on the basis of a 360-day year consisting of twelve 30-day months, all subject to the provisions set forth herein. This Certificate evidences an interest in the "Installment Payments" under that certain Installment Purchase Contract dated as of June 1, 2008, as amended by Amendment to Installment Purchase Contract dated as of December 1, 2025 (collectively, the "Contract"), by and between U.S. Bank Trust Company, National Association (the "Vendor") and Independent School District No. 709 (Duluth), Minnesota (the "District"). The Certificates are being issued pursuant to that certain Supplement to Declaration of Trust, dated as of December 1, 2025 supplementing the Declaration of Trust dated as of June 1, 2008 as supplemented (collectively, the "Declaration of Trust"), between the District and U.S. Bank Trust Company, National Association (the "Trustee"). The principal corporate trust office of the Trustee is located at St. Paul, Minnesota (such principal office herein being referred to as the "Principal Office").

The aforesaid Principal Amount is payable subject to the terms of the Contract and represents an interest of the Owner hereof in portions of the Installment Payments designated as principal coming due under the Contract. The Owner is also entitled to receive, subject to the terms of the Contract, the Owner's share of the Installment Payments designated as interest coming due under the Contract. All amounts payable hereunder are payable in lawful money of the United States of America that at the time of payment shall be legal tender for the payment of

public and private debts. The amounts representing principal are payable upon presentation of the Certificate at the Principal Office of the Trustee on the Interest Payment Date and the amounts representing interest are payable by check or draft of the Trustee mailed on each Interest Payment Date to the Owner of record as set forth herein. Interest on this Certificate will be paid to the Registered Owner in whose name this Certificate is registered on the registration books maintained by the Trustee and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding the Certificate Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Registered Owner hereof as of the Regular Record Date, and shall be payable to the person who is the Registered Owner hereof at the close of business on a date (the "Special Record Date") fixed by the Trustee whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to the Registered Owners not less than ten days prior to the Special Record Date.

So long as this Certificate is registered in the name of DTC or its Nominee as provided in the Declaration of Trust, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Certificate and notice with respect thereto shall be made as provided in the Representation Letter, as defined in the Declaration of Trust, and surrender of this Certificate shall not be required for payment of the redemption price upon a partial redemption of this Certificate. Until termination of the book-entry only system pursuant to the Declaration of Trust, the Certificates may only be registered in the name of DTC or its Nominee.

All capitalized terms not defined herein shall have the meaning set forth in the Declaration of Trust.

This Certificate has been executed by the Trustee pursuant to the terms of the Declaration of Trust. Copies of the Contract and the Declaration of Trust are on file at the office of the District and at the Principal Office of the Trustee, and reference to the Contract and the Declaration of Trust and any and all amendments to such agreements is made for a description of the pledges and the covenants of the District securing the payment of Installment Payments, the nature, the extent and the manner of enforcement of such pledges and covenants and the rights and the terms and the conditions upon which the Certificates are delivered thereunder. To the extent and in the manner permitted by the terms thereof, the provisions of the Contract and the Declaration of Trust may be amended with respect to the Certificates by the parties thereto and, with respect to the Declaration of Trust with the written consent of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, as more fully set forth in the Declaration of Trust or without such consent for the purpose of curing any ambiguity, correcting defects or in regard to questions arising under the Declaration of Trust, provided such amendment does not adversely affect the interest of the Owners of the Certificates.

The registration of this Certificate shall be transferable upon the Certificate register, which shall be kept for that purpose at the Principal Office of the Trustee, upon surrender hereof together with a written instrument of transfer approved by the Trustee duly executed by the Owner of this Certificate or his duly authorized attorney. Upon the registration of the transfer and the surrender of this Certificate, the Trustee shall provide in the name of the transferee a new fully registered Certificate or Certificates of the same aggregate principal amount and Certificate

Payment Date as the surrendered Certificate. The Trustee also shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. The Trustee may charge a transfer fee for such transfer. No exchange of any Certificates shall be required of the Trustee after such Certificate has been called for prepayment and no transfer of any Certificate shall be required between the Record Date and the relevant Interest Payment Date.

The Certificates are issued originally only as global book-entry certificates in the denomination of the entire principal amount of the issue maturing on a single date, or, if a portion of said principal is prepaid, said principal amount less the payment, in the form of fully registered Certificates in Authorized Denominations of $5,000 each or any integral multiple thereof. Upon surrender thereof at the Principal Office of the Trustee with a written request of exchange satisfactory to the Trustee duly executed by the Owner or by his attorney duly authorized in writing, at the option of the Owner thereof, the Certificate may be exchanged for an equal aggregate principal amount of Certificates of other Authorized Denominations of the same maturity, interest rate and tenor.

This Certificate is one of the Certificates issued pursuant to the Declaration of Trust and for the purposes of providing funds to finance a portion of the costs of the Project described in the Contract (the "Project"), and paying certain expenses related to the issuance of the Certificates. This Certificate and the rights of the Owner hereof are in all respects subject to and governed by the Declaration of Trust.

The Certificates are being issued as Additional Certificates in the aggregate principal amount of $9,080,000 under the Declaration of Trust and are secured on a parity with (i) the Full Term Refunding Certificates of Participation, Series 2016A, dated August 1, 2016, in the aggregate principal amount of $82,605,000; (ii) the Full Term Refunding Certificates of Participation, Series 2019B, dated May 29, 2019 in the aggregate principal amount of $41,715,000 (the "2019B Certificates"); and (iii) the Taxable Full Term Refunding Certificates of Participation, Series 2021A, dated March 9, 2021 (the "2021A Certificates") in the aggregate principal amount of $18,385,000.

All or a part of the Outstanding Certificates, as provided for in the Contract, are subject to redemption and prepayment at any time, at the option of the District, at their principal amount and accrued interest to the date of redemption if the Project, or a part thereof, is damaged or destroyed to the extent described in Section 6.01(b) and 9.03(b)(ii) of the Contract.

All Certificates maturing in the years 2034 and thereafter are subject to optional redemption in whole or in part on February 1, 2033, and on any date thereafter at a price of the principal amount thereof, plus accrued interest.

If less than all of the Certificates are called for prepayment, the District shall determine the maturity year and amount within each maturity year to be prepaid and the Trustee shall select the Certificates or any given portion thereof to be prepaid from the Outstanding Certificates by lot within any maturity. The Trustee shall promptly notify the District in writing of the numbers of the Certificates or portions thereof so selected for prepayment. Upon surrender of any

Certificate prepaid in part only, the Trustee shall execute and shall deliver to the Owner thereof at the expense of the District a new Certificate or Certificates of Authorized Denominations and of the same maturity, and interest rate, equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered.

As more fully described in the Declaration of Trust, notice of prepayment shall be given by the Trustee by mailing a copy of the notice of prepayment not less than thirty (30) days nor more than sixty (60) days prior to the Prepayment Date to the District and the Owner of each Certificate affected at the address shown on the Certificate register maintained by the Trustee on the date such notice is mailed. Each notice of prepayment shall be dated and shall state the Prepayment Date, the place of prepayment, the CUSIP numbers to the extent applicable, the Prepayment Price and, if less than all the Certificates are to be prepaid, the distinctive numbers of the Certificates to be prepaid, and shall also state that the Interest Portion of the Installment Payments represented by the Certificates designated for prepayment shall cease to accrue from and after such Prepayment Date and that on such date there will become due and payable on each of such Certificates the Prepayment Price.

Notice of prepayment having been duly given as aforesaid and moneys for payment of the Prepayment Price of such Certificates (or portions thereof) being held by the Trustee on the Prepayment Date designated in such notice, the Certificates or the portions thereof so called for prepayment shall become due and payable at the Prepayment Price specified in such notice and the Interest Portion of the Installment Payments represented by the Certificates so called for prepayment shall cease to accrue, Certificates or portions thereof shall cease to be entitled to any benefit or security under the Declaration of Trust and the Owners of such Certificates shall have no rights in respect thereof except to receive payment of such Prepayment Price.

The District has certified, recited and declared that all acts, conditions and things required by the Constitution and the statutes of the State of Minnesota and the Contract to exist, to have happened and to have been performed precedent to the delivery of the Contract exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be executed by signature of an authorized officer as of the Date of Original Issue set forth above.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____, the within-mentioned Certificate and does hereby irrevocably constitute and appoint _____ to transfer such Certificate on the Certificate register with full power of substitution in the premises.
Dated:

Signature(s):

_____
_

NOTICES: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank, trust company, national bank association or other banking institution incorporated under the laws of the United States or a state of the United States.

Signature(s):

_____
_

NOTICE: The signatures of this Assignment must correspond with the name that appears upon the face of the within Certificate in particular, without alteration, enlargement or any change whatever.

The Trustee will be required to register a Certificate in the name of a transferee only if provided with the information requested below. The transferee (or his designated representative) should provide as much of the information requested below as is applicable to him prior to submitting this Certificate for transfer.

Name: _____
Address: _____
Social Security or Employer Identification Number: _____
If a Trust, Name and Address of Trustee: _____

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

ISD 709
DULUTH PUBLIC SCHOOLS
614
NOV 18 2025
APPROVED BY
THE SCHOOL BOARD

Draft: 11/6/2025

AMENDMENT TO

INSTALLMENT PURCHASE CONTRACT (REAL ESTATE)

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 709 (DULUTH), MINNESOTA, AS VENDEE

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS VENDOR

Dated as of December 1, 2025

Regarding
Independent School District No. 709
Full Term Certificates of Participation, Series 2025B

This instrument drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, MN 55802

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AMENDMENT TO INSTALLMENT PURCHASE CONTRACT

THIS AMENDMENT TO INSTALLMENT PURCHASE CONTRACT (the "Installment Contract"), made as of the 1st day of December, 2025, between INDEPENDENT SCHOOL DISTRICT NO. 709 (Duluth), Minnesota, an independent school district organized under the laws of the State of Minnesota (the "District") and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, formerly U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America (the "Vendor").

WHEREAS, the District has heretofore entered into an Installment Purchase Contract with the Vendor dated as of June 1, 2008 (the "Original Contract"), pursuant to which the Vendor sold the District certain real and personal properties for use as school and transportation facilities described in the Original Contract (the "Project") and the District agreed to pay to the Vendor certain Installment Payments (as defined in the Original Contract); and

WHEREAS, pursuant to a Declaration of Trust dated as of June 1, 2008 (the "Declaration"), the Vendor issued Full Term Certificates of Participation, Series 2008B, evidencing an undivided ownership interest in the Installment Payments made under the Original Contract (the "Certificates"); and

WHEREAS, pursuant to Section 2.04 of the Original Contract, the District and the Vendor have agreed to enter into amendments to the Original Contract to add the legal descriptions of the parcels of land to Schedule 1 of Exhibit A of the Original Contract as such land is acquired or any land owned by the District is to be improved under the Original Contract, as amended; and

WHEREAS, this Amendment to Installment Purchase Contract is such amendment to add land to Schedule 1 of Exhibit A to the Original Contract; and

WHEREAS, the amendments herein made to the Original Contract do not prejudice the interests of the Registered Owners of the Certificates heretofore issued pursuant to the Declaration.

NOW, THEREFORE, the District and the Vendor hereby agree to amend the Original Contract as follows:

1. Schedule 1 of Exhibit A to the Original Contract is hereby amended by adding the legal descriptions of the real estate shown on Exhibit A-1 hereto and on Exhibit A-2 hereto.

2. Except as herein amended, all terms and provisions of the Original Contract as originally executed and as otherwise amended shall remain in full force and effect.

Signature Page to the Amendment to Installment Purchase Contract dated as of December 1, 2025, and entered into between Independent School District No. 709 (Duluth), Minnesota and U.S. Bank Trust Company, National Association.

IN WITNESS WHEREOF, the District and the Vendor have caused this Amendment to Installment Purchase Contract to be executed in their respective names and attested by duly authorized officers, all as of the date first above written.

INDEPENDENT SCHOOL DISTRICT
NO. 709 (DULUTH), MINNESOTA

By _____
Chair

By _____
Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

This instrument was acknowledged before me on Nov. 18th, 2025, by Kelly Durick Eder and Sarah Mikesell, the Chair and Clerk, respectively, of Independent School District No. 709 (Duluth), Minnesota, on behalf of the District.

_____
Notary Public

PATRICIA M PAQUETTE
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2027

Signature Page to the Amendment to Installment Purchase Contract dated as of December 1, 2025, and entered into between Independent School District No. 709 (Duluth), Minnesota and U.S. Bank Trust Company, National Association.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS
VENDOR (acting in its trust capacity)

By _____
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2025, by _____, the _____ of U.S. Bank Trust Company, National Association, a national banking association, on behalf of the bank.

_____
Notary Public

Signature Page to the Amendment to Installment Purchase Contract dated as of December 1, 2025, and entered into between Independent School District No. 709 (Duluth), Minnesota and U.S. Bank Trust Company, National Association.

EXHIBIT A-1

Legal Description of Real Estate to be added to Schedule 1 of Exhibit A of the Original Contract, which is added in fee simple, as follows:

Congdon Park Properties

Lot 7, Block 17, Plat of Re-Arrangement of Part of East Duluth and of First Addition to East Duluth.

Denfeld Properties

The Easterly 13.75 feet of Lot 3 and all of Lot 4, Block 77, Oneota.

Lot 5, Block 8, Grand Central Division of Duluth.

Northerly 33 feet of the Southerly 66 feet of Lots 7 and 8, Block 77, Oneota.

Lot 6, Block 8, Grand Central Division of Duluth and Lot 1, Block 77, Oneota.

The Southerly 33 feet of Lots 7 and 8, Block 77, Oneota.

Easterly 33-1/3 feet of Lot 6, Block 77, Oneota Division of Duluth.

Easterly 16-2/3 feet of Lot 5 and the Westerly 16-2/3 feet of Lot 6, Block 77, Oneota.

The Westerly 36-1/4 feet of Lot 3 and the Easterly 6-7/8 feet of Lot 2, Block 77, Oneota and the Easterly 6-7/8 feet of Lot 7 and all of Lot 8, Block 8, Grand Central Division of Duluth.

Lot 7, Block 8, Grand Central Division of Duluth, EXCEPT the Easterly 6-7/8 feet of said lot and the Westerly 43-1/8 feet of Lot 2, Block 77, Oneota, all assuming the alley in Block 77 to run East and West.

Westerly 33-1/3 feet of Lot 5, Block 77, Oneota.

The Northerly 33 feet of Lots 7 and 8, Block 77, Oneota and the Southerly 33 feet of the Northerly 66 feet of Lots 7 and 8, Block 77, Oneota.

Lots 12, 13, 14, 15 and 16, Block 77, Oneota.

Grant Properties

The East Half of Lot 3 and the Westerly 10 feet of Lot 4, Block 27, Lake View Division of Duluth.

Easterly 40 feet of Lot 4, Block 27, Lake View Division of Duluth.

Laura Macarthur Properties

Lot 15 and the North Half of Lot 16, Block 106, West Duluth Sixth Division.

Southerly Half of Lot 14 and all of Lot 15, Block 105, West Duluth Sixth Division.

The Southerly 10 feet of Lot 11, all of Lots 12 and 13, and the Northerly Half of Lot 14, all in Block 105, West Duluth Sixth Division.

Lot 17 and South Half of Lot 16, Block 106, West Duluth Sixth Division.

Lots 1, 2, 16, 17, 18 and 19, Block 105, West Duluth Sixth Division.

Lots 9, 10, 11, 12, 13, 14, 18 and 19, Block 106, West Duluth Sixth Division.

Lots 1, 2 and 3, Block 106, West Duluth Sixth Division.

Lester Park Properties

Lots 376 and 377 and Lots 378 and 379 including part of vacated 53rd Avenue East adjacent to Lot 379, Block 33, Crosley Park Addition to Duluth.

Lots 380 and 381, Block 34, Crosley Park Addition to Duluth, including vacated 53rd Avenue accruing thereto.

Lots 1, 2, 3 and 4, Block 3, Altered Plat of London Park Addition to Duluth.

Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 2, Altered Plat of London Park Addition to Duluth.

Ordean Properties

The Southerly 93-1/3 feet of Lots 1 and 2, and the Southerly 93-1/3 feet of Lot 3, EXCEPTING the Easterly 5 feet of the Northerly Half thereof, all in Block 10, London Addition to Duluth, and vacated alley and Lots 15 and 16, Block 10, London Addition to Duluth, lying North of the right-of-way of the Duluth and Iron Range Railroad Company, as the same is laid out and located over and across said Block 10, and vacated alley.

The East 5 feet of the North 46-2/3 feet of the South 93-1/3 feet of Lot 3 and all of Lot 4, including part of vacated alley, and Lots 13 and 14, all in Block 10, London Addition to Duluth, EXCEPT railway right of way.

EXHIBIT A-2

Legal Description of Real Estate to be added to Schedule 1 of Exhibit A of the Original Contract, which is added pursuant to a Ground Lease, as follows:

Addition to Homecroft Elementary

Those parts of Lots 559, 560 and 561, HOMECROFT PARK, described as follows:

Commencing at the southwest corner of said Lot 561, thence along the west line of said Lot 561 on an assigned bearing of North 0 degrees 23 minutes 02 minutes West 105.15 feet; thence North 89 degrees 50 minutes 40 seconds East 146.29 feet to a point on the old wall of Homecroft Elementary School, said point being the point of beginning; thence South 89 degrees 50 minutes 40 seconds West along said building wall 20.17 feet; thence South 0 degrees 09 minutes 20 seconds East along the extended wall of the new addition 33.54 feet; thence North 89 degrees 50 minutes 40 seconds East along the extended wall of said new addition 46.00 feet; thence North 0 degrees 09 minutes 20 seconds West along the extended wall of said new addition 12.67 feet; thence North 89 degrees 50 minutes 40 seconds East along the wall of said new addition 6.67 feet; thence North 0 degrees 09 minutes 20 seconds West along the wall of said new addition 5.33 feet; thence North 89 degrees 50 minutes 40 seconds East along the wall of said new addition 18.00 feet; thence North 0 degrees 09 minutes 20 seconds West along the wall of said new addition 10.33 feet; thence North 89 degrees 50 minutes 40 seconds East along the wall of said new addition 18.83 feet; thence North 0 degrees 09 minutes 20 seconds West along the wall of said new addition 58.00 feet; thence South 89 degrees 50 minutes 40 seconds West along the wall of said new addition 69.33 feet to a point on the old wall of said Homecroft Elementary School; thence South 0 degrees 09 minutes 20 seconds East along said old wall 52.79 feet to the point of beginning.

Said parcel contains 5,725 square feet or 0.13 acres, more or less.

Addition to Ordean

A parcel of land underlying the proposed building addition which lies entirely inside the following legal description (by others): "That portion of the W'ly 1/2 of the SW¼ of Section 7, Township 50, Range 13 West, lying S'ly of Superior Street and N'ly of the right of way of the Duluth & Iron Range Railroad Company and E'ly of a line drawn parallel with and 20 rods E'ly of the West line of the SW¼ of the SW¼ of said Section 7."

Said parcel of land underlying the proposed building addition is described as follows:

Commencing at a capped rebar set for the southwest corner of said Section 7; thence North 89°32'15" East, (bearings based on the St. Louis County Transverse Mercator 96 Coordinate System) a distance of 329.33 feet along the south line of Section 7 to the southeast corner of the westerly 20 rods of said Section 7; thence North 00°10'52" West a distance of 1122.42 feet along the easterly line of the westerly 20 rods of said Section 7 to the southerly right-of-way of Superior Street; thence North 71°35'57" East a distance of 654.46 feet along the southerly right-of-way of Superior Street; thence South 09°24'00" East a distance of 41.64 feet to the point of beginning; thence continuing South 09°24'00" East a distance of 534.61 feet; thence North 80°36'00" East a distance of 82.44 feet; thence northeasterly a distance of 49.19 feet on a non-tangential curve to the left, said curve having a chord bearing of North 12°36'14" East for a distance of 48.94 feet, a delta angle of 20°06'26", and a radius of 140.17 feet; thence northeasterly a distance of 8.51 feet on a non-tangential curve to the left, said curve having a chord bearing of North 80°43'17" East for a distance of 8.48 feet, a delta angle of 17°17'40", and a radius of 28.21 feet; thence North 66°23'25" East a distance of 6.17 feet; thence northeasterly a distance of 8.74 feet on a non-tangential curve to the left, said curve having a chord bearing of North 53°40'48" East for a distance of 8.72 feet, a delta angle of 13°47'07", and a radius of 36.32 feet; thence North 38°54'43" East a distance of 12.40 feet; thence northeasterly a distance of 8.73 feet on a non-tangential curve to the left, said curve having a chord bearing of North 26°59'59" East for a distance of 8.72 feet, a delta angle of 8°50'01", and a radius of 56.63 feet; thence North 19°48'48" East a distance of 6.14 feet; thence northeasterly a distance of 8.81 feet on a non-tangential curve to the left, said curve having a chord bearing of North 13°22'31" East for a distance of 8.81 feet, a delta angle of 7°20'58", and a radius of 68.70 feet; thence North 07°17'31" East a distance of 6.17 feet; thence northeasterly a distance of 4.18 feet on a non-tangential curve to the left, said curve having a chord bearing of North 03°14'30" East for a distance of 4.18 feet, a delta angle of 3°14'19", and a radius of 73.88 feet; thence North 01°13'53" East a distance of 3.75 feet; thence North 89°28'48" East a distance of 127.58 feet; thence North 00°48'51" East a distance of 75.45 feet to an existing building corner; thence South 89°35'41" West a distance of 25.31 feet along the existing building; thence South 00°24'17" East a distance of 6.65 feet along the existing building; thence South 89°35'46" West a distance of 10.64 feet along the existing building; thence North 00°24'24" West a distance of 7.47 feet along the existing building; thence South 89°35'41" West a distance of 37.47 feet along the existing building; thence North 00°24'19" West a distance of 96.24 feet along the existing building; thence South 89°35'42" West a distance of 65.79 feet along the existing building; thence North 00°24'19" West a distance of 14.85 feet along the existing building; thence South 89°35'39" West a distance of 3.25 feet along the existing building; thence North 00°24'18" West a distance of 16.41 feet along the existing building; thence North 89°37'36" East a distance of 1.38 feet along the existing building; thence North 01°32'26" East a distance of 64.84 feet along the existing building; thence North 89°29'19" West a distance of 14.56 feet along the existing building; thence South 10°16'40" West a distance of 11.19 feet along the existing building; thence South 89°46'06" West a

distance of 40.58 feet along the existing building; thence North 09°16'40" West a distance of 148.54 feet along the existing building; thence North 70°43'14" East a distance of 29.18 feet along the existing building; thence North 14°41'36" West a distance of 7.54 feet; thence South 80°36'01" West a distance of 12.17 feet; thence northwesterly a distance of 23.35 feet on a non-tangential curve to the left, said curve having a chord bearing of North 54°24'01" West for a distance of 21.02 feet, a delta angle of 90°00'05", and a radius of 14.87 feet; thence South 80°36'00" West a distance of 122.83 feet to the point of beginning.

Described parcel contains 2.09 acres, more or less.

424 West First Street Property

Parcel 1:

W 1/2 of Lot Sixty-eight (68) and all of Lot Seventy (70), Duluth Proper First Division, West First Street, St. Louis County, Minnesota.

Parcel 2:

Lots Seventy-four (74), Seventy-six (76), Duluth Proper First Division, West First Street, Lots Seventy-eight (78) and Eighty (80), Except the Easterly 5 feet of the Westerly 34 feet thereof, West First Street, Duluth Proper First Division, Except that part lying within 29 feet of the East line of Fifth Avenue West, St. Louis County, Minnesota.

ISD 709
DULUTH PUBLIC SCHOOLS
NOV 18 2025
APPROVED BY
THE SCHOOL BOARD

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Congdon	Congdon Park Foundation	$6,192.00	1. Emily Silverness- Special Ed- online reading fluency program- $780 2. First Grade Teachers- cork board strips for artwork outside the classrooms- $380 3. Kindergarten Teachers- STEM manipulatives for classroom use- $720.80 4. Dawn Velander- 4th grade math teacher- math resources- $271.11 5. Cindy Miller- kid safe cardboard cutter for maker space- $315 6. Cindy Miller- computer science classroom robotics kit for teacher/classroom checkout- $2609.40 7. Justin Chumich/Lavina Kelley- 2nd grade teacher- STEM Toys for use with teaching- $1117	
Denfeld	Matt Oman- Northland Cribbage	$1,185.00	$350.00 be used for Super One Gift Cards	Donation letter available upon request

	Tournament			
Denfeld	Matt Oman	In-kind		4- $25.00 Super One Gift Cards
Denfeld	Ron Lorentz and Theresa Lorentz	$1,800.00	Diana Wokson Program	
Districtwide	Head of the Lakes United Way/ Jaci Christiansen	In-kind		300 individual hygiene kits for students
Districtwide	Molly Shoberg	In-kind	Students with hearing loss	Used hearing aids that are no longer worn by their child. Estimated value: $2900.
Lakewood	DonorsChoose	In-kind	Ms. Redetzke's classroom	
Laura MacArthur	Carolyn Zanko	In-kind	Students	Big garbage bag full of hand knitted hats & mittens for our students - she makes every year.
Laura MacArthur	Asked to be anonymous	$1,000.00 - In-kind	To support school building needs	they requested to remain anonymous and wanted no recognition
Lincoln Park	Carolyn Zanko	In-kind	Must be given out to kids that need them	Carolyn Zanko knitted 37 pairs of mittens and 9 hats that she would like for kids that need them for the winter to take a pair or two and a hat to stay warm.
Lincoln Park	Amy Lundberg (Maurices)	$500.00	use as you see fit to support the 6th, 7th and 8th grade enrichment activities, community school pantry and One Book One Day program.	
Lincoln Park	Farmers Insurance Agency	In-kind	To the Kids that Need them	11 Winter Jackets, 2 puffy Vests, 1 long sleeve shirt, 11 Pairs of Gloves, 6 pairs of socks,1 Medium blanket, 2 ball caps, 6 scarfs, and 18 Hats

Lincoln Park	Anonymous	In-kind	For the students that need clothing items	12 Pairs new men's underwear, 3 pairs of sweatpants
Myers-Wilkins	Schweitzer Engineering Laboratories INC	$100.00	Requesting it be used for something related to science/math.	SEL INC lets their employee's pick somewhere to donate $100 every year and this employee selected Myers-Wilkins.
Myers-Wilkins	Life 97.3 Radio Station	5 Garbage bag sized bags of winter gear. I.e. jackets, hats, gloves, snowpants.	For students	
Myers-Wilkins	Office Depot	$2,311 gift card to Office Depot	Can only be use at Office Depot.	Office Depot does a round up at the register and the proceeds are donated to Myers-Wilkins.
Ordean-East	Krenzen Auto	$1,680.00	Knowledge Bowl team: registration and bus (1)	This is a press release through OEMS Smores: OEMS Knowledge Bowl is honored to announce a sponsor for the 2025 - 2026 Junior High Knowledge Bowl Season. Krenzen Auto is providing financial support for registration & bussing and providing t-shirts for each team member. Thank you to our friends at Krenzen Auto & Lyndsey Krenzen Manning, Operations Manager. Also, a thank you to Scott Verdoljak, retired Krenzen Honda General Manager, who helped connect Krenzen to OEMS.
Ordean-East	Rivers2Lake	Cost of substitute on 2/6/26 so that Elina can attend professional	Substitute on 2/6/26	

		developmen t day.		
Piedmont	Bonnie J. Jacobson / Farmers Insurance	In-kind		2 large garbage bags of coats, hats and mittens
Piedmont	The Truman Family	In-kind	For Friday Staff Hydration Cart	Case of Diet Coke
Piedmont	Salem Lutheran Church	In-kind		19 pair of boy's underpants, 14 pair of girl's underpants, 44 pair of children's socks, 3 pair of sweat pants, 4 pair hand knitted mittens.

ISD 709
DULUTH PUBLIC SCHOOLS
NOV 18 2025
APPROVED BY
THE SCHOOL BOARD

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
Essentia Health	Tracey Holecek-Duluth HOSA Chapter	EHS and DHS	$600.00	HOSA events, HOSA travel, HOSA memberships fees/dues

ISD 709
DULUTH PUBLIC SCHOOLS
628
NOV 18 2025
APPROVED BY
THE SCHOOL BOARD

RESOLUTION

Authorizing the closing of the sale of real property
with the street address of 24xx E. Pioneer Road, Duluth, Minnesota

WHEREAS, by Resolution B-3-25-4092, dated March 27, 2025, the Board (hereinafter the "**School Board**") of School District No. 32, County of St. Louis, State of Minnesota, N/K/A Independent School District No. 709 (the "**District**"), previously authorized, upon the identification of a buyer and agreement to all terms and conditions of a sale, the sale of real property legally described on Exhibit A attached hereto (the "**Real Property**"); and

WHEREAS, the School Board has reviewed and considered a written purchase agreement for the sale of the Real Property;

NOW, THEREFORE, BE IT RESOLVED, that the School Board authorizes the execution of the purchase agreement by School Board Chair Kelly Durick Eder and authorizes School Board Chair Kelly Durick Eder to sign all other documents required to carry out and close the sale and conveyance of the Real Property and the performance and obligations of the District under the purchase agreement.

K Eder
Kelly Durick Eder, Board Chair

Sarah Mikesell
Sarah Mikesell, Board Clerk

B-11-25-4135

November 18, 2025

EXHIBIT A
LEGAL DESCRIPTION

W1/2 of NW1/4 of NW1/4 of NW1/4 Section 25, Township 52 North, of Range 13 West for the Fourth Principal Meridian, St. Louis County, Minnesota.

ISD 709
DULUTH PUBLIC SCHOOLS
630
NOV 18 2025
APPROVED BY
THE SCHOOL BOARD

RESOLUTION

School Board Member Attendance at 2026 MSBA Leadership Conference

RESOLVED, That Independent School District 709, St. Louis County, Minnesota, pay costs incurred, as per District policy, for school board members to attend the Minnesota School Boards Association 2026 Leadership Conference in Minneapolis, Minnesota on January 14-16, 2026.